

Chapter 10

PETS

[24 CFR 5, Subpart C; 24 CFR 960, Subpart G]

INTRODUCTION

This chapter explains the OHA's policies on the keeping of pets and describes any criteria or standards pertaining to the policies. The rules adopted are reasonably related to the legitimate interest of the OHA to provide a decent, safe and sanitary living environment for all tenants, and to protect and preserve the physical condition of the property, as well as the financial interest of the OHA.

The chapter is organized as follows:

Part I: Service Animals and Assistance Animals. This part explains the difference between service animals, assistance animals, and pets, and contains policies related to the designation of a service animal or assistance animal as well as their care and handling.

Part II: Pet policies for all developments. This part includes pet policies that are common to both elderly/disabled developments and general occupancy developments.

Part III: Pet deposits and fees for elderly/disabled developments. This part contains policies for pet deposits and fees that are applicable to elderly/disabled developments.

Part IV: Pet deposits and fees for general occupancy developments. This part contains policies for pet deposits and fees that are applicable to general occupancy developments.

PART I: SERVICE ANIMALS AND ASSISTANCE ANIMALS

[Section 504; Fair Housing Act (42 U.S.C.); 24 CFR 5.303; 24 CFR 960.705; Notice FHEO 2013-01]

10-I.A. OVERVIEW

This part discusses situations under which permission for a service animal or an assistance animal may be denied, and also establishes standards for the care of service and assistance animals.

Notice FHEO 2013-01 was published April 25, 2013. The notice explains the difference between service animals and assistance animals. While the ADA applies to the premises of public housing agencies and to “public accommodations” such as stores and movie theaters, it does not apply to private-market rental housing. Therefore, in public housing the PHA must evaluate a request for a service animal under both the ADA and the Fair Housing Act. Service animals are limited to trained dogs.

Neither service animals nor assistance animals are pets, and thus, are not subject to the PHA’s pet policies described in Parts II through IV of this chapter [24 CFR 5.303; 960.705; Notice FHEO 2013-01].

10-I.B. APPROVAL OF SERVICE ANIMALS AND ASSISTANCE ANIMALS

Notice FHEO 2013-01 states that the PHA should first evaluate the request as a service animal under the ADA. The PHA may only ask whether the dog is a service animal required due to a disability, and what tasks the animal has been trained to perform.

The PHA cannot require proof of training or certification for a service animal, even if the disability and/or tasks performed are not readily apparent. If the disability and/or tasks performed are not readily apparent, no further inquiries may be made.

PHAs may only deny a request for a service animal in limited circumstances:

- The animal is out of control and the handler does not take effective action to control it
- The animal is not housebroken, or
- The animal poses a direct threat to health or safety that cannot be eliminated or reduced by a reasonable modification of other policies

A service animal must be permitted in all areas of the facility where members of the public are allowed.

If the animal does not qualify as a service animal under the ADA, the PHA must next determine whether the animal would qualify as an assistance animal under the reasonable accommodation provisions of the Fair Housing Act. Such assistance animals may include animals other than dogs.

A person with a disability is not automatically entitled to have an assistance animal. Reasonable accommodation requires that there is a relationship between the person’s disability and his or her need for the animal [PH Occ GB, p. 179].

A PHA may not refuse to allow a person with a disability to have an assistance animal merely because the animal does not have formal training. Some, but not all, animals that assist persons with disabilities are professionally trained. Other assistance animals are trained by the owners themselves and, in some cases, no special training is required. The question is whether or not the animal performs the assistance or provides the benefit needed by the person with the disability [PH Occ GB, p. 178].

A PHA's refusal to permit persons with a disability to use and live with an assistance animal that is needed to assist them, would violate Section 504 of the Rehabilitation Act and the Fair Housing Act unless [PH Occ GB, p. 179]:

- There is reliable objective evidence that the animal poses a direct threat to the health or safety of others that cannot be reduced or eliminated by a reasonable accommodation, or
- There is reliable objective evidence that the animal would cause substantial physical damage to the property of others.

