

Chapter 10

PET POLICY

[24 CFR 5.309]

INTRODUCTION

PHAs have discretion in the development of policies pertaining to the keeping of pets in public housing units. This Chapter explains LSHA's policies on the keeping of pets and any criteria or standards pertaining to the policy. The rules adopted are reasonably related to the legitimate interest of LSHA to provide a decent, safe and sanitary living environment for all tenants, to protecting and preserving the physical condition of the property, and to preserve the financial interest of LSHA.

The purpose of this policy is to establish LSHA's policy and procedures for ownership of pets in elderly and disabled units as well as in family units, and to ensure that no applicant or resident is discriminated against regarding admission or continued occupancy because of ownership of pets. LSHA also establishes reasonable rules governing the keeping of common household pets.

Nothing in this policy or the dwelling lease limits or impairs the right of persons with disabilities to own animals that are considered a disability service or companion animal.

In accordance with Section 526 of the Quality Housing and Work Responsibility Act of 1998 (QHWRA), LSHA hereby sets forth rules and regulations concerning pet ownership in its public housing units. Only "common household pets" as defined herein will be permitted in LSHA owned properties.

A common household pet, for the purposes of LSHA's conventional housing program: A domesticated animal, such as a dog, cat, bird, or fish that is traditionally kept in the home for pleasure rather than for commercial or breeding purposes. Common household pet does not include reptiles. This definition shall not include animals that are used to assist persons with disabilities.

Residents may own and keep fish or birds in accordance with the dwelling lease.

Residents may own only one four-legged animal, either one dog or one cat. There is restriction on the numbers and containments of birds or fish are listed in the policy.

A. EXCLUSION FROM THE PET POLICY FOR ANIMALS THAT ASSIST PERSONS WITH DISABILITIES (FHEO 2013-01)

FHEO Notice 2013-01 explains certain obligations of housing providers under the Fair Housing Act (Act), Section 504 of the Rehabilitation Act of 1973 (Section 504), and the Americans with Disabilities Act (ADA) with respect to animals that provide assistance to individuals with disabilities. The Department of Justice's (DOJ) amendments to its regulations' for Titles H and III of the ADA limit the definition of "service animal" under the ADA to include only dogs (and small horses), and further define "service animal" to exclude emotional support animals.

This definition, however, does not limit LSHA's obligation to make reasonable accommodations for assistance animals under the Act or Section 504. Persons with disabilities may request a reasonable accommodation for any assistance animal, including an emotional support animal, under both the Act and Section 504. In situations where the ADA and the Act/Section 504 apply simultaneously (*e.g.*, a public housing agency, sales or leasing offices, or housing associated with a university or other place of education), housing providers must meet their obligations under both the reasonable accommodation standard of the Act/Section 504 and the service animal provisions of the ADA.

LSHA's Pet Policy shall neither apply to animals that are used to assist persons with disabilities and their assistance animals, who visit LSHA's developments and dwelling units. Pet policies do not apply to either service animals or companion animals. 24 CFR 5; 24 CFR 960.705. Residents with an animal that assists persons with disabilities must still comply with all other conditions of the lease, including but not limited to; maintaining property, fulfilling housekeeping and not disturbing other resident's peaceful enjoyment of the property.

LSHA must grant this exclusion if the following is provided:

- The resident or prospective resident verifies that they are persons with disabilities by completing LSHA's reasonable accommodation process.
- The animal has been trained to assist persons with the specific disability (example, guide dog); and
- The animal actually assists the person with a disability.

Note: Written certification of training for the animal is not required, nor should it be requested.

Certain entities will be subject to both the service animal requirements of the ADA and the reasonable accommodation provisions of the Act and/or Section 504. These entities include, but are not limited to, public housing agencies and some places of public accommodation, such as rental offices, shelters, residential homes, some types of multifamily housing, assisted living facilities, and housing at places of education.

LSHA will must ensure compliance with all relevant civil rights laws. As noted above, compliance with the Act and Section 504 does not ensure compliance with the ADA. Similarly, compliance with the ADA's regulations does not ensure compliance with the Act or Section 504. The preambles to DOJ's 2010 Title II and Title III ADA regulations state that public entities or public accommodations that operate housing facilities "may not use the ADA definition [of "service animal"] as a justification for reducing their Act obligations. LSHA will apply this standard.

Companion Service Animal

Distinction is hereby given to "companion animals" and "service animals." If the animal does not have specific disability related training but is necessary in coping with the disability (for instance, if the animal provides emotional support to a person with a panic disorder), the animal is a "companion animal" not a "service animal."

A "service animal" means any guide dog, signal dog, or other animal individually trained to provide assistance to an individual with a disability. Service animals are equivalent to other "auxiliary aids" such as wheelchairs and eyeglasses, and as such must be permitted. 24 CFR 5.303; 28 CFR 36.104.

When an applicant or resident with a disability asserts and can verify that an animal is a companion or service animal for his/her disability, the applicant should make a request for a reasonable accommodation; specifically, to be allowed to keep the animal by completing LSHA's reasonable accommodation process.

