

Pocahontas Housing Authority Inc.  
PET POLICY FOR ALL RESIDENTS  
Effective October 1, 2016

**Pet Policy and Rules**

This Pet Policy and Rules addendum amends the current lease for housing developments occupied by residents managed by the Pocahontas Housing Authority Inc.

**Section 1: Enabling Regulations**

“Section 227 of the Housing and Urban-Renewal Recovery Act of 1983 provides that no owner or manager of federally assisted rental housing for the elderly may prohibit or prevent a resident from owning or having a common household pet living in the resident’s dwelling unit.”

To this end, Pocahontas Housing Authority Inc. has adopted in this policy “reasonable pet rules” that incorporate State and local laws governing pets that include inoculating, licensing, and restraining them. These laws provide sufficient flexibility to protect the right and privileges of other residents who choose not to own pets.

This policy applies to all residents living in Pocahontas Housing Authority Inc. It does not apply to “service animals that assist persons with disabilities” residing in assisted housing or service animals that visit the Authority. All service animals must be properly certified by the proper licensing agency as to their status as an approved and trained service animal.

In the event of an emergency or building evacuation, it is the responsibility of the pet owner to remove his/her pet.

**Section 2: Type Dwelling Units Permitted Pets**

According to this “Pet Policy and rules,” families living within Authority dwelling units are permitted pets.

**Section 3: Types of Pets and Number Per Unit**

REGARDLESS OF THE TYPE OF PET (WHETHER IT REQUIRES A DEPOSIT OR NOT) IT MUST BE APPROVED THROUGH MANAGEMENT AND A PICTURE BROUGHT INTO THE OFFICE.

A common household pet is defined as a dog, cat, bird, rodent (including rabbit), fish or turtle, that is traditionally kept in the home for pleasure rather than for commercial purposes. Common household pet does not include reptiles (except turtles).

A resident may have either 1 cat or 1 dog, and/or one fish tank or bowl, and/or one birdcage with no more than two birds.

A resident may **NOT HAVE** these kinds of dogs: Doberman Pinchers, Bull dogs, or Rottweiler, or any aggressive type dogs.

A resident may **NOT HAVE** any type of reptiles such as snakes or lizards.

**Section 4: Regulation Requirements Prior To Admission**

Before the Authority grants a resident permission to keep a pet in any of its developments, any and all pets must be registered with Authority management and all the proper forms and pictures must be turned in. Once all information is turned into the office, the tenant will be given a sticker for the front door and tag for the pet to prove the pet has been authorized by management. The pet **CANNOT** be brought onto the property until this has been done.

Such registration must show the **type of pet, a recent picture of it, its name, age, and if applicable, its license registration number, current vaccination information, and the name and address of its veterinarian.**

Residents will be refused pet registration if management determines that the resident is unable to fulfill their obligation as a pet owner, are unable to adhere to the terms of the lease or to these pet rules, if the animal does not meet the definition of common household pet, or if the temperament of the animal is generally considered dangerous.

A refundable \$200.00 pet deposit must be paid at the time of submission of the "Pet Permit Application." If the pet application is approved, this amount will apply toward the Resident's security deposit and will be held in an escrow account. The pet deposit is to be used to cover costs of damages or fumigation that may be required as the result of the pet ownership. The pet deposit will be refunded, minus any applicable charges, within thirty (30) days after the resident vacates the unit or the pet is permanently removed from the unit. **(A change in pets require a new Pet Policy to be signed and a full \$200.00 pet deposit in the escrow account.)**

If the pet owner is incapacitated or is no longer available to care for the pet, the person(s) designated on the registration Pet Responsibility Card form must remove the pet. In absence of the designated person's availability, management will place the pet with the local Humane Society.

### **Section 5: Security Deposit (Not Required for Fish Bowls or Tanks)**

The security deposit of \$200.00 as stated in "Section 4" above will be held in an escrow deposit. Upon the resident vacating the unit, this will be refunded, minus repairs or damage or necessary fumigation incurred by the pet. Such deposit will be used for services related to flea or other pet pest removal as well as other damages.

The resident's liability for damages caused by his/her pet is not limited to the amount of the pet deposit. The resident will be required to reimburse the Authority for the real cost of any and all damages caused by his/her pet where they exceed the amount of the pet deposit.

All units occupied by a dog or cat will be fumigated upon being vacated, the cost of which will be deducted from the security deposit. Costs caused by the infestation of a unit by fleas, mites, ticks or other pests carried by his/her pet shall be the responsibility of the pet owner, and will be deducted from the security deposit. If that deposit is inadequate to cover charges, the resident will be billed additionally for damage and costs.