PHAs have the authority to regulate service animals and assistance animals under applicable federal, state, and local law [24 CFR 5.303(b)(3); 960.705(b)(3)].

OHA Policy

For an animal to be excluded from the pet policy and be considered a service animal, it must be a trained dog, and there must be a person with disabilities in the household who requires the dog's services.

For an animal to be excluded from the pet policy and be considered an assistance animal, there must be a person with disabilities in the household, and the family must request and the OHA approve a reasonable accommodation in accordance with the policies contained in Chapter 2.

10-I.C. CARE AND HANDLING

HUD regulations do not affect any authority a PHA may have to regulate service animals and assistance animals under federal, state, and local law [24 CFR 5.303; 24 CFR 960.705].

OHA Policy

Residents must care for service animals and assistance animals in a manner that complies with state and local laws, including anti-cruelty laws.

Residents must ensure that service animals 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.

When a resident's care or handling of a service animal or assistance animal violates these policies, the OHA will consider whether the violation could be reduced or eliminated by a reasonable accommodation. If the OHA determines that no such accommodation can be made, the OHA may withdraw the approval of a particular service or assistance animal.

PART II: PET POLICIES FOR ALL DEVELOPMENTS

[24 CFR 5, Subpart C; 24 CFR 960, Subpart G]

10-II.A. OVERVIEW

The purpose of a pet policy is to establish clear guidelines for ownership of pets and to ensure that no applicant or resident is discriminated against regarding admission or continued occupancy because of ownership of pets. It also establishes reasonable rules governing the keeping of common household pets. This part contains pet policies that apply to all developments.

10-II.B. MANAGEMENT APPROVAL OF PETS

Registration of Pets

PHAs may require registration of the pet with the PHA [24 CFR 960.707(b)(5)].

OHA Policy

Pets must be registered with the OHA before they are brought onto the premises.

Registration includes documentation signed by a licensed veterinarian or state/local authority that the pet has received all inoculations required by state or local law, and that the pet has no communicable disease(s), has been spayed or neutered, is pest-free, and that the pet does not weight more than 25 pounds. For puppies, the vet shall indicate whether the pet's anticipated adult weight will or will not exceed 25 pounds. Birds require current certification from a licensed veterinarian or appropriate State or local authority that the bird is healthy and free of communicable disease(s). Permitted rodents (guinea pig, hamster, or gerbil only) must be enclosed in a cage at all times and must have any or all inoculations as specified now or in the future by State law or local ordinance. Pet registration must be renewed annually and will be coordinated with the annual reexamination date.

The family must also provide proof of licensing in the City of Oxnard and a color photo of the pet prior to OHA approval and must renew registration of any pet annually. Dogs and cats must wear a pet identification at all times.

Pets will not be approved to reside in a unit until completion of the registration requirements.

Due to the nature and design of the complexes, dogs and cats will not be permitted at the Plaza Vista and Palm Vista Senior Apartments.

Refusal to Register Pets

OHA Policy

The OHA will refuse to register a pet if:

The pet is not *a common household pet* as defined in Section 10-II.C.

Keeping the pet would violate any pet restrictions listed in this policy

The pet owner fails to provide complete pet registration information, or fails to update the registration annually

The applicant has previously been charged with animal cruelty under state or local law; or has been evicted, had to relinquish a pet or been prohibited from future pet ownership due to pet rule violations or a court order

The OHA 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.

If the OHA refuses to register a pet, a written notification will be sent to the pet owner within 10 business days of the OHA's decision. The notice will state the reason for refusing to register the pet and will inform the family of their right to appeal the decision in accordance with the OHA's grievance procedures. The notice of refusal may be combined with a notice of a pet violation.

Pet Agreement

OHA Policy

Residents who have been approved to have a pet must enter into a pet agreement with the OHA, or the approval of the pet will be withdrawn.