LSHA will require verification that the applicant is a "qualified individual with handicaps" as defined by 24 CFR 8.3, and that the animal is necessary in coping or assisting with the disability.

Upon receipt of verifications, LSHA will approve the animal.

Residents requiring more than one animal as either a "companion animal" or "service animal" must request the animal by completing LSHA's reasonable accommodation process.

B. MANDATORY RULES FOR RESIDENTS WITH PETS

In accordance with 24 CFR 960.707, LSHA hereby sets forth the following rules for pet ownership in its conventional housing units:

Registration

1. The Resident must request and receive written formal approval from the LSHA prior to bringing the common household pet, (hereinafter referred to as "pet") on the premises. The pet request shall be made on the standard form "Pet Occupancy

Request/Registration Form" (LSHA PM Form, Exhibit "5").

2. Registration of the pet shall include a photograph that is retained in the Tenant file. The photograph will be utilized to confirm identity of the pet in case of emergency and to ensure that the same pet registered is the pet occupying the resident's dwelling unit.
3. Residents registering pets that are not fully-grown at the execution of the initial Pet Addendum will be required to report back to the development office at the first year anniversary of the agreement in order that the pet may be re-photographed for identification purposes.
4. At the time of registration, Resident must provide information sufficient to identify the pet and to demonstrate that it is a common household pet..
5. The name, address, and phone number of one or more responsible parties who will care for the pet if the pet owner dies, is incapacitated, or is otherwise unable to care for the pet must be provided at the time of registration.
6. A Pet Policy Addendum must be completed and signed prior to the pet being allowed in the unit.
7. Pet Deposits or Pet Fees must be current in accordance with the pet provisions.
8. There is a limit on the number of pets and the resident is in compliance with all provisions.
9. No visiting pets are allowed on LSHA property.

Dogs

1. If the pet is a dog, it shall not weigh more than 25 pounds (fully grown) and stand no more than 20 inches in height from the front shoulder of the animal.
2. Must adhere to the breed restrictions in this policy
3. Must be spayed or neutered, must be housebroken, must have all inoculations and must be licensed as specified now or in the future by State law or local ordinance.
4. Doghouses located outside any dwelling unit are prohibited.

Cats

1. The weight of a domesticated cat cannot exceed fifteen (15) pounds (fully-grown).
2. The resident must provide waterproof and leak proof litter boxes for cat waste, which must be kept inside the dwelling unit. Litter boxes must be changed twice per week at a minimum. Cardboard boxes are not acceptable and will not be approved. The resident shall not permit refuse from litter boxes to accumulate, become odorous, to become unsightly, or unsanitary.
3. Must be spayed or neutered, must be housebroken, must have all inoculations and must be licensed as specified now or in the future by State law or local ordinance.

Dog/Cat—Spaying and Neutering

If the pet is a dog or cat, it must be spayed/neutered by six months of age. Evidence of spaying/neutering can be proved by a statement/bill from a licensed veterinarian and/or staff of the Humane Society or by means of the veterinarian certification.

Birds

1. Maximum number: 1
2. Must be enclosed in a cage at all times.

Fish

If the pet is fish, the aquarium must be twenty gallons or less, and the container must be placed in a safe location in the unit. The resident is limited to one container for fish; however, there is no limit on the number of fish that can be maintained in the container as long as the container is maintained in a safe and non-hazardous manner. Residents shall be responsible for any damage caused by leakage or spillage from the aquarium or fish bowl. The aquariums must be on a provable stand that is stable and cannot be easily pushed over. Aggressive, dangerous, and/or poisonous species of fresh water or salt water fish are prohibited.

Rodents (Guinea pig, hamster, or gerbil ONLY; mice and rats are not allowed.)

1. Maximum number 1
2. Must be enclosed in an acceptable cage at all times Must have any or all

inoculations as specified now or in the future by State law or local ordinance.

Turtles

1. **Maximum number 1**
2. **Must be enclosed in an acceptable terrarium at all times.**
3. **Snapping turtles shall not be allowed.**
4. **Turtles with a weight of over 10 pounds fully grown shall not be allowed.**

Inoculations/Vaccinations

If the pet is a cat, dog, or other four-legged animal, it must have received rabies and distemper inoculations or boosters, as applicable. The resident shall provide the LSHA with evidence of inoculations certified by a licensed veterinarian or a State or local authority empowered to inoculate animals (or designated agent of such an authority) stating that the pet has received all inoculations required by applicable State and local law. Said certification may be provided on the veterinarian's statement/bill.

Licensing

1. Licensing of all dogs shall be required in accordance with applicable State and local law on an annual basis. The dog must always wear a license with owner's name, address and telephone number.
2. In the event that applicable State or local law changes with reference to licensing of any and all pets, LSHA will require its residents to comply upon appropriate notice.

