

Plattsburgh Housing Authority
Pet Policy

In compliance with section 526 of the Quality Housing and Work Responsibility Act of 1998, PHA residents shall be permitted to own and keep common household pets.

The ownership of common household pets is subject to the following rules and limitations together with State and local public health, animal control, and anti-cruelty laws & regulations.

1. Common household pets shall be defined as “domesticated animals such as dogs, cats, birds, rodent, fish, or turtle”. Common household pets are defined as follows:

Birds Includes canary, parakeet, finch and other species that are normally kept caged; birds of prey are not permitted.

Fish In tanks or aquariums, not to exceed seventy-five (75) gallons in capacity; poisonous or dangerous fish are not permitted.

Dogs Not to exceed twenty-five (25) pounds weight, fifteen (15) inches in height at full growth. All dogs must be spayed or neutered and housebroken. Veterinarian recommended/suggested breeds or dogs are as follows:

- | | | | |
|----|-----------|----|----------------|
| A. | Chihuahua | E. | Cocker Spaniel |
| B. | Pekinese | F. | Dachshund |
| C. | Poodle | G. | Terriers |
| D. | Schnauzer | | |

NO PIT BULLS OR ROTTWEILERS WILL BE PERMITTED UNDER ANY CIRCUMSTANCES.

Cats Cats must be spayed or neutered and be de-clawed or have a scratching post, and should not exceed fifteen (15) pounds. They must be trained to use a litter box or other waste receptacle.

Rodents Hamsters, gerbils, white rats or mice are considered common household pets, all others are not allowed. These animals must be kept in appropriate cages.

Reptiles Reptiles other than turtles or small lizards such as chameleons are not considered common household pets. They must be enclosed in an appropriate cage or container at all times.

Exotic pets At no time will the PHA approve of exotic pets, such as snakes, monkeys, game pets, ferrets, piranhas or iguanas.

2. No more than one (1) dog or cats shall be permitted in a household. In the case of birds, a maximum of two birds may be permitted. There shall be no limit as to the number of fish, but no more than one aquarium with a maximum capacity of seventy-five (75) gallons shall be permitted.
3. Pets other than a dog or cat shall be confined to an appropriate cage or container. Such a pet may be removed from the cage while inside the owner's housing unit for the purpose of handling, but shall not generally be restrained.
4. The pet must be kept in the resident's apartment. Cats and dogs must be leash walked by an adult or a child at least 12 years of age and appropriately and effectively restrained at all times when outside the unit. Under no circumstances may the pet be leashed tied/outside.
5. Pets are to be restrained on leashes no longer than four feet in length and are to be carried in elevators.
6. Pets are not permitted in the housing offices, maintenance shops/areas, playgrounds, community rooms, laundry rooms and office areas of the building. They are permitted in the halls and main lobby of the high-rises buildings for the purpose of going from and entering the buildings. They may not be exercised in the halls or lobbies.
7. Pet owners must provide proper care nutrition, exercise and medical care for the pet. Pets that appear to be poorly cared for will be reported to the appropriate authorities.
8. The pet must be kept under control at all times so that the pet does not jump up on other residents, guests or Housing Authority staff and that they are not bothered or unduly frightened by the behavior of the pet.
9. Pet owners must make arrangements for the care of the pet during any absence of more than ten (10) hours.
10. Exercising common sense and common courtesy with respect to other residents who may have sensitivities or allergies to, be easily frightened of or dislike pets.
11. Pet owners shall maintain their pet in such a manner as to prevent any damage to their unit, yard or common area of the community in which they live. Resident/pet owners shall not alter their unit, patio, premises or common areas to create any enclosure for any animal. The animal shall be maintained so as not to be a nuisance or a threat to the health or safety of neighbors, PHA employees, or the public, by reason of noise, unpleasant odors or other objectionable situations.
12. Each pet owner shall be fully responsible of the care of the pet, including proper disposal of pet wastes in a safe and sanitary manner. Improper disposal of pet

waste is a violation and may be grounds for termination of your lease.

Litter box requirements:

- A. All animal waste or the litter from litter boxes shall be picked up immediately by the pet owner, dispose of in sealed plastic trash bags, and placed in a trash bin.
- B. Litter shall not be disposed of by being flushed through a toilet.
- C. Litter boxes shall be stored inside the resident's dwelling unit.

Removal of Waste from Other Locations

- A. The resident/pet owner shall be responsible for the removal of any/all waste deposited by pets from the premises by placing it in a sealed plastic bag and disposing of it in an outside trash bin. This is required when walking your pet
- B. The resident/pet owner shall take adequate precautions to eliminate any pet odors within or around the unit and to maintain the unit in a sanitary condition at all times.

13. All pets shall be inoculated and licensed in accordance with applicable state and local laws. All cats or dogs shall be neutered, spayed, unless a veterinarian certifies that the spaying or neutering would be inappropriate or unnecessary because of health, age, etc.