The pet agreement is the resident's certification that he or she has received a copy of the OHA's pet policy and applicable house rules, that he or she has read the policies and/or rules, understands them, and agrees to comply with them.

The resident further certifies by signing the pet agreement that he or she understands that noncompliance with the OHA's pet policy and applicable house rules may result in the withdrawal of OHA approval of the pet or termination of tenancy.

10-II.C. STANDARDS FOR PETS [24 CFR 5.318; 960.707(b)]

PHAs may establish reasonable requirements related to pet ownership including, but not limited to:

- Limitations on the number of animals in a unit, based on unit size
- Prohibitions on types of animals that the PHA classifies as dangerous, provided that such classifications are consistent with applicable state and local law
- Prohibitions on individual animals, based on certain factors, including the size and weight of the animal
- Requiring pet owners to have their pets spayed or neutered

PHA's may not require pet owners to have any pet's vocal cords removed.

PHA's may not require pet owners to obtain or carry liability insurance.

PHA's may not require that cats be declawed.

Definition of "Common Household Pet"

There is no regulatory definition of common household pet for public housing programs, although the regulations for pet ownership in both elderly/disabled and general occupancy developments use the term. The regulations for pet ownership in elderly/disabled developments expressly authorize PHAs to define the term [24 CFR 5.306(2)].

OHA Policy

Common household pet means a domesticated animal, 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, and which are considered pets under local or State legislation, if any such legislation exists.

The following animals are not considered common household pets:

Reptiles, snakes, or turtles

Rodents (Except guinea pig, hamster, or gerbil)

Insects

Arachnids

Primates, leopards, cheetahs, and coyotes

Wild animals or feral animals

Farm animals such as chickens, ducks, geese, goats, sheep, and pigs

Pot-bellied pigs

Animals used for commercial breeding

Pet Restrictions

OHA Policy

The following animals are not permitted:

Any animal whose adult weight will exceed 25 pounds.

Dogs of the Pit Bull, Rottweiler, Chow, Doberman Pinscher, Bull Terrier, Bull, Mastiff, American Staffordshire Terrier, Akita, Bouvier, Mastiff Breeds, Boxer breeds or dogs containing the blood of any of these breeds. Housing Authority staff shall have the discretion to determine whether a particular dog is of a prohibited breed. Residents may provide the certificate of a veterinarian to assist staff, but such certificate shall not be conclusive.

Any dog breed now or in the future considered to be not eligible for adoption or placement by the County of Ventura Department of Animal Regulation, Policy 9-1 (or any successor to such Policy 9-1), without special written permission of the Department director, Kennel Supervisor, or Staff Veterinarian, as set forth in such Policy 9-1.

Ferrets or other animals whose natural protective mechanisms pose a risk to small children of serious bites or lacerations.

Any animal not permitted under state or local law or code.

Number of Pets

OHA Policy

Residents may own a maximum of 2 pets, however the OHA will only permit one dog or 1 cat per unit (family may not have a dog and a cat). The resident may maintain a maximum of 2 birds, and a dog or cat, or other animal not confined in an aquarium or terrarium or which is otherwise allowed to roam freely within the confines of the unit.

Residents may maintain not more than three mammals which are confined to cages, such as hamsters, chinchillas, guinea pigs, or mice.

In the case of fish, residents may keep no more than can be maintained in a safe and healthy manner in a tank holding up to 10 gallons. Such a tank or aquarium will be counted as 1 pet.

The number and types of pets must be approved by OHA Management prior to the time the pets are brought to the unit. If an approved pet gives birth to a litter, the resident must remove all pets from the premises except the one approved pet.

Other Requirements

OHA Policy

Dogs and cats must be spayed or neutered at the time of registration or, in the case of underage animals, within 30 days of the pet reaching 6 months of age. Exceptions may be made upon veterinary certification that subjecting this particular pet to the procedure would be temporarily or permanently medically unsafe or unnecessary.

Dogs must be housebroken and cats must be trained to use a litter box or other waste receptacle.

