



Regional Housing Authority

# Pet Policy for Tenants

Tlingit-Haida Regional Housing Authority

Adopted by the Board of Commissioners on October 12, 2015.

Resolution No. 15-08

*This edition of the Pet Policy for tenants was adopted by the Board of Commissioners of the Tlingit-Haida Regional Housing Authority by Resolution No. 15-08, October 12, 2015. This document, and its subsequent amendments, supersede all prior editions of the Pet Policy and Procedures.*

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## I. PURPOSE

This policy establishes the guidelines for the ownership of pets, service animals, and companion animals in and on properties owned and operated by the Tlingit Haida Regional Housing Authority (THRHA). It also establishes reasonable rules that govern the keeping of common household pets and ensures that no applicant or tenant is discriminated against in the admission process or their continued occupancy because of pet, service animal, or companion animal ownership. Special rules within this policy govern the keeping of common household pets in housing occupied exclusively by the elderly.

This policy is reasonably related to the legitimate interest of THRHA to provide a decent, safe and sanitary living environment for existing and prospective tenants and in protecting and preserving the physical condition of the property and the financial interest of THRHA. Pet ownership is a privilege, not a right, which can be revoked at any time by THRHA. Written approval by THRHA is required before any animal or pet of any kind is permitted in or on THRHA property.

A tenant may own one or more household pets, service animals, or companion animals subject to the restrictions designated in this policy, provided that the tenant maintains each animal responsibly, in accordance with applicable state and local public health, animal control and animal anti-cruelty laws and regulations, and in accordance with these policies.

This policy is incorporated by reference into the dwelling lease signed by the tenant. All tenants are required to comply with the terms of their dwelling lease. Violation of this policy is considered a violation of the lease agreement and may constitute grounds for pet removal and or, depending on the severity of the infraction, termination of the tenancy.

This policy should also consider to the extent applicable, pertinent regulations found in the Fair Housing Act, the Americans with Disabilities Act, and Alaska state and local law.

## II. DEFINITIONS

**Animal(s)** as used in this policy, refers to any common household pet, service animal, or companion animal.

**Common Household Pets** are domesticated animals, such as dogs, cats, birds, guinea pigs, hamsters, gerbils, turtles, lizards and fish, that are traditionally kept in the home for non-commercial purposes. Excludes livestock.

**Companion Animals** are therapy and emotional support animals and are not service animals. The ADA does not require that individuals be allowed to have companion or emotional support animals accompany them in public places. A request to keep a companion or emotional support animal in housing is considered as a request for an accommodation and reviewed on an individual basis. An individual requesting accommodation in housing for a companion or emotional support animal must establish that he or she has a documented medical condition and that the animal is providing essential therapeutic benefit related to that disability. Part of the documentation for companion animals should include a letter or prescription from a qualified medical professional.

**Disabled Person** is a person who is under a disability as defined in section 223 of the Social Security Act 42 U.S.C. (423) or who has a developmental disability as defined in section 102 (7) of the Developmental Disabilities Assistance and Bill of Rights Act 42 U.S.C. (6001 (7)).

**Elderly Person** is a person who is at least 55 years of age and living in a designated

THRHA elderly housing unit.

**Elderly Housing** is a THRHA dwelling or unit for the exclusive use of elderly persons.

**HUD** The Department of Housing and Urban Development.

**Lease** is defined as the document that formalizes the relationship between the tenant and THRHA.

**Livestock** are farm animals such as, but not limited to: cows, pigs, horses, goats and chickens.

**Permitted Animal Owner** is a tenant who has been approved by THRHA to have an animal in their unit and has signed the addendum to the lease.

**Service Animals** per the Americans with Disabilities Act ADA adopted by the State of Alaska, are defined as any guide dog, signal dog, or other animal individually trained to do work or perform tasks for the benefit of an individual with a disability, including but not limited to: guiding individuals with impaired vision; alerting individuals with impaired hearing to intruders or sounds; providing minimal protection or rescue work; and pulling a wheelchair or fetching dropped items. If the animal meets this definition, then it is considered a service animal under the ADA regardless of its licensure or certification by a state or local government. Service animals are not considered common household pets. Companion animals are not considered service animals.

**Tenant** as used in this policy and the lease, is the person(s) signing the lease.

**THRHA** Tlingit Haida Regional Housing Authority.

**Vicious Animal** is any animal, which when unprovoked, has ever bitten or attacked a human being

### III. SERVICE ANIMALS

- A. Service animals are not considered common household pets. Certain portions of this policy, that conflict with current federal law, do not apply to service animals that are used to assist the elderly and persons with disabilities. This exclusion applies to animals that reside in properties for the elderly, as well as animals that visit these properties.
- B. In order to qualify for the service animal exclusion, the tenant must provide written certification from a qualified medical professional that the tenant or a member of his or her family requires a service animal.
- C. Per CFR 960 nothing contained in this subsection limits or impairs the right of persons with disabilities, authorizes THRHA to limit or impair the rights of persons with disabilities, or affects any authority that THRHA may have to regulate animals that assist persons with disabilities, under federal, state, tribal or local law.

### IV. THRHA APPROVAL OF PETS

- A. Except for elderly housing, pet ownership is restricted to those developments comprised exclusively of duplex or single family units. Tenants of THRHA duplex and single family unit rentals may own a maximum of two common household pets subject to the following requirements:
  - 1. tenants must maintain each pet responsibly;
  - 2. tenants must comply with applicable State and local public health, animal control and animal anti-cruelty laws and regulations;
  - 3. tenants must comply with the rules contained in this policy; and
  - 4. tenants must provide THRHA with a pet deposit.