Sanitary Conditions

The pet rules shall prescribe sanitary standards to govern the disposal of pet waste. These rules are as follows:

- Resident shall be responsible for immediately disposing of all animal waste excreted inside the development building or on the development grounds.
- Pet waste may be disposed in designated areas for the development (pet waste stations, trash can, or dumpsters).
- Waste must be placed in a plastic bag, tightly secured and deposited in a dumpster or properly disposed .
- Poorly disposed waste will not be tolerated and will be subject to a \$25.00 charge per incident.

- Each time a pet owner fails to remove pet waste in accordance with this rule, a \$25.00 charge will be levied to the resident's account.
- Conditions outlined in Cats #2, above, pertaining to cat waste shall also prevail.

General Provisions

1. All pets must be housed within the unit and no facilities can be constructed outside of the unit for any pet.
2. Costs incurred by LSHA for **extermination of fleas, ticks, and other animal related pests**, will be deducted from the pet security deposit after either the pet is removed or the resident vacates. Residents are encouraged to use flea controls to get rid of fleas and other animal-related pests on an "as needed" basis.
3. Pet(s) shall not disturb, interfere or diminish the peaceful enjoyment of other residents. The terms, "disturb, interfere or diminish" shall include but is not limited to: barking, meowing, crying, howling, chirping, biting, scratching and other like activities. This includes any pets that make noise continuously and/or incessantly for a period of 10 minutes or intermittently for one-half hour or more and therefore disturbs any person at any time of the day or night. The LSHA will terminate this authorization if a pet disturbs other residents under this section of the lease addendum. The resident will be given one week to make other arrangements for the care of the pet or the dwelling lease will be terminated.
4. Each pet must be maintained responsibly and in accordance with this pet ownership lease addendum and in accordance with all applicable ordinances, state and local public health, animal control, and animal anti-cruelty laws and regulations governing pet ownership.
5. Pets may not be bred or used for any commercial purposes on LSHA property.

C. CONTROL OF ANIMAL

1. No animal shall be permitted to be loose and if the pet is taken outside it must be taken outside on a chain leash **no longer than five (5') feet** and kept off lawns designated to other residents. Retractable leashes are prohibited. Animals cannot be tied on LSHA property- for example- tied to clothes pole, fixture or tree. Any dog, no matter the breed or size, must be properly and safely muzzled when leaving the unit.

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2. All authorized pet(s) must be under the control of an adult leaseholder. An unleashed pet, or one tied to a fixed object, is not under the control of an adult. LSHA staff will contact the local Humane Society or Animal Control Officer in the event pets are found to be unleashed, or leashed and unattended, on LSHA property. It shall be the responsibility of the resident to reclaim the pet and at the expense of the resident.
 3. The resident pet owner shall have canine pets restrained so that maintenance can be performed in the dwelling unit. The resident **shall** whenever an inspection or maintenance is scheduled, either be at home or shall have all animals restrained or caged. If a maintenance person enters an apartment where an animal is not restrained, maintenance shall not be performed, and the resident pet owner shall be charged a fee of \$25.00. If the situation again occurs, the pet shall be removed from the premises. Pets that are not caged or properly restrained will be impounded and reported to the local Humane Society for removal. It shall be the responsibility of the resident pet owner to reclaim the pet at the expense of the resident. The Housing Authority shall not be responsible if any animal escapes from the residence due to its maintenance, inspections, or other activities.

D. UNATTENDED PETS

Pet(s) may not be left unattended for more than ten (10) consecutive hours. If it is reported to LSHA staff that a pet has been left unattended for more than a ten- (10) hour period, LSHA staff may enter the unit and remove the pet and transfer the pet to the humane society. Any expense to remove and reclaim the pet from any facility will be the responsibility of the resident.

E. PROHIBITED PETS

1. LSHA will forbid the following kinds of animals from being kept as pets on any of its properties: Pit bull, Rottweiler, German Shepherd, Chow, Doberman Pinscher, Siberian Husky or any species considered vicious, intimidating, or kept for the purpose of training for fighting or wagering of bets (i.e. roosters for "cockfighting", etc.). LSHA forbids the keeping of animals that have had their vocal cords cut, by a process commonly known as "debarking."
2. Exotic pets or barnyard animals are prohibited. (Snakes, reptiles including lizards, and spiders are considered exotic pets.) (exception is a small horse that is a reasonable accommodation service animal)
3. Animals who would be allowed to produce offspring for sale.
4. Wild animals, feral animals, and any other animals that are unamenable to routine human handling.

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5. Animals of species commonly used on farms, such as chickens, pot-bellied pigs, goats.
 6. Non-human primates.
 7. Animals whose climatologically needs cannot be met in the unaltered environment of the individual dwelling unit.
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 9. The following restrictions apply to pets, based on weight, size and inherent dangerousness, including prohibitions against the keeping of:
 - Any animals whose weight could exceed the policy maximum weight and size by adulthood.
 - Ferrets or other animals whose natural protective mechanisms pose a risk to small children of serious bites and lacerations.
 - Hedgehogs or other animals whose protective instincts and natural body armor produce a risk to children of serious puncture injuries.
 - Chicks or other animals that pose a significant risk of salmonella infection to those who handle them.
 - Pigeons, doves, mynah birds, psittacoses birds, and birds of other species that are hosts to the organisms causing psittacosis in humans.