Pets must be licensed in accordance with state or local law. Residents must provide proof of licensing at the time of registration and annually, in conjunction with the resident's annual reexamination.

The resident pet owner must provide the OHA with any requested documents to verify the current weight of a pet at any time the OHA has reason to believe a pet may exceed the weight limitations.

Resident pet owners must comply with all provisions of local and State laws and the OHA regulations concerning pet control, including, but not limited, to any sanitation law, leash law, barking law, licensing law, and inoculation law.

Resident Pet Owners must agree to indemnify, defend and hold harmless the Oxnard Housing Authority, the City of Oxnard and all of their respective officers, commissioners, council members, agents, employees and agents from and against all claims, actions, suits, judgments and demands brought by any other party on account of, or in connection with, any activity or damage caused by any of Resident's pets. This indemnity applies even if the acts are acts for which the Housing Authority may be strictly liable.

Because the units are high-rise units with doors opening only to carpeted interior hallways, residents of the Plaza Vista and Palm Vista Senior Apartments will not be permitted to have dogs or cats in their units.

10-II.D. PET RULES

Pet owners must maintain pets responsibly, in accordance with PHA policies, and in compliance with applicable state and local public health, animal control, and animal cruelty laws and regulations [24 CFR 5.315; 24 CFR 960.707(a)].

Pet Area Restrictions

OHA Policy

All pets must be maintained within the resident's unit. When outside of the unit (within the building or on the grounds) dogs and cats must be kept on a leash or carried. They must be under the control of the resident or other responsible individual at all times. At no time shall a pet be left unattended when outside of the unit.

Pets other than dogs or cats must be kept in a cage or carrier when outside of the unit and must never be left unattended.

Pets are not permitted in common areas including lobbies, community rooms and laundry areas except for those common areas which are entrances to and exits from the building.

Pet owners are not permitted to exercise pets or permit pets to deposit waste on project premises outside of the areas designated for such purposes.

Designated Pet/No-Pet Areas [24 CFR 5.318(g), PH Occ GB, p. 182]

PHAs may designate buildings, floors of buildings, or sections of buildings as no-pet areas where pets generally may not be permitted. Pet rules may also designate buildings, floors of building, or sections of building for residency by pet-owning tenants.

PHAs may direct initial tenant moves as may be necessary to establish pet and no-pet areas. The PHA may not refuse to admit, or delay admission of, an applicant on the grounds that the applicant's admission would violate a pet or no-pet area. The PHA may adjust the pet and no-pet areas or may direct such additional moves as may be necessary to accommodate such applicants for tenancy or to meet the changing needs of the existing tenants.

PHAs may not designate an entire development as a no-pet area, since regulations permit residents to own pets.

OHA Policy

The following areas are designated no-pet areas:

1. Lobby areas
2. Parking lots
3. Offices/office buildings
4. Community rooms
5. OHA playgrounds
6. Daycare centers/recreation center areas/Family Investment Center

Exceptions to the no-pet area designation may be made for OHA-approved pet training classes.

No area of the development grounds has been designated as an area in which to exercise animals and to permit dogs to relieve themselves of bodily wastes. This activity should be controlled by the resident pet owner. The resident is responsible for cleaning up after his or her pet at all times.

Resident pet owners are not permitted to exercise pets or permit pets to deposit waste on project premises outside of their leased resident area.

Cleanliness

OHA Policy

The 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.

Any unit occupied by a dog, cat, or rodent will be fumigated at the time the unit is vacated, or more often if needed as determined by management. The resident pet owner shall bear the cost of fumigation.

Litter box requirements:

Pet owners must promptly dispose of waste from litter boxes and must maintain litter boxes in a sanitary manner.

Litter shall not be disposed of by being flushed through a toilet.

Litter boxes shall be kept inside the resident's dwelling unit.

