



## **YORK HOUSING AUTHORITY PET POLICY**

Inasmuch as it is the mandate of the Congress of the United States to pursue a policy of allowing pets in housing communities, the York Housing Authority is committed to making this policy work for the well-being of all. The York Housing Authority allows for pet ownership in its developments with the written pre-approval of the Housing Authority. In exchange for this right, the resident assumes full responsibility and liability for the pet and agrees to hold the York Housing Authority harmless from any claims caused by an action or inaction of the pet.

This policy does not apply to Service animals that are used to assist persons with disabilities. Service animals are allowed in all public housing facilities with no restrictions other than those imposed on all tenants to maintain their units and associated facilities in a decent, safe, and sanitary manner and to refrain from disturbing their neighbors. A Service animal is defined as a dog that is individually trained to do work or perform tasks for the benefit of an individual with a disability, including a physical, sensory, psychiatric, intellectual or other mental disability. Dogs whose sole function is to provide comfort or emotional support do not qualify as service animals under the ADA.

This policy does apply to Medically Necessitated Accommodation Animals except as stated below. An Accommodation Animal is defined as a pet who has been approved by the Accommodation Committee for a disabled resident that provides a physician's verification that the resident is disabled under the Fair Housing Law and that the animal is necessary for the medical support of the individual. The Pet Deposit does not apply to these animals and the accommodation animal has access rights to all common areas of the public housing facilities as long as they are properly controlled and leashed by the owner. All other requirements of this Pet Policy apply to approved Medically Necessitated Accommodation Animals.

Accommodation Animals will not be accepted if acceptance would (1) result in substantial physical damage to the property of others unless the threat can be eliminated or significantly reduced by a reasonable accommodation; (2) pose an undue financial and administrative burden; or (3) fundamentally alter the nature of the Authority's program.

A fundamental alteration would include an animal that is not kept in specified areas or defecates and urinates in public spaces other than those designated as dog walks. A tenant must provide all needed care for their animal.

This Pet Policy is designed to recognize the rights and needs of both the Pet Owner and Non-Pet Owner.

The following rules apply only to residents. These rules are not to be construed as changing in any way, the policy of "No Visiting Animals".

1. Pet Definition – Pet is defined as a domesticated small animal traditionally kept in the home

for pleasure rather than for utility or commercial purposes. Called “common household pets”, this includes dogs, cats, birds (this does not include gallinaceous or other common domestic fowl), fish and turtles in aquariums, gerbils, hamsters, guinea pigs, and rabbits. Common household pets do not include reptiles (except turtles), mice, rats, ferrets, spiders, snakes, pigs, fowl & pigeons or exotic animals. Residents must notify the Housing Manager for consideration of any pets not covered by this definition. The Authority may prohibit a type animal the Authority classifies as dangerous, provided such classification is consistent with applicable State and/or local laws.

2. Number of Pets Permitted – No more than one dog or cat is permitted in an apartment. There may be no more than two birds or other caged animals per apartment. (All pets, other than cats, dogs, fish, and turtles are to be kept in a cage). No limit is placed on the number of fish or turtles; however, the size of the fish tank/aquarium may not exceed 10 gallons. Any animal deemed to be potentially harmful to the health or safety of others, including attack or fight trained animals, will not be allowed. Guests are not permitted to bring any type of pet onto the premises.
3. Location of the Pet in the Building – The presence of a pet is not to constitute a serious health threat to existing tenants. To accommodate the residents, who have medically certified allergic or phobic reactions to dogs, cats, or other pets, those pets may be barred from certain wings, floors, or area in our developments(s)/building(s)). This shall be implemented based on need, and the accommodation need verified.

With the exception of Service and Accommodation animals, no pets shall be allowed in the community room, kitchen, laundry rooms, public bathrooms, lobby, hallways other than to enter and leave the building, or office in any of our sites.

Pets must be contained or carried in elevators in such a manner that prohibits any potential for attack against another individual or pet.

4. Pet Deposit – Each dog and cat owner must provide a pet security deposit in the amount of \$300 in addition to the standard rental security deposit. This deposit shall be maintained in a separate account as provided for by State law and HUD regulations for the maintenance of security deposits. The deposit shall be paid in full upon the addition of a dog or cat to the unit as permitted under this policy. The amount of the pet deposit is established to reflect the potential cost to clean, repair or replace any furnishings or fixtures which may be soiled or damaged by such pet, or to correct any damage done to any part of the apartment, the building or grounds. Upon termination of residence by the pet owner, or removal of the dog or cat from the owner’s apartment, an inspection will be performed to determine if all or part of the pet deposit will be refunded after the deduction of needed repairs and maintenance, if any.
5. Size of Pets – Dogs or cats shall weigh no more than thirty (30) pounds at maturity.
6. Registration with Management – Every dog and cat must be registered with the management office upon admission and thereafter annually on the anniversary date of admission.