Tenants must adhere to the restrictions on numbers and types of pets.

F. PET POLICY VIOLATION PROCEDURES

LSHA reserves the right to require residents to remove any pet from the premises whose conduct (noise, biting, breeding, etc.) or condition is duly determined to constitute a nuisance or a threat to the health or safety of the other occupants or pets of the development, neighbors, staff, or visitors. LSHA reserves the right to remove such a pet in the event that the pet owner does not or cannot remove the pet.

Notice of Pet Policy Violation

If LSHA determines on the basis of objective facts, supported by written statements, that a pet owner has violated a rule governing the owning or keeping of pets:

- LSHA may serve a written notice of Pet Policy violation on the pet owner in accordance with the dwelling lease. The notice of pet rule violation must:

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1. Contain a brief statement of the factual basis for the determination and the pet rule or rules alleged to be violated;
 2. State that the pet owner has five (5) days from the effective date of service of the notice to correct the violation (including, in appropriate circumstances, removal of the pet) or to make a written request for a meeting to discuss the violation;
 3. State that the pet owner is entitled to be accompanied by another person of his or her choice at the meeting; and
 4. State that the pet owner's failure to correct the violation, to request a meeting, or to appear at a requested meeting may result in initiation of procedures to terminate the pet owner's tenancy.

Pet Policy Violation Private Conference

If the pet owner makes a timely request for a private conference to discuss an alleged Pet Policy violation, LSHA shall establish a mutually agreeable time and place for the private conference but no later than three (3) days from the effective date of service of the notice of Pet Policy violation.

At the pet rule violation private conference, the pet owner and LSHA representative shall discuss any alleged Pet Policy violation and attempt to correct it. LSHA may, as a result of the meeting, give the pet owner additional time to correct the violation.

Notice for Pet Removal

If the pet owner and LSHA are unable to resolve the Pet Policy violation at the pet rule violation private conference, or if a representative of LSHA staff determines that the pet owner has failed to correct the Pet Policy violation within any additional time provided herein, the LSHA may serve a written notice on the pet owner in accordance with Section of the Dwelling Lease or at the private conference, if appropriate, requiring the pet owner to remove the pet. The notice must:

1. Contain a brief statement of the factual basis for the determination and the Pet Policy or rules that have been violated;
2. State that the pet owner must remove the pet within five (5) days of the effective date of service of the notice of pet removal (or the private conference, if notice is served at the private conference); and
3. State that failure to remove the pet may result in initiation of procedures to terminate the pet owner's tenancy.

Initiation of Procedures to Remove a Pet or Terminate the Pet Owner's Tenancy

LSHA may not initiate procedures to terminate a pet owner's tenancy based on a Pet Policy violation, unless:

1. The pet owner has failed to remove the pet or correct a pet rule violation within the applicable time period specified in this section (including any additional time permitted by the owner); and
2. The Pet Policy violation is sufficient to begin procedures to terminate the pet owner's tenancy under the terms of the lease and applicable regulations.

LSHA may initiate procedures to remove a pet under 24 CFR 5.327 (threat to health and safety) at any time, in accordance with the provisions of applicable State or local law.

G. SCHEDULE OF PET FEES AND INITIAL DEPOSIT

DEPOSIT SCHEDULE

(A Pet Deposit is required for each pet at the time of registration)

Type of Pet	Deposit
Dog	\$150
Cat	\$150
Fish Aquarium (less than 20 gallons)	\$150
Fish Bowl (Requires no power and no larger than two gallons)	\$50
Caged Pets	\$150

Note: The above schedule is applicable for each pet; therefore, if a resident pet owner has more than one pet he or she must pay the applicable deposit for each pet.

ALL PET AGREEMENTS SIGNED WITH RESIDENTS OF LSHA PRIOR TO THE ADOPTION OF THIS POLICY ARE NOT SUBJECT TO PAYING ADDITIONAL DEPOSIT AMOUNTS OR FEE REQUIREMENTS. RESIDENTS SIGNING PET POLICY ADDENDUM'S FOLLOWING THE ADOPTION OF THIS POLICY WILL BE SUBJECT TO PAYING FEES FOR ANY NEW OR ADDITIONAL PETS.

The entire deposit(subject to the exception listed below) must be paid prior to the execution of the Pet Policy Addendum or in accordance with this policy. No pet shall be allowed in the unit

prior to the completion of the terms of this Pet Policy.

The Pet deposit shall be paid at the time of approval of the pet and all proof of inoculations and other requirements shall be made available to the LSHA at such time. The pet deposit made shall be utilized to offset damages caused by the pet and/or tenant. Any balance, if any, from the deposit will be refunded to the tenant.