Removal of Waste From Other Locations:

The resident pet owner shall be responsible for the removal of waste from the exercise area by placing it in a sealed plastic bag and disposing of it in an outside trash bin or other container provided by the OHA. The resident pet owner must remove immediately from the premises, or OHA property, including the outside as well as the inside of buildings, any pet defecation and dispose of it in an appropriate manner. Pet waste must be immediately cleaned up while the pet is being walked or exercised.

Feeding Pets:

All pets are to be fed inside the apartment. Feeding, pet food, and food receptacles are not allowed on porches, sidewalks, patios or other outside areas.

Alterations to Unit

OHA Policy

Pet owners shall not alter their unit, patio, premises or common areas to create an enclosure for any animal.

Installation of pet doors is prohibited.

Residents shall not construct or maintain dog houses, cages or any other structures outdoors which are used to house or confine pets.

Noise

OHA Policy

Pet owners must agree to control the noise of pets so that such noise does not constitute a nuisance to other residents or interrupt their peaceful enjoyment of their housing unit or premises. This includes, but is not limited to loud or continuous barking, howling, growling, whining, biting, scratching, chirping, or other such activities.

Aggressive Act/Behavior

OHA Policy

Pet owners must agree that any aggressive acts or behavior that results in biting or attacking a person or another animal will require the immediate removal of the pet.

Pet Care

OHA Policy

Each pet owner shall be responsible for adequate care, nutrition, exercise and medical attention for his/her pet.

Each pet owner shall be responsible for appropriately training and caring for his/her pet to ensure that the pet is not a nuisance or danger to other residents and does not damage OHA property.

Pets shall not be left alone in yards, nor shall any animal be tethered or chained inside or outside the dwelling unit at any time.

Responsible Parties

OHA Policy

The pet owner will be required to designate two responsible parties for the care of the pet 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 pet owner unable to care for the pet.

A resident who cares for another resident's pet must notify the OHA and sign a statement that they agree to abide by all of the pet rules.

Pets Temporarily on the Premises

OHA Policy

Pets that are not owned by a tenant are not allowed on the premises.

Residents are prohibited from maintaining or “pet sitting” any pets which are not registered as approved pets with OHA, or from feeding or harboring stray animals. Feeding or keeping stray animals, or maintaining or pet sitting of pets not registered with OHA will constitute having a pet without permission of the OHA and will be considered a pet rule violation.

This rule does not apply to visiting pet programs sponsored by a humane society or other non-profit organizations, and approved by the OHA.

Pet Rule Violations

OHA Policy

All complaints of cruelty and all dog bites will be referred to animal control or an applicable agency for investigation and enforcement.

If a determination is made on objective facts supported by written statements, that a resident/pet owner has violated the pet rules, written notice will be served.

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

That the pet owner must immediately correct any violation stemming from an aggressive act or aggressive behavior of the pet, or violations due to maintaining/allowing an unapproved pet on the premises, or violations of noise policies.

That the pet owner has 3 calendar days from the effective date of the service of notice to correct all other pet violations and 10 calendar days to make written request for a meeting to discuss any pet rule violation

That the 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 tenancy

Notice for Pet Removal

OHA Policy

If the pet owner and the OHA 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 OHA, the OHA may serve notice to remove the pet.

The notice will contain:

A brief statement of the factual basis for the OHA's determination of the pet rule that has been violated

The requirement that the resident /pet owner must remove the pet within the time period specified in the OHA's notice

A statement that failure to remove the pet may result in the initiation of termination of tenancy procedures

Pet Removal

OHA Policy

If the death or incapacity of the pet owner threatens the health or safety of the pet, or other factors occur that render the owner unable 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 OHA after reasonable efforts cannot contact the responsible party, the OHA may contact the appropriate state or local agency and request the removal of the pet.

If the pet is removed as a result of any aggressive act on the part of the pet, the pet will not be allowed back on the premises.

Termination of Tenancy

OHA Policy

The OHA may initiate procedures for termination of tenancy based on a pet rule violation if:

The pet owner has failed to remove the pet or correct a pet rule violation within the time period specified

The pet rule violation is sufficient to begin procedures to terminate tenancy under terms of the lease

Emergencies

OHA Policy

The OHA will take all necessary steps to ensure that pets that 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.

