

Plattsburgh Housing Authority Pet Policy & Registration

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 a dog, cat, bird, or fish that is traditionally recognized as a companion animal and is kept in the home for pleasure rather than commercial purposes. No more than one (1) dog, cat, or other common household pet as listed in this policy shall be permitted in a household (i.e., a resident may not have one dog *and* one cat, or one hamster *and* one gerbil). Common household pets do not include animals who would be allowed to produce offspring for sale. 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. The maximum number of birds allowed is two (2).

Fish In tanks or aquariums, not to exceed fifty (50) gallons in capacity; poisonous or dangerous fish are not permitted. There shall be no limit as to the number of fish, but no more than can be maintained in a safe and healthy manner in one aquarium with a maximum capacity of fifty (50) gallons shall be permitted and shall be counted as one (1) pet.

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

Chihuahua, Pekinese, Poodle, Schnauzer, Cocker Spaniel, Dachshund & Terriers

NO PIT BULLS, DOBERMANS, OR ROTTWEILERS ARE PERMITTED UNDER ANY CIRCUMSTANCES.

Cats Cats must be spayed or neutered and have a scratching post, and should not exceed twenty-five (25) pounds. They must be trained to use a litter box or other waste receptacle.

Rodents Hamsters and gerbils are considered common household pets; all others are not allowed. These animals must be kept in appropriate cages. The maximum number of hamsters/gerbils allowed is one (1).

Reptiles Small lizards such as chameleons are allowed. All other reptiles are **NOT** considered common household pets and are not allowed. They must be enclosed in an appropriate cage or container at all times. The maximum number of lizards allowed is one (1).

Exotic/ Prohibited Pets At no time will the PHA approve exotic pets such as snakes, monkeys, game pets ferrets, rabbits, turtles, guinea pigs, piranhas or iguanas, insects, arachnids, wild or feral animals, and pot-bellied pigs.

2. Any pet, other than a dog or cat, shall be confined to an appropriate cage or container. Such a pet may be removed from its cage while inside the owner's housing unit for the purpose of handling, but shall not generally be unrestrained.

3. The pet must be kept in the resident's apartment. Cats and dogs must be on a leash and walked by an adult or 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 inside or outside the dwelling at any time.

4. Pets are to be restrained on leashes no longer than four feet in length and are to be carried in elevators.
5. Pets are not permitted in housing offices, maintenance shop areas, playgrounds, community rooms, laundry rooms and office areas of the buildings. They are permitted in the halls and main lobby of the high-rise buildings for the purpose of going from and entering the buildings. They may not be exercised in the halls or lobbies.
6. 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.
7. 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.
8. Pet owners must make arrangements for the care of the pet during any absence of more than ten (10) hours.
9. Exercise common sense and common courtesy with respect to other residents who may have sensitivities or allergies to, be easily frightened of, or dislike pets.
10. Pet owners shall maintain their pet in such a manner as to prevent any damage to their unit, yard or common areas of the community in which they live. Residents/Pet owners shall not alter their unit, patio, premises or common areas to create any enclosure for any animal. Residents/Pet owners shall not install pet doors. 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.
11. Each pet owner shall be fully responsible for 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 litter from litter boxes shall be picked up immediately by the pet owner, disposed 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.
12. **All cats and dogs shall be inoculated and all dogs licensed in accordance with applicable state and local laws. All cats or dogs shall be neutered or spayed;** exceptions may be made upon veterinary certification that subjecting this particular pet to the procedure would be temporarily or permanently medically unsafe or unnecessary. Failure to comply will result in a pet violation.
 13. **All cats and dogs shall be registered with the Management Office and approved prior to being brought into the unit.** Registration shall consist of providing the following:

- a. A non-refundable annual pet fee of \$15 due before each May. If payment is made on or after May 1st, you will be charged an additional \$10 (total fee of \$25).
 - b. Basic information about the pet (type, age, description, name, etc.).
 - c. Proof of inoculations (cats and dogs) and licensing (dogs).
 - d. Payment of a pet deposit of \$200 and a non-refundable registration fee of \$25 is 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 done on an ongoing basis by a pet. The resident is responsible for all damage 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.
 - e. Completed pet registration form which is a pet agreement between the PHA and the household requesting the pet.
 - f. Resident must place the pet sticker, which is provided by the PHA, on the bottom, left corner of the window on the apartment storm door. For all apartments without a storm door, please place the pet sticker on your apartment door, to the right of the security peephole.
14. 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 as follows:
- 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 restrictions listed in this policy;
 - 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 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;
 - f. The applicant has previously been charged with animal cruelty under state or local law; or has been evicted, had to relinquish a pet or has been prohibited from future pet ownership due to pet rule violations or court order.
15. Pets which are not owned by a resident will not be allowed. No pets are allowed in a unit unless registered to that unit and approved by the PHA. Residents are prohibited from feeding or harboring stray animals. If a resident harbors a pet that has not been approved or registered by the Plattsburgh Housing Authority, the PHA will send written notice with a \$25.00 pet fine for the first offense and the resident must remove or register the pet within 3 business days. If the pet is not removed or registered within 3 business days of the first notice, a second notice will be sent and a \$50.00 pet fine will be assessed to the resident. If the resident still does not remove or register the pet within 3 business days of the second notice, the PHA may proceed with an eviction against the resident. If a resident is found to have harbored any unapproved or

unregistered animal or animals (the same or different animals) a total of 3 times within any twelve (12) month period, and notice of the violations have been provided as outlined herein, the PHA may proceed with an eviction against the resident. For example, if a resident receives three separate "first notices" under this paragraph in a twelve-month period, the resident will be subject to eviction.

16. The PHA may, after reasonable notice to the resident during reasonable hours, enter and inspect the premises in addition to other inspections allowed. 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. Aside from the notice and fine procedure outlined in section 15 above for unregistered animals, if a determination is made on objective facts, supported by written statements, that a resident/pet owner has violated any other pet rules, PHA will serve a written notice of the violation upon the resident which 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 the following:
 - a. That the resident/pet owner has ten (10) business 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;
 - b. That the resident/pet owner is entitled to be accompanied by another person of his or her choice at the meeting;
 - c. 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 remove the pet or to terminate the pet owner's residency.
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 the following:
 - 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 thirty (30) calendar days 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 for the following reasons:
 - a. The pet owner has failed to remove the pet or correct a pet rule violation within the time period specified; and,
 - b. The pet rule violation is sufficient to begin procedures to terminate residency under terms of the lease.
20. If the death or incapacity of the pet owner threatens the health or safety of the pet, or abandonment, or other factors occur that render the owner to care for the pet, the situation will be reported to the responsible party designated by the pet owner. If the responsible party is unwilling or unable to care for the pet, or if the PHA, after reasonable efforts, cannot contact the responsible party, the PHA may contact the appropriate state or local agency and request removal of the pet.
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 or safety of others, are immediately removed from the premises by referring the situation 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 CIRCUMSTANCE. The PHA strongly advises resident to obtain liability insurance.**