Pet Deposits

LSHA will allow lump sum payment of the deposit prior to the approval of the pet:

- LSHA reserves the right to change or increase the required deposit by amendment to these rules.
- LSHA will refund the Pet Deposit to the tenant, less any damage caused by the pet to the dwelling unit, upon removal of the pet or the owner from the unit.
- LSHA will return the Pet Deposit to the former tenant or to the person designated by the former tenant in the event of the former tenant's incapacitation or death minus damages to the unit.
- LSHA will provide the tenant or designee identified above with a written list of any charges against the pet deposit. If the tenant disagrees with the amount charged to the pet deposit, LSHA will provide a meeting to discuss the charges.

All reasonable expenses incurred by LSHA as a result of damages directly attributable to the presence of the pet in the project will be the responsibility of the resident, including:

- The cost of repairs and replacements to the resident's dwelling unit;
- Fumigation of the dwelling unit;
- Common areas of the project.

Pet Deposits are not a part of rent payable by the resident.

Any damage to the apartment, building, grounds, flooring, walls, trim, finishes, tiles, carpeting, or stains thereon, will be the full responsibility of the resident and the resident agrees to pay any costs involved in restoring the apartment to its original condition.

If LSHA finds a residual odor problem left in the apartment, the resident agrees to pay for the cost of any and all materials or chemicals needed to repair to remove the odor. If odor removal fails, the resident agrees to pay for replacement of carpeting, padding, wallboard, baseboard, etc.,

as is deemed necessary. The resident also agrees to abide by management's decision as to what is necessary.

It shall be a serious violation of the lease for any resident to have a pet without proper approval and without having complied with the terms of this policy. Such violation shall be considered to be a serious violation of the lease and this Addendum and the Housing Authority will issue a termination notice. The resident will be entitled to a grievance hearing in accordance with the provisions of the dwelling lease.

It is understood and agreed that LSHA is not responsible for any damages caused by the pet including but not limited to: bites and scratches to residents, neighbors, visitors, staff, LSHA contractors, and others who are lawfully on the LSHA's premises or other pets or service animals.

H. FORMS

PET POLICY ADDENDUM

LSHA

This Addendum is being executed in Accordance with the terms of the Dwelling Lease.

Section I. Pet Ownership

A resident may own one or more common household pets or have one or more common household pets present in the dwelling unit of such resident, subject to the following conditions:

1. Each head of household may own up to the limit of pets under the LSHA policy. LSHA shall only allow one 4-legged pet per household.
2. If the pet is a dog or cat, it must be neutered/spayed by the age of six (6) months. The evidence can be provided by a statement/bill from a veterinarian, certified on LSHA Form and/or staff of the local humane society. Evidence must be provided prior to the execution of this agreement and/or within 10 days of the pet becoming of the age to be neutered/spayed. Resident must provide waterproof and leak proof litter boxes for cat waste, which must be kept inside the dwelling unit. Cardboard boxes are not acceptable and will not be approved. The Resident shall not permit refuse from litter boxes to accumulate nor to become unsightly or unsanitary. Also, the weight of a cat cannot exceed ten (10) pounds (fully grown) and a dog may not exceed the limit of the policy in weight (fully-grown).
3. If the pet is a bird, it shall be housed in a birdcage and cannot be let out of the cage at any time.
4. If the pet is a fish, the aquarium must be twenty (20) gallons or less, and the container must be placed in a safe location in the unit. The Resident is limited to one container for the fish; however, there is no limit on the number of fish that can be maintained in the container as long as the container is maintained in a safe and non-hazardous manner.
5. If the pet is a cat or dog, it must have received rabies and distemper inoculations or boosters, as applicable. Evidence of inoculations can be provided by a statement/bill from veterinarian, certified on LSHA Form, or by staff of the Humane Society and must be provided before the execution of the Pet Policy Addendum.