If it is necessary for the OHA to place the pet in a shelter facility, the cost will be the responsibility of the pet owner.

If the pet is removed as a result of any aggressive act on the part of the pet, the pet will not be allowed back on the premises.

Inclusion in OHA's Dwelling Lease

This Pet Policy will be incorporated by reference into the dwelling lease signed by the resident, and therefore, violation of the pet policy may be grounds for termination of the lease.

PART III: PET DEPOSITS AND FEES IN ELDERLY/DISABLED DEVELOPMENTS

10-III.A. OVERVIEW

This part describes the OHA's policies for pet deposits and fees in elderly, disabled and mixed population developments. Policies governing deposits and fees in general occupancy developments are described in Part IV.

10-III.B. PET DEPOSITS

Payment of Deposit

The PHA may require tenants who own or keep pets in their units to pay a refundable pet deposit. This deposit is in addition to any other financial obligation generally imposed on tenants of the project [24 CFR 5.318(d)(1)].

The maximum amount of pet deposit that may be charged by a PHA on a per dwelling unit basis, is the higher of the total tenant payment (TTP) or such reasonable fixed amount as the PHA may require. The PHA may permit gradual accumulation of the pet deposit by the pet owner [24 CFR 5.318(d)(3)].

The pet deposit is not part of the rent payable by the resident [24 CFR 5.318(d)(5)].

OHA Policy

Pet owners in occupancy prior to July 1, 2011, are required to pay a pet deposit of \$50.00 in addition to any other required deposits. The deposit must be paid in full before the pet is brought on the premises.

Pet owners moving into Public Housing as new tenants on or after July 1, 2011, are required to pay a pet deposit of \$100.00, which may be paid in equal monthly payments over a period of six months.

Refund of Deposit [24 CFR 5.318(d)(1)]

The PHA may use the pet deposit only to pay reasonable expenses directly attributable to the presence of the pet, including (but not limited to) the costs of repairs and replacements to, and fumigation of, the tenant's dwelling unit. The PHA must refund the unused portion of the pet deposit to the tenant within a reasonable time after the tenant moves from the project or no longer owns or keeps a pet in the unit.

OHA Policy

The OHA will refund the pet deposit to the resident, less the costs of any damages caused by the pet to the dwelling unit, within 30 days of move-out or removal of the pet from the unit.

The resident will be billed for any amount that exceeds the pet deposit.

The OHA will provide the resident with a written list of any charges against the pet deposit within 30 days of the move-out inspection. If the resident disagrees with the amount charged to the pet deposit, the OHA will provide a meeting to discuss the charges.

10-III.C. OTHER CHARGES

Pet-Related Damages During Occupancy

OHA Policy

All reasonable expenses incurred by the OHA as a result of damages directly attributable to the presence of the pet in the project will be the responsibility of the resident, including, but not limited to the following:

- The cost of repairs and replacements to the resident's dwelling unit and/or yard space assigned to the resident

- Fumigation of the dwelling unit and/or the immediate surrounding area

- Pet waste removal or odor removal charges

- Repairs to common areas of the project

- The cost of animal care facilities, if needed

The expense of flea elimination shall also be the responsibility of the resident.

If the resident is in occupancy when such costs occur, the resident shall be billed for such costs in accordance with the policies in Section 8-I.G, Maintenance and Damage Charges. Pet deposits will not be applied to the costs of pet-related damages during occupancy.

If such expenses occur as the result of a move-out inspection, they will be deducted from the pet deposit. The resident will be billed for any amount which exceeds the pet deposit.

Charges for pet-related damage are not part of rent payable by the resident.

Pet Waste Removal Charge

The regulations do not address or limit the OHA's ability to impose charges for house pet rule violations. However, charges for violation of OHA pet rules may be treated like charges for other violations of the lease and OHA tenancy rules.