### **Section 6: Dog Ownership Requirements**

Any dog must be no less than six (6) months old and completely housebroken.

Proof that the dog is already neutered or spayed must be furnished before the dog will be allowed to reside on Authority property.

The proper municipal authority must license each dog. By January 31 of each year, the resident must furnish the Authority with proof of a current valid license and owner's name and address. It must also wear a proper flea collar.

Each year in January, the resident must show proof that the dog has had proper Parvo shots for distemper and rabies. This proof must be signed by a legally registered, practicing veterinarian.

A pet dog cannot be over 14 inches tall at the top of the shoulder or weigh over 25 pounds when it is considered full grown.

A dog must be on a leash at all times when outside of the owner's apartment unless it is in an approved locked pet carrier. Small dogs should be held and carried through the building even if on a leash.

In a case that a pet deposits waste on the Pocahontas Housing Authority's property, the pet owner must use a utensil such as a "Pooper Scooper" to remove any refuse from his/her pet as soon as it is deposited on Authority property. The waste must then be placed in a plastic bag, sealed tightly, and disposed of as trash.

No dog may stay alone in an apartment overnight. It is the responsibility of the resident if they have to leave suddenly and be away overnight to take the pet elsewhere until they return. If a pet is found alone, Section 10 of this policy, Pet Removal, shall apply.

The dog's flea collar must be changed every three (3) months.

### **Section 7: Cat Ownership Requirements**

A pet cat must be no less than six (6) months old.

All cats must be litter trained before admission to an Authority unit.

Proof that the cat has been spayed or neutered must be shown before its admission to Authority property is approved.

A pet cat must wear a collar at all times showing its owner's name and address. It must also wear a cat flea collar.

Proof must be shown before pet admission and each year by January 31 that the cat has had the proper FVR-CP and rabies and distemper shots. This proof must be signed by a legally registered, practicing veterinarian.

A cat must be on a leash at all times when outside of the owner's apartment unless it is in an approved locked pet carrier.

A resident must use an Authority approved cat litter box. Box must be scooped and waste must be put in a sealed plastic bag and disposed of daily.

No cat can stay alone in an apartment overnight. It is the responsibility of the resident if they have to leave suddenly and be away overnight to take the pet elsewhere until they return. If a pet is found alone, Section 10 of this policy, Pet Removal, shall apply.

If a pet deposits waste on the Pocahontas Housing Authority's property, the pet owner must use a utensil such as a "Pooper Scooper" to remove any waste from his/her pet as soon as it is deposited on Authority property. The waste must then be placed in a plastic bag, sealed tightly and put inside a proper waste receptacle.

The cat flea collar must be changed every three (3) months.

All animal waste or litter from cat litter boxes shall be picked up by the pet owner and disposed of in sealed plastic trash bags and placed in trash bins. Cat litter shall be changed at least twice a week.

Cat litter **SHALL NOT** be disposed of by flushing down toilets. Charges for unclogging toilets or for cleanup of any common area required because of attributable pet nuisance shall be billed to, and paid by, the resident pet owner.



### **Section 8: Bird Ownership Requirements**

No more than two (2) birds to a unit will be permitted, canaries, parakeets, or lovebirds only. NO PARROTS!

The birdcage must be no larger than three (3) feet high and two (2) feet wide.

Cages must be cleaned daily and debris disposed of in a plastic bag to be put in a trash chute immediately.

Birds must be healthy and free of disease at all times.

Birds may not be left alone in an apartment for over two (2) days unless the owner has made arrangements for their daily care.

### **Section 9: Fish Ownership Requirements**

There will be no charge for a fishbowl that is less than three (3) quarts capacity.

Only one fish tank is permitted to a dwelling unit. It must be no bigger than five (5) gallon capacity size, or a resident may have one (1) large goldfish bowl not more than one (1) gallon capacity size.

At a minimum, a fish tank must be cleaned monthly. A fish bowl must be cleaned weekly. Wastewater from the tank or bowl must be disposed of in the apartment toilet.

Fish may not be alone in the unit for over one (1) week unless the owner has made arrangements for their daily care.

A pet owner must be aware when cleaning or filling fish tanks that the cost to repair any water damage done to his/her apartment or other Authority property as a result of such cleaning will be billed to the pet owner. Any charges must be paid within thirty (30) days of the incident.

**Section 10: General Policy for Authorized Pets**

Pets are not permitted in another apartment or in common area (such as the community room).