Registration of dogs and cats requires proof of a current dog license and up- to-date proof of inoculations. See more information about requirements below (7. Licensure and Inoculations). Such tests, vaccines, or shots shall be maintained on an annual basis, unless otherwise specified by a veterinarian. A verification letter that a cat or dog has been spayed or neutered (see specifics below) is required prior to admission. Evidence of the pet being free of fleas and ticks and verification of an alternate caretaker are also required as discussed below. Prior to admittance of a pet into the facility, residents will be required to complete a Pet Ownership Application Form. This form and the Pet Determination form will be reviewed by management with all items listed as being required checked as “pass” prior to management’s approval:

7. Licensure and Inoculations – Every dog must wear a current Animal License, a tag bearing the resident’s name and telephone number or address, and a tag with the date of the latest rabies inoculation. Cats must wear the tag bearing the resident’s name and telephone number or address, and a tag with the date of the latest rabies inoculation. Cats must have current inoculations as appropriate to the species including, but not limited to, feline distemper shots and rabies. Dogs shall have certificates of appropriate inoculations for heartworm, parvo-virus, and rabies. Current vaccinations and inoculations and all other conditions for which shots are normally administered are required for all pets as appropriate with copies of this information to be provided to the Management Office. Documentation of vaccinations and registrations is required annually.
8. Spay or Neuter Requirements – Female cats and dogs over six months of age must be spayed, and males over eight months must be neutered, unless a licensed veterinarian gives medical reasons why such is detrimental to the pet’s health.
9. Liability – Residents owning pets shall be liable for the entire amount of all damages to Authority property caused by their pet and all cleaning, de-fleaing and deodorizing required because of such pet. Pet owners shall be strictly liable for injury to other pets, injury to persons, or damage to property that may be caused by the pet. It is highly recommended that residents owning pets obtain liability insurance to cover against such potential claims.

Any charges by the Authority for damages to property must be paid in full when billed. There will be no payment agreements permitted, no matter how high the cost.

10. Housekeeping – The apartment must be kept free of odors and maintained in a clean and sanitary condition. At least weekly, kitty litter is to be bagged securely in heavy plastic trash bags, tied and carried to the dumpster or appropriate receptacle as designated by the Housing Authority. Do Not Throw Down the Trash Chute. Do Not Flush kitty litter into commode.

Birds and rodents must be maintained in a cage; turtles in an aquarium.

Any damage or soiling done by any pet must be reported immediately to the Housing Manager.

Pet bedding shall not be washed in any common laundry facilities. Pets cannot be kept, bred, or

used for any commercial purpose.

11. Waste Control – Pet Owners shall be responsible for immediate clean up of pet waste. Pet waste is to be disposed of in the manner determined by the Housing Authority for that site. Each dog or cat must be completely “house-broken” before being brought into the dwelling, unless it is a puppy, which will have one month from approval to meet this requirement. Each site will have a designated area to be used exclusively for exercising pets. Except for the designated area, all other areas of the grounds will be off limits for exercising pets. When accidents occur inside, immediate and thorough clean-up is required of the owner.

Residents owning cats shall maintain waterproof litter boxes for cat waste. Refuse from litter boxes, or pet cages shall not accumulate or become unsightly or unsanitary. Litter and refuse shall be disposed of in an appropriate manner, as determined by the Housing Authority Management Office for the site.

12. Flea Control – Pet Owners will be required to provide certification that the dog or cat is free of ticks and fleas at the time the application to allow a pet is submitted to the Management Office.
13. Pet Control in Public Area – Any cat with front leg claws shall at all times be carried in a secure cat carrier while being transported within any common area of the building. Pets must be on a leash outside of the building, this includes a fenced in yard area, and must be carried, with leash on, in all public areas within an apartment building. The hallways and stairways are forbidden as areas to “walk” or “exercise” any pet. Pets are not permitted to be “penned” on the balconies. No outdoor cages or dog houses will be permitted. When outside the dwelling, someone must be attending the pet at all times. Pets will be allowed only in designated areas on the grounds of the property if the York Housing Authority designates a pet area for the particular site. Pets are not permitted in playground areas. Under no circumstances may any pet of any kind be taken into or permitted to be in the recreation/community room, laundry room, or any other “common room” and shall be permitted in the hallways/entry ways of the building only for the time necessary to enter or leave the building. Pet owners shall be responsible for immediate clean up of any “waste accidents” that occur in the public areas.
14. Fire Emergency – If evacuation is necessary in case of fire, the Fire Department will be responsible for the evacuation of residents first, and then the pet.
15. Noise – No pet may make noise that disrupts other residents. Barking and/or whining dogs and crying or “caterwauling” cats will not be considered acceptable pets. Pets who make noise continuously and/or incessantly for a period of 15 minutes or intermittently for one half hour or more to the disturbance of any person at any time of day or night shall be considered a nuisance. All local ordinances or codes regarding noise will apply.