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6. All pets must be housed within the unit and no facilities can be constructed outside of the unit for any pet. No animal shall be permitted to be loose and if the pet is taken outside it must be taken outside on a leash and kept off other Resident's lawns. Also, all pets must wear collars with identification and license at all times. Pets without a collar will be picked-up immediately by the Humane Society, county dog warden, or other appropriate agency.
 7. All pet(s) must be under the control of an adult leaseholder. An unleashed pet, or one tied to a fixed object, is not considered to be under the control of an adult leaseholder. Pets, which are unleashed, or leashed and unattended, on housing authority property, may be impounded and reported to the local Humane Society, dog warden or other appropriate agency for pick-up. It shall be the responsibility of the Resident to reclaim the pet at the expense of the Resident.
 8. Pet(s) may not be left unattended for more than ten (10) consecutive hours. If it is reported to LSHA staff that a pet(s) has been left unattended for more than a ten (10) consecutive hour period, LSHA staff may enter the unit with the humane society, dog warden or other appropriate agency to pick-up the animal. Any expense to remove and reclaim the pet from any facility will be the responsibility of the Resident. In the case of an emergency, LSHA will work with the resident to allow no more than 24 hours for the resident to make accommodations for the pet.
 9. Pet(s), as applicable, must be weighed by a veterinarian or staff of the Humane Society. A statement containing the weight of the pet must be provided to LSHA prior to the execution of this agreement and upon request by the LSHA at any time following the inception of the Pet Policy Addendum.
 10. Responsible Pet Ownership: Each pet must be maintained responsibly and in accordance with this pet ownership lease addendum and in accordance with all applicable ordinances, state and local public health, animal control, and animal anti-cruelty laws and regulations governing pet ownership. Any waste generated by a pet must be properly and promptly disposed of by the tenant to avoid any unpleasant and unsanitary odor from being in the unit in accordance with the provisions of LSHA's Pet Policy.
 11. Prohibited Animals: Animals or breeds of animals that are considered by LSHA to be vicious and/or intimidating will not be allowed. Some examples of animals that have a reputation of a vicious nature are: reptiles, Rottweiler, Doberman Pinscher, Pit Bulldog, German Shepherd, Chow, and/or any animal that displays vicious behavior. This determination will be made by a LSHA representative prior to the execution of this lease addendum.

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12. Pet(s) shall not disturb, interfere or diminish the peaceful enjoyment of other residents. The terms, "disturb, interfere or diminish" shall include but not be limited to barking, meowing, crying, howling, chirping, biting, scratching and other like activities. This includes any pets that make noise continuously and/or incessantly for a period of 10 minutes or intermittently for one-half hour or more and therefore disturbs any person at any time of the day or night. The LSHA will terminate this authorization if a pet disturbs other residents under this section of the lease addendum. The resident will be given one week to make other arrangements for the care of the pet or the dwelling lease will be terminated.
 13. If the animal should become destructive, create a nuisance, represent a threat to the safety and security of other persons, or create a problem in the area of cleanliness and sanitation, the LSHA will notify the tenant, in writing, that the animal must be removed from the development, within five (5) days of the date of the notice from LSHA. The Resident may request a hearing, which will be handled according to LSHA's established grievance procedure. The pet may remain with the resident during the hearing process unless LSHA has determined that the pet may be a danger or threat to the safety and security of other persons. If this determination has been made by LSHA, the pet must be immediately removed from the unit upon receipt of the notice from LSHA.
 14. The Resident is solely responsible for cleaning up the waste of the pet within the dwelling and on the premises of the public housing development. If the pet is taken outside, it must be on a leash at all times. If there is any visible waste by the pet, it must be disposed of in a plastic bag, securely tied and placed in the garbage receptacle for their unit. If the Housing Authority staff is required to clean any waste left by a pet, the Resident will be charged \$25 for the removal of the waste.
 15. The Resident shall have pets restrained so that maintenance can be performed in the apartment. The Resident shall, whenever an inspection or maintenance is scheduled, either be at home or shall have all animals restrained or caged. If a maintenance person enters an apartment where an animal is not restrained, maintenance shall not be performed, and the Resident shall be charged a fee of \$25.00. If this same situation again occurs, the pet shall be removed from the premises. Pets that are not caged or properly restrained may be impounded by animal control officers and taken to the local Humane Society or dog warden. It shall be the responsibility of the Resident to reclaim the pet at the expense of the Resident. The Housing Authority shall not be responsible if any animal escapes from the residence due to maintenance, inspections, or other activities of the landlord.
 16. Pets may not be bred or used for any commercial purposes on LSHA property.

Section II. SCHEDULE OF FEES AND DEPOSITS

FEE AND DEPOSIT SCHEDULE

(A Pet Fee and Deposit is required for each pet)

Type of Pet	Fee	Deposit
Dog	\$150	\$150
Cat	\$150	\$150
Fish Aquarium	\$0	\$0
Fish Bowl (Requires no power and no larger than two gallons)	\$0	\$0
Caged Pets	\$0	\$0

Note: The above schedule is applicable for each pet; therefore, if a resident has more than one pet he or she must pay the applicable annual fee and deposit for each pet. Annual fees will be due each year on the anniversary date of signing the Pet Addendum.

The entire fee (subject to the exception listed below) must be paid prior to the execution of the lease addendum. No pet shall be allowed in the unit prior to the completion of the terms of this pet policy.

The fee shall be paid at the time of the pet approval and all proof of inoculations and other requirements shall be made available to the Housing Authority at such time. The pet fee is not reimbursable. The deposit made shall be utilized to offset damages caused by the pet and/or tenant. Any balance, if any, from the deposit will be refunded to the tenant. **THERE SHALL BE NO REFUND OF THE PET FEE.**

It shall be a serious violation of the lease for any resident to have a pet without proper approval and without having complied with the terms of this policy. Such violation shall be considered to be a serious violation of the lease and this Addendum and the Housing Authority will issue a termination notice. The resident will be entitled to a grievance hearing in accordance with the provisions of the dwelling lease.