Charges for pet waste removal for up to \$5.00 per instance will apply if a pet owner fails to remove pet waste in accordance with this pet policy.

Any pet suffering from illness must be taken within two (2) days to a veterinarian for diagnosis and treatment. Upon its request, the Pocahontas Housing Authority must be shown a statement from the veterinarian indicating the pet illness diagnosis. Any pet suspected of suffering rabies or any other disease considered to be a health threat must be immediately removed from the premises until signed evidence from a veterinarian can be produced to indicate that the animal is not so afflicted.

Resident pet owners agree to control the noise of their pet such that it does not constitute a nuisance to other residents. Failure to control pet noise may result in the removal of the pet from the premises.

THE POCAHONTAS HOUSING AUTHORITY INC. SHALL TAKE ALL NECESSARY ACTIONS UNDER LAW TO REMOVE ANY PET THAT CAUSES BODILY INJURY TO ANY RESIDENT, GUEST, VISITOR OR STAFF MEMBER.

No pet shall be left unattended in any unit for longer than the time periods indicated in this policy.

All resident pet owners shall provide adequate care, nutrition, exercise and medical attention for their pet. Pets, which appear to be poorly cared for, or which are left unattended in noncompliance with this policy will be reported to the proper jurisdictional agency and will be removed from the premises at the pet owner's expense.

In the event of the death of a resident, the resident pet owner agrees that management shall have discretion to dispose of the pet consistent with guidelines laid out in this policy unless written instructions with respect to such disposal are provided in advance by the resident to the Authority project office.

Unwillingness on the part of named caretakers of a pet to assume custody of the pet shall relieve management of any requirement to adhere to any written instruction with respect to the care or disposal of a pet and shall be considered as authorization to management to exercise discretion in such regard consistent with these policy guidelines.

Resident pet owners acknowledge that other residents may have chemical sensitivities or allergies related to pets or are easily frightened by such animals. The resident, therefore, agrees to exercise common sense and common courtesy with respect to such other resident's right to peaceful and quiet enjoyment of the premises.

Management may move to require the removal of a pet from the premises on a temporary or permanent basis for the following causes:

- a) Creation of a nuisance after proper notification consistent with these Pet rules. Notice shall be within a

forty-eight (48) hour period.

- b) Excessive pet noise or odor with proper notification. Notice shall be twenty-four (24) hours.
- c) Unruly or dangerous behavior. Notice shall be immediate.
- d) Excessive damage to the resident's apartment unit.
- e) Repeated problems with vermin or flea infestation.
- f) Failure of the resident to provide for adequate care of his/her pet.
- g) Leaving a pet unattended in noncompliance with this policy.
- h) Failure of the resident to provide adequate and appropriate vaccination of the pet.
- i) Resident death and/or serious illness.
- j) Failure to observe any other rule contained in this section and not here listed upon proper notification.

Residents shall not alter the interior of their unit, patio, or balcony to create enclosure for an animal or bird. Residents living on the first floor shall not allow pets tied, or outside of the dwelling unit, directly on the grounds of the Authority.

**RESIDENTS SHALL NOT FEED STRAY OR UNREGISTERED ANIMALS. THIS SHALL CONSTITUTE HAVING A PET WITHOUT PERMISSION OF THE AUTHORITY.**

**VISITING PETS ARE NOT PERMITTED. THIS DOES NOT INCLUDE SERVICE ANIMALS THAT ASSIST PERSONS WITH DISABILITIES.**

**I do not have a pet at this time. If I do decide to get a pet I will make sure to have all of the documentation that I will need, such as vet records, photo, \$50 of the \$200 deposit and make sure it is within the guidelines of the pet policy. I know that the pet is not allowed in the apartment until I turn in all documentation and pay on the pet deposit, then I will get a tag and sticker and the pet is allowed in my apartment.**

\_\_\_\_\_  
Tenant Signature

\_\_\_\_\_  
[DATE]

Date

\_\_\_\_\_  
Housing Authority Signature

\_\_\_\_\_  
[DATE]

Date

Signed:  
Resident \_\_\_\_\_

Date: \_\_\_\_\_ [DATE] \_\_\_\_\_

Type of pet: \_\_\_\_\_

Breed of pet: \_\_\_\_\_

Name of pet: \_\_\_\_\_

Age of pet: \_\_\_\_\_

Person to contact in case of emergency:

Name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Phone #: \_\_\_\_\_

Housing Authority Signature and Date:

\_\_\_\_\_