

CHAPTER 9 PART 1 PET POLICY

1. EXCLUSIONS

A. *SERVICE AND ASSISTANCE ANIMAL EXCLUSION*

This policy does not apply to animals used to assist persons with disabilities. Service and assistance animals are allowed in all public housing facilities. Residents must ensure service and assistance animals do not pose a direct threat to the health or safety of others or cause substantial physical damage to the development, dwelling unit, or property of other residents and must refrain from disturbing their neighbors.

2. PETS IN PUBLIC HOUSING

The Shelton Housing Authority allows for pet ownership in its development with the written pre-approval of the Housing Authority. Residents are responsible for any damage caused by their pets, including the cost of fumigating or cleaning their units. In exchange for this right, the resident assumes full responsibility and liability for the pet and agrees to hold the Shelton Housing Authority harmless from any claims caused by any action or inaction of the pet.

3. APPROVAL

Residents must have the prior written approval of the Shelton Housing Authority and the pet deposit paid before moving a pet into their unit. Residents must request permission on the Pet Application Form, which must be fully completed before the Housing Authority will approve the request. Residents must also complete a Pet Registration Form which includes a picture of the pet so it can be identified. Residents must be in good standing and in compliance with their lease (rent is current and no tenant damages).

4. TYPES AND NUMBER OF PETS

The Shelton Housing Authority will allow only one (1) common household pets. This means only domesticated animals such as a dog, a cat, a bird, one rodent in a cage (including rabbits), fish in an aquarium will be allowed in the units. Common household pets do not include reptiles (except turtles).

All dogs and cats must be spayed or neutered before they become six months old. A licensed veterinarian must verify this fact.

Only one (1) four-legged, warm-blooded animal (i.e., dog, cat, hamster, etc.) is allowed per unit. Such animals shall not exceed eighteen (18) inches in height and twenty-five (25) pounds in weight at maturity.

Animals referenced under Prohibited Animals are not permitted even if they meet the weight and height criteria.

In the case of fish, residents may keep no more than can be maintained safely and healthily in a tank holding up to 10 gallons. Such a tank or aquarium will be counted as one pet.

Any animal deemed to be potentially harmful to the health or safety of others, including attack or fight trained dogs, will not be allowed.

No animal may exceed twenty-five (25) pounds in weight projected at full adult size.

PROHIBITED ANIMALS:

Many animals do not meet the definition of a common household pet, and management reserves the sole right to decide regarding any such animal listed under this section. The following includes animals not traditionally kept in the home for pleasure and therefore will not be permitted on the premises of the Shelton Housing Authority:

1. Any animal whose adult weight will exceed 25 pounds.
2. Dogs not permitted under state or local law or code.
3. Reptiles such as snakes, alligators, lizards, iguanas, chameleons, etc.
4. Farm animals such as chickens, pigs, cows, mules, horses, etc.
5. Wild animals such as lions, leopards, bears, tigers, wolves, etc.
6. Ferrets or other animals whose natural protective mechanisms pose a risk to small children of serious bites.

5. INOCULATIONS

To be registered, pets must be appropriately inoculated against rabies, distemper, and other conditions prescribed by state and local ordinances. They must comply with all other state and local public health, animal control, and anti-cruelty laws, including any licensing requirements. A certification signed by a licensed veterinarian shall be annually filed (at Annual Recertification) with the Shelton Housing Authority to attest to the inoculations.

6. PET DEPOSIT

A pet deposit of \$250.00 is required at the time of submitting the Pet Application Form and Pet Registration Form. Residents must have prior approval of Shelton Housing Authority prior to moving the pet into their unit at Shelton Housing Authority. The deposit is refundable when the pet and/or the family vacates the unit, less any amounts owed due to damage beyond normal wear and tear.

7. FINANCIAL OBLIGATION OF RESIDENTS

Any resident who owns or keeps a pet in their dwelling unit will be required to pay for any damages caused by the pet. Also, any pet-related insect infestation in the pet owner's unit will be the pet owner's financial responsibility, and the Shelton Housing Authority reserves the right to exterminate and charge the resident.

8. NUISANCE OR THREAT TO HEALTH OR SAFETY

The pet and its living quarters must be maintained to prevent odors and any other unsanitary conditions in the owner's unit and surrounding areas.

The pet must be maintained in a healthy condition, being bathed, and groomed as necessary for the health of the animal.