Violation of this provision of this rule may result in removal of pet in conformance with paragraph 20.

16. Pet Behavior – No pet that bites, attacks or demonstrates other aggressive behavior toward

humans may be kept. Pets must be leashed or caged when Housing Authority staff or representatives enter the dwelling for purposes of conducting Authority business.

17. Harm to Person – If a pet causes harm to any person, the pet’s owner shall be required to permanently remove the pet from the Housing Authority’s property within 24 hours of written notice from the Housing Authority. The pet owner may also be subject to termination of his/her lease.
18. Alternate Caretaker – The pet owner must supply Management with the names of at least two persons who will be willing to assume immediate responsibility for the pet in case of an emergency (i.e., when the pet owner is absent or unable to adequately maintain the pet). Written verification of the willingness of these persons to assume alternate caretaker responsibility is required. It is the responsibility of the pet owner to inform the Management of any change in the names, addresses, or telephone numbers of persons designated as alternate caretakers. Any expenses relating to alternate caretakers are the responsibility of the pet owner.

In case of emergency, when the Management is unable to reach the alternate caretaker(s), the pet owner agrees to allow Management to place the pet in an appropriate boarding facility with all fees and costs born by the pet owner. Within five days of such an emergency, the resident, his agent, family or estate must make arrangements with the owner of said pet as to its disposition and shall be responsible for all obligations, financial and otherwise, in such disposition. No dog or cat shall be left alone in any apartment overnight.

The resident pet owner absolves Management and/or its agents of any or all liability, financial or otherwise, for actions taken on behalf of the pet owner, or the well-being of the pet.

No pet shall be left unattended in any dwelling for longer than 12 hours. If the pet is left unattended and no arrangements have been made for its care, the Housing Authority will have the right to enter the premises and take the un-cared-for pet to be boarded at a local animal care/rescue facility at the total expense of the tenant.

19. Management will handle Complaints/Problems – Complaints and/or problems concerning a pet/pet owner. If, in the judgment of the Manager, any pet becomes a threat to the safety or comfort or quiet enjoyment of the premises to any other tenant, neighbor, employee or visitor, or if such pet causes substantial damage to any part of the building or grounds, or the furnishings and fixtures thereof, including damage to the pet owner’s dwelling, or the pet owner has violated the rules contained in these Pet Regulations, Pet Owner must remove the pet from the property within ten (10) days following Management request.

More than two legitimate complaints, within a twelve consecutive month period, will mean the pet must be removed. Failure to comply would result in eviction.

20. Shared Costs – Additional costs as a result of pet ownership shall not be distributed to all residents but rather may be prorated and shared by pet owners only. This would include such costs as excrement disposal facilities, pet shelters, exercise areas, and such additional costs, which shall be recommended by the pet owners or the resident association.

21. Specially-trained Animals – Specially-trained animals to assist the visually and/or hearing impaired and other handicapped persons will not be required to meet the limitations as to pet size, are permitted access to all portions of the building residents are permitted, and are exempt from the security deposit requirements. All other regulations relating to proper care of the pet, licensing, and inoculations shall apply.
22. No-Visiting Animals Allowed – These rules pertain only to residents and resident pet owners. No visiting pets are allowed. No resident may “pet-sit” in their apartment any pet that is owned by a resident or non-resident.
23. Management’s Determination Form – Management will be required to complete the Management’s Determination Form. This form will be used to determine whether the pet should be admitted into the building. Management reserves the right to prohibit the admission of any pet in cases where it determines the pet or pet owner will not be able to meet the requirements of the rules in this policy.
24. Threats to Health or Safety –
  - a. Nothing in this pet policy prohibits a Manager or an appropriate community authority from requiring the removal of any pet from a development, if the pet’s conduct or condition is duly determined to constitute, under the provisions of State or Local law, a nuisance or a threat to the health or safety of the occupants of the development or of other persons in the community where the development is located.
  - b. If a pet becomes vicious, displays symptoms of severe illness, or demonstrates other behavior that constitutes an immediate threat to the health or safety of the tenancy as a whole, the Manager may request the pet owner immediately to remove the pet from the home/site. If the pet owner refuses to remove the pet, or if the Manager is unable to contact the pet owner, the Manager may contact the appropriate State or Local Authority (or designated agent of such an authority) to have the pet immediately removed from the premises.
25. Pet Owners will be required to comply with any additional pet rules adopted by Housing Authority of the City of York. All proposed policy amendments will have a thirty (30) day comment period for the tenants to file written comments to Management.
26. Routine Maintenance – Maintenance men will not go into apartments to do routine maintenance, unless the pet owner is home and places the pet under control while he is there.
27. Hold Harmless – The Housing Authority of the City of York and staff are in no way responsible for any actions or injuries or damages caused by any tenant’s pet. A pet is the sole responsibility of the tenant owner.