14. **All pets shall be registered with the Management Office prior to their bringing into the unit.** Registration shall consist of providing:

- a. A non-refundable annual registration fee of \$25
- b. Basic information about the pet (type, age, description, name, etc.);
- c. Proof of inoculations and licensing
- d. Proof of neutering or spaying. All female dogs over the age of six (6) months and female cats over the age of five (5) months must be spayed. All male dogs over the age of eight (8) months and all male cats over the age of ten (10) months must be neutered. If health problems prevent such spaying or neutering, a veterinarian's certificate will be necessary to continue registration.
- e. Payment of a pet deposit of \$350 to be paid in full prior to the date the pet is properly registered and brought into the unit to defray the cost of potential damage caused by the pet to the unit or to common areas of the community. There shall be no pet deposit for pets other than dogs or cats. The pet deposit shall not preclude charges to a Resident for repair of damages caused by the pet and will reimburse the Authority for all costs it incurs in repairing such damages. The PHA reserves the right to change or increase the required deposit by amendment to these rules. This deposit is refundable if no damage is identified; and
- f. Written agreement from persons who will care for the pet if you become unable to do so.

If The PHA refuses to register a pet, a written notification will be sent to the pet owner stating the reason for the denial and shall be served in accordance with HUD notice requirements. The notice of refusal may be combined with a notice of a pet violation. The PHA will refuse to register a pet if:

- a) If the pet is in the unit prior to registration;
 - b) The pet is not a common household pet as defined in this policy;
 - c) Keeping the pet would violate any PHA Pet Rules;
 - d) The pet owner fails to provide complete pet registration information, or fails, to update the registration annually;
 - e) The PHA reasonably determines that the pet owner is unable to keep the pet in compliance with the pet rules and other lease obligations. The pet's temperament and behavior may be considered as a factor in determining the pet owner's ability to comply with provisions of the lease.
15. Pets which are not owned by a resident will not be allowed. No pets are allowed in a unit unless previously registered to that unit. Residents are prohibited from feeding or harboring stray animals.
16. The PHA may, after reasonable notice to the resident during reasonable hours, enter and inspect the premises, in addition to other inspections allowed.
- a. PHA will enter a unit, with a Police Officer, as an emergency if there is reason to believe a pet is being neglected, abused, or has possibly been abandoned.
17. If a determination is made on objective facts supported by written statements, that a resident/pet owner has violated the Pet Rule Policy, written notice will be served.

The notice will contain a brief statement of the factual basis for the determination and the pet rule(s) which were violated. The notice will also state:

- 1) That the resident/pet owner has three (3) days from the effective date of the service of notice to correct the violation or make written request for a meeting to discuss the violation;
- 2) That the resident/pet owner is entitled to be accompanied by another person of his or her choice at the meeting;
- 3) That the resident/pet owner's failure to correct the violation, request a meeting, or appear at a requested meeting may result in initiation of procedures to terminate the pet owner's residency.

If the pet owner requests a meeting within the three (3) day period, the meeting will be scheduled no later than five (5) calendar days before effective date of service of the notice, unless the pet owner agrees to a later date in writing.

18. If the resident/pet owner and the PHA are unable to resolve the violation at the meeting or the pet owner fails to correct the violation in the time period allotted by the PHA, the PHA may serve notice to remove the pet.

The notice shall contain

- a. A brief statement of the factual basis for the PHA's determination of the Pet Rule that has been violated;
 - b. The requirement that the resident/pet owner must remove the pet within forty-eight (48) hours of the notice; and,
 - c. A statement that failure to remove the pet may result in the initiation of termination of residency procedures.
19. The PHA may initiate procedures for termination of residency based on the pet rule violation if:
- a. The pet owner has failed to remove the pet or correct a pet rule violated within the time period specified; and,
 - b. The pet rule violated is sufficient to begin procedures to terminate residency under terms of the lease.
20. If the health or safety of the pet is threatened by the death or incapacity of the pet owner, or by other factors that render the owner unable to care of the pet, (including pets who are poorly cared for or have been left unattended for over twenty-four (24) hours), the situation will be reported to the Responsible Parties designated by the resident/pet owner.
21. The PHA will take all necessary steps to ensure that pets which become vicious, display symptoms of severe illness, or demonstrate behavior that constitutes an immediate threat to the health and safety of others, are referred to the appropriate State or local entity authorized to remove such animals.
22. Any litigation resulting from actions by pets shall be the sole responsibility of the pet owner. The pet owner agrees to indemnify and hold harmless the PHA from all claims, causes of action damages or expenses, including attorney's fees, resulting from the action or the activities of his or her pet. **THE PHA ACCEPTS NO RESPONSIBILITY FOR THE PET UNDER ANY CIRCUMSTANCES. The PHA strongly advises residents to obtain liability insurance.**

Type of Pet

Pet Name

**Inoculations (type & date)

*License Date

**Spay or neuter date

**Attach copies of certifications.

If a resident cannot care for their pet due to illness, absence, or death and the other care people can not be found to care for the pet, after twenty-four (24) hours have elapsed, the Resident hereby gives permission for the pet to be released to the Humane Society/Animal Control, in accordance with their procedures. In no case shall PHA incur any costs or liability for the care of a pet placed in the care of another individual or agency under this procedure.

Provide the name, address, phone number and signed agreement of two or more persons who will care for the pet if you are unable to do so.

Name

Address

Phone (day)

Phone(night)

This information will be updated annually.

NOTE: This policy is an agreement between the head of the household and the Plattsburgh Housing Authority and needs to be signed only if a pet is in the household.

As the head of the household, I have read the pet policy as written above and understand these provisions. I agree to abide by these provisions fully and understand that permission will be revoked if I fail to do so. Failure to comply with any part of the above and/or take corrective action after sufficient notice of the violations will be cause for termination of the lease. I have received a copy of this policy.

Name	Community or Building	Unit #
Resident		Date
Resident		Date
Plattsburgh Housing Authority Official		Date