Repeated, substantiated complaints by neighbors or Shelton Housing Authority personnel regarding pets disturbing the peace of neighbors through noise, odor, animal waste, or any other nuisance may result in the owner having to remove the pet or move him/herself.

Pets who make noise continuously and/or incessantly for ten (10) 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.

9. REGISTRATION

All pets must be registered at the following events:

- Initial occupancy of tenant or pet
- At annual reexamination
- At a change in pet status

Registration forms are attached to this policy.

10. DESIGNATION OF PET AREAS

Pets must always be kept in the owner's unit or on a leash when outside the unit (no outdoor cages, no dog runs, no pens, no dog houses may be constructed). No pet, at any time, shall be permitted to run loose. "Run loose" shall be defined as: "Not being attached to a device which is held by or attached to the pet owner, or the owner's designated responsible person, by which that person can fully control the pet's actions. It shall not be permitted at any time for any person to place upon or attach to the exterior of any Shelton Housing Authority property, any item that will accommodate, protect, or secure any pet. Persons who walk pets are responsible for immediately cleaning up after their animals and discarding securely bagged pet droppings. Pet owners must clean up after their pets and are responsible for disposing of pet waste.

Except for assistance or support animals, no pets shall be allowed in the community room, kitchen, laundry rooms, public bathrooms, lobby, hallways, or office.

11. MISCELLANEOUS RULES

Pets may not be left unattended in a dwelling unit for over ten (10) hours. If the pet is left alone and no arrangements have been made for its care, the SHA will have the right to enter the premises and take the uncared for pet to be boarded at a local animal care facility at the total expense of the resident.

Pet bedding shall not be washed in any common laundry facilities.

Residents must take appropriate actions to protect their pets from fleas and ticks.

All dogs must wear a tag bearing the resident's name and phone number and the date of the latest rabies vaccination.

Pets cannot be kept, bred, or used for any commercial purpose.

Damage to yards such as holes and pet droppings shall be tenant responsibility and SHA will charge accordingly.

Residents owning cats shall maintain waterproof litter boxes for cat waste. Refuse from litter boxes shall not accumulate or become unsightly or unsanitary. Litter shall be disposed of appropriately. Litter shall not be disposed of in toilets or sinks.

A pet owner shall physically control or confine their pet during the times when SHA employees, agents of the SHA, or others must enter the pet owner's apartment to conduct business, provide services, enforce lease terms, etc.

If a pet causes harm to any person, the pet's owner shall be required to permanently remove the pet from the SHA's property within twenty-four (24) hours of written notice from the SHA. The pet owner may also be subject to termination of their dwelling lease.

A pet owner who violates any other conditions of this policy may be required to remove their pet from the development within ten (10) calendar days of written notice from the Shelton Housing Authority. The pet owner may also be subject to termination of their dwelling lease.

The Shelton Housing Authority's grievance procedures shall apply to all individual grievances or disputes arising out of violations or alleged violations of this policy.

12. VISITING PETS

Pets that meet the size and type criteria outlined above may visit the units where pets are allowed for two weeks without Shelton Housing Authority approval but are required to inform SHA staff of the visiting animal. Tenants who have visiting pets must abide by the conditions of this policy regarding health, sanitation, nuisances, and the peaceful enjoyment of others. If visiting pets violate this policy or cause the tenant to break the lease, the tenant will be required to remove the visiting pet.

13. RESPONSIBLE PERSON

A “Responsible Person” is any family member at least 18 years of age with the physical stamina and mental alertness to keep the pet under control and must be:

1. Familiar with the pet’s temperament, disposition, and behavior patterns.
2. Aware of and willing to abide by the pet rules and lease provisions.
3. Able and willing to provide proper nourishment, medical attention, and general good care and treatment of the pet.

14. REMOVAL OF PETS

The Shelton Housing Authority, or an appropriate community authority, shall require the removal of any pet from a project if the pet's conduct or condition is determined to be a nuisance or threat to the health or safety of other occupants of the project or of other persons in the community where the project is located.

In the event of illness or death of a pet owner, or in the case of an emergency which would prevent the pet owner from adequately caring for the pet, the Shelton Housing Authority has permission to call the emergency caregiver designated by the resident or the local Pet Law Enforcement Agency to take the pet and care for it until family or friends would claim the pet and assume responsibility for it. Any expenses incurred will be the responsibility of the pet owner.

(Signature of Head of Household)

(Date)

(Signature of Spouse/Other Adult)

(Date)

(Signature of PHA Representative)

(Date)