OHA Policy

A separate pet waste removal charge per occurrence will be assessed against pet owners who fail to remove pet waste in accordance with this policy based on actual costs charged to or incurred by the OHA project site for the removal.

Notices of pet waste removal charges will be in accordance with requirements regarding notices of adverse action. Charges are due and payable 14 calendar days after billing. If the family requests a grievance hearing within the required timeframe, the OHA may not take action for nonpayment of the charge until the conclusion of the grievance process.

Charges for pet waste removal are not part of rent payable by the resident.

PART IV: PET DEPOSITS AND FEES IN GENERAL OCCUPANCY DEVELOPMENTS

10-IV.A. OVERVIEW

This part describes the OHA's policies for pet deposits and fees for those who reside in general occupancy developments.

10-IV.B. PET DEPOSITS

A PHA may require a refundable pet deposit to cover additional costs attributable to the pet and not otherwise covered [24 CFR 960.707(b)(1)].

A PHA that requires a resident to pay a pet deposit must place the deposit in an account of the type required under applicable State or local law for pet deposits, or if there are no such requirements, for rental security deposits, if applicable. The PHA must comply with such laws as to retention of the deposit, interest, and return of the deposit to the resident, and any other applicable requirements [24 CFR 960.707(d)].

Payment of Deposit

OHA Policy

Pet owners in occupancy prior to July 1, 2011 are required to pay a pet deposit of \$50.00 in addition to any other required deposits. The deposit must be paid in full before the pet is brought on the premises.

Pet owners moving into Public Housing as new tenants on or after July 1, 2011, are required to pay a pet deposit of \$100, which may be paid in equal monthly payments over a period of six months.

The pet deposit is not part of rent payable by the resident.

Refund of Deposit

OHA Policy

The OHA will refund the pet deposit to the resident, less the costs of any damages caused by the pet to the dwelling unit, within 30 days of move-out or removal of the pet from the unit.

The resident will be billed for any amount that exceeds the pet deposit.

The OHA will provide the resident with a written list of any charges against the pet deposit within 30 days of the move-out inspection. If the resident disagrees with the amount charged to the pet deposit, the OHA will provide a meeting to discuss the charges.

10-IV.C. NON-REFUNDABLE NOMINAL PET FEE

PHAs may require payment of a non-refundable nominal pet fee to cover the reasonable operating costs to the development relating to the presence of pets [24 CFR 960.707(b)(1)].

OHA Policy

The OHA may require pet owners to pay a non-refundable nominal pet fee.

This fee will be intended to cover the reasonable operating costs to the project relating to the presence of pets. Reasonable operating costs to the project relating to the presence of pets include, but are not limited to:

- Landscaping costs

- Pest control costs

- Insurance costs

- Clean up costs

Charges for the non-refundable pet fee will not be part of rent payable by the resident.

10-IV.D. OTHER CHARGES

Pet-Related Damages During Occupancy

OHA Policy

All reasonable expenses incurred by the OHA 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 and/or the immediate surrounding area

- Pet waste removal or odor removal charges

- Repairs to common areas of the project

- The cost of animal care facilities, if needed

The expense of flea elimination shall also be the responsibility of the resident.

If the resident is in occupancy when such costs occur, the resident shall be billed for such costs in accordance with the policies in Section 8-I.G, Maintenance and Damage Charges. Pet deposits will not be applied to the costs of pet-related damages during occupancy.

Charges for pet-related damage are not part of rent payable by the resident.

Pet Waste Removal Charge

The regulations do not address or limit the OHA's ability to impose charges for house pet rule violations. However, charges for violation of OHA pet rules may be treated like charges for other violations of the lease and OHA tenancy rules.

OHA Policy

A separate pet waste removal charge per occurrence will be assessed against pet owners who fail to remove pet waste in accordance with this policy, based on actual costs charged to or incurred by the OHA project site for the removal.

Such charges will be due and payable 14 calendar days after billing.

Charges for pet waste removal are not part of rent payable by the resident.