It is understood and agreed that LSHA is not responsible for any damages caused by the pet including but not limited to: bites and scratches to residents, neighbors, visitors, staff, LSHA contractors, and others who are lawfully on the LSHA's premises or other pets or service animals.

RESIDENT ACKNOWLEDGMENT

After reading and/or having read to me this lease addendum I/we the undersigned, hereinafter "I," agree to the following:

I agree to abide by the requirements outlined in this lease addendum for pet ownership and to keep the pet(s) in accordance with this lease addendum.

I agree and understand that I am liable for any damage or injury whatsoever caused by pet(s) and shall pay LSHA for any damages or injury caused by the pet(s). I also realize that I should obtain liability insurance for pet ownership and that paying for the insurance is my responsibility.

I agree to accept full responsibility and will indemnify and hold harmless LSHA for any claims by or injuries to third parties or their property caused by my pet(s).

I agree to pay a non-refundable fee of \$_____ to cover some of the additional operating cost incurred by the LSHA. I also understand that this fee is due and payable prior to the execution of this lease addendum.

I agree to pay a refundable pet deposit of \$_____ to LSHA. The Fee and initial Deposit must be paid prior to the execution of this lease addendum. The pet deposit may be used by LSHA at the termination of the lease toward payment of any rent or toward payment of any other costs made necessary because of my occupancy of the premises. Otherwise, the pet deposit, or any balance remaining after final inspection, will be returned to me after the premises are vacated and all keys have been returned.

I AGREE AND UNDERSTAND THAT ALL INFORMATION CONCERNING MY PET (S) MUST BE UPDATED ANNUALLY AND PROVIDED TO THE LSHA AT THE ANNUAL REEXAMINATION.

I AGREE AND UNDERSTAND THAT VIOLATING THIS LEASE ADDENDUM MAY RESULT IN THE REMOVAL OF THE PET (S) FROM THE PROPERTY OF THE LSHA AND/OR EVICTION. I, ALSO UNDERSTAND THAT I MAY NOT BE ALLOWED TO OWN ANY TYPE OF PET IN THE FUTURE WHILE BEING AN OCCUPANT OF THE LSHA.

I ALSO UNDERSTAND THAT I MUST OBTAIN PRIOR APPROVAL FROM LSHA BEFORE MAKING A CHANGE OF A PET FOR WHICH THIS POLICY WAS APPROVED OR ADDING A SECOND PET. ALSO, A PICTURE MAY BE TAKEN BY LSHA STAFF OF THE PET (S) FOR DOCUMENTATION. THE PICTURE WILL BE MAINTAINED IN THE RESIDENT'S FILE WITH THE APPROPRIATE LSHA MANAGEMENT OFFICE.

Head of Household (Undersigned)

Date

Housing Authority Representative

Date

Exhibit "1"

Preliminary Request for a Reasonable Accommodation

Leaseholder/Resident/Advocate Name: _____ S.S. #: _____

Current Address: _____ Move-In Date: _____

of Bedrooms: _____ Member of Household Accommodation is requested for: _____

A reasonable accommodation is needed because:

The accommodation will:

- Help you live in the housing or take part in LSHA's program;
- Help you meet the lease requirements of LSHA's program;
- Help you meet other requirements of LSHA's program.

Do not tell the LSHA the name of your disability or the nature or extent of your disability.

Physician/Health Care Provider name, address and telephone number:

Other comments you would like to make regarding this request:

By signing below you confirm the accuracy of the information submitted above. You will be mailed by the LSHA an "Authorization for Release of Medical Information" which will be forwarded to your physician. Your physician will then be required to confirm your eligibility and justify your request for LSHA.

Once this process has been completed, LSHA will be in contact with you regarding the status of your request, which is based on medical reasons.

Leaseholder/Resident Signature

Phone Number

Date of Request

Do not write below line

For Office Use Only

LSHA's Signature: _____

Date Received by LSHA: _____

Date Authorization for Release of Medical Information sent to Leaseholder/Resident: _____

Date Medical Justification Letter sent to physician/health care provider: _____

LSHA Form

01/06

Exhibit "2"

AUTHORIZATION FOR RELEASE OF MEDICAL INFORMATION

To: _____

(Name & Address of Medical Provider)

RE: _____

The undersigned hereby authorizes you to verify, to the LSHA, whether the undersigned is an individual with handicaps as defined by 24 CFR 8.3. The undersigned also authorizes you to disclose to the LSHA, the undersigned's need, if any, for an accessible feature (reasonable modification) to the undersigned's unit and/or a change in LSHA's policies and/or procedures (reasonable accommodation) so that the undersigned may have an equal opportunity to use and enjoy his/her dwelling unit. The undersigned further authorizes you to disclose, to the LSHA, exactly what is requested to accommodate the limitations imposed by the undersigned's handicaps, if any. However, you are not authorized to provide access to confidential medical records or disclose the specific handicaps to the LSHA.

I hereby waive and release you from any restrictions imposed by law in disclosing any professional observation or communication to the LSHA that is within the scope of this authorization.

This authorization is valid for ninety (90) days. A photocopy of this authorization shall be as effective as the original.

/

Date Signature

Exhibit "3"

DEFINITIONS

To: Doctor/Other Qualified Person

Pursuant to 24 CFR 8.3, the definition of an individual with handicaps is provided below:

Individual with handicaps means any person who has a physical or mental impairment that substantially limits one or more major life activities; has a record of such an impairment; or is regarded as having such an impairment. For purposes of employment, this term does not include: Any individual who is an alcoholic or drug abuser whose current use of alcohol or drugs prevents the individual from performing the duties of the job in question, or whose employment, by reason of current alcohol or drug abuse, would constitute a direct threat to property or the safety of others; or any individual who has a currently contagious disease or infection and who, by reason of such disease or infection, would constitute a direct threat to the health or safety of other individuals or who, by reason of the currently contagious disease or infection, is unable to perform the duties of the job. For purposes of other programs and activities, the term does not include any individual who is an alcoholic or drug abuser whose current use of alcohol or drugs prevents the individual from participating in the program or activity in question, or whose participation, by reason of such current alcohol or drug abuse, would constitute a direct threat to property or the safety of others. As used in this definition, the phrase:

- (a) Physical or mental impairment includes:
 - (1) Any physiological disorder or condition, cosmetic disfigurement, or anatomical loss affecting one or more of the following body systems: Neurological; musculoskeletal; special sense organs; respiratory, including speech organs; cardiovascular; reproductive; digestive; genito-urinary; hemic and lymphatic; skin; and endocrine; or
 - (2) Any mental or psychological disorder, such as mental retardation, organic brain syndrome, emotional or mental illness, and specific learning disabilities. The term physical or mental impairment includes, but is not limited to, such diseases and conditions as orthopedic, visual, speech and hearing impairments, cerebral palsy, autism, epilepsy, muscular dystrophy, multiple sclerosis, cancer, heart disease, diabetes, mental retardation, emotional illness, drug addiction and alcoholism.
- (b) Major life activities means functions such as caring for one's self, performing manual tasks, walking, seeing, hearing, speaking, breathing, learning and working.
- (c) Has a record of such an impairment means has a history of, or has been misclassified as having, a mental or physical impairment that substantially limits one or more major life activities.
- (d) Is regarded as having an impairment means:
 - (1) Has a physical or mental impairment that does not substantially limit one or more major life activities but that is treated by a recipient as constituting such a limitation;
 - (2) Has a physical or mental impairment that substantially limits one or more major life activities only as a result of the attitudes of others toward such impairment; or
 - (3) Has none of the impairments defined in paragraph (a) of this section but is treated by a recipient as having such an impairment.

Exhibit "4"

LSHA PM Form #78

Revised January 2006

PET OCCUPANCY REQUEST/REGISTRATION FORM

Resident Name: _____

Resident Address: _____

Resident Home Phone Number: _____

Resident Work Phone Number: _____

Alternate Pet Contact: _____

Address of alternate pet contact/care giver: _____

Home Phone Number: _____ Work Phone Number: _____

(List more than one, if applicable)

(To be completed by Veterinarian)

Description of Pet:

Name: _____

Breed: _____

Age: _____

Color: _____

Additional Markings/Information: _____

Height: _____

Weight: _____

Projected Weight at full growth: _____

Veterinarian's Signature

Date

“Exhibit “5”

PET OCCUPANCY REGISTRATION FORM

Resident Name: _____

Resident Address: _____

Resident Home Phone Number: _____

Resident Work Phone Number: _____

Alternate Pet Contact: _____

Address of alternate pet contact/care giver: _____

Home Phone Number: _____ Work Phone Number: _____

(List more than one, if applicable)

Description of Pet:

Name: _____ Breed: _____

Age: _____ Color: _____

Additional Markings/Information: _____

Height: _____ Weight: _____

Projected Weight at full growth: _____

License No.: _____

Copy of License/Tag obtained: Yes No

Picture of Pet is to be attached to this form.

Veterinarian Information/Certifications:

Name of Veterinarian: _____

Address: _____

Phone No.: _____

Certification of Inoculations: _____

Dated: _____

Date spayed or neutered: _____

How long has resident owned this pet? _____

Has your pet lived in rental housing before? _____ Yes _____ No

If so, fill in the following:

Name of apartment complex: _____

Manager's Name: _____

Phone No.: _____

Registration of all pets must be submitted to the Management Office before the pet is permitted on the premises.

Signature

Date

(For LSHA use only)

Pet Photographed by: _____

LSHA Staff

Date

Resident has paid the appropriate Pet Deposit and Annual fee for the pet(s) being registered.

_____ Yes _____ No

Pet identification sticker affixed to unit door/window:

By: _____

LSHA Staff

Date

Photo to be affixed here & filed with the agreement