- B. Permitted pets are domesticated dogs, cats, guinea pigs, hamsters, gerbils caged birds, turtles, lizards and fish. Livestock are not permitted.
  - 1. Tenants are allowed a maximum of two pets.
  - 2. Fish are limited by aquarium and must not exceed 50 gallons.
  - 3. Aquariums are required to be covered.

**V. PET REGISTRATION**

- A. All animals must be registered with THRHA and the registration must include:
  - 1. a certificate signed by a licensed veterinarian or state or local authority sanctioned with the power to inoculate animals stating that the animal has received all vaccinations required by state and local law.
  - 2. licenses mandated by local law;
  - 3. information sufficient to identify the animal such as a current and clear photograph;
  - 4. the name and contact information for one or more responsible party(s) who will care for the animal if the owner dies, is incapacitated, or is otherwise unable to care for the animal; and
  - 5. must not have any communicable disease(s) and is pest free.
- B. THRHA shall notify the owner if the owner fails to register their animal(s) in accordance with this policy. Failure to comply with the registration requirement is deemed a violation of this policy and the terms of the lease.
- C. THRHA will not permit an animal if:
  - 1. the animal is not a common household pet, service animal, or companion animal as defined in this policy;
  - 2. keeping the pet, service animal, or companion animal would violate this policy;
  - 3. the tenant fails to comply with the requirements of pet, service animal, or companion animal registration; or
  - 4. THRHA reasonably determines that the tenant is unable to comply with this policy and other lease obligations.
- D. If THRHA does not permit an animal, a written notice will be sent to the tenant stating the reason for the denial.

**VI. STANDARDS FOR PETS**

- A. No animal that exhibits behavior that is vicious or intimidating, as determined by THRHA personnel, is to be kept on the premises.
- B. No animal may be kept in violation of state humane or health laws, or local ordinances

**VII. RESTRICTED AREAS FOR PETS**

- A. Permitted animal owners must recognize that other tenants may have chemical sensitivities or allergies related to pets, or may be easily frightened or disoriented by animals. Permitted animal owners must agree to exercise courtesy with respect to other tenants.
- B. Common household pets are not permitted in common areas including lobbies, community rooms or laundry facilities, except pets are allowed to pass through those common areas which are entrances to and exits from the building.

## **VIII. PET WASTE REMOVAL AND CHARGES FOR NON-COMPLIANCE**

- A. Permitted animal owners are to provide litter boxes for cat waste which are to be kept in the unit. The permitted animal owner is not allowed to let waste accumulate. Permitted animal owners are responsible for properly disposing of cat waste.
  - 1. Cat waste shall be disposed of in a heavy, sealed plastic trash bag and placed in a trash container immediately.
  - 2. Litter shall not be flushed through a toilet.
  - 3. Litter boxes must be stored inside the permitted animal owner's dwelling unit.
- B. Permitted animal owners are responsible for promptly cleaning up animal waste, if any, outside of the unit on THRHA property, and properly disposing of said waste.
  - 1. Permitted animal owners shall remove waste by placing it in a sealed plastic bag and disposing of it in an outside trash bin.
  - 2. Permitted animal owners shall take adequate precautions to eliminate any animal odors within or around the unit and maintain the unit in a sanitary condition at all times.
- C. Permitted animal owners who fail to remove animal waste will be charged for labor that includes, but is not limited to, travel to and from the unit, cleanup and disposal of waste. Animal waste removal charges are separate and additional to rent charges.

## **IX. FINANCIAL OBLIGATIONS OF TENANTS**

- A. Tenant pet owners who own or keep pets in their units are required to pay a deposit. These fees are considered separate and distinct from any rent or other required financial obligation of the tenant pet owner. Service and companion animals are not household pets and therefore, owners are not required to comply with the pet deposit fee.
  - 1. All tenant pet owners, with the exception of elderly tenant pet owners, shall pay a pet deposit on or prior to the date the pet is properly registered and before the pet is brought into the unit. The deposit is for the purpose of defraying reasonable costs directly attributable to the presence of pets.
  - 2. Elderly tenants who reside in designated elderly units that are subsidized by HUD are allowed to negotiate a payment plan for the deposit.
  - 3. THRHA will impose an additional nominal fee per occurrence on owners who fail to remove animal waste in compliance with these established rules. Animal waste removal charges are separate and distinct from the pet deposit and rental charges.
  - 4. All pet deposits shall be placed in an escrow account and any amount that is unused shall be returned to tenant pet owner.
  - 5. The pet deposit is refundable if no damage is done, as verified by THRHA, after the tenant pet owner removes the pet, or moves. If an inspection of the unit reveals no evidence of damage, refunds will be made within thirty (30) days after the tenant pet owner moves or upon removal of the pet.
  - 6. The tenant pet owner will be billed for any damage amount that exceeds the

pet deposit.

7. The permitted animal owner will also be responsible for all reasonable expenses directly related to the presence of an animal on the premises, including the cost of repairs and replacement in the housing unit and outside of, and the cost of animal care facilities if needed. If the permitted animal owner is in occupancy when these damages occur, the charges are due and payable. These charges will not be deducted from the pet deposit while the permitted animal owner is occupying the unit.

## **X. RULES FOR PETS**

- A. These rules establish standards of pet care and handling and are intended to protect the health, safety and welfare of tenants, THRHA employees and the general public. Tenants are required to protect the condition of the tenant's unit and THRHA housing property.
- B. Tenants must receive a written permit to keep any animal or have any animal on the premises. This privilege may be revoked at any time if the permitted animal owner is an irresponsible animal owner; if the animal becomes destructive; a nuisance or safety hazard to other tenants; or, if the permitted animal owner fails to comply with this policy.
- C. Permitted animal owners shall be responsible for adequate care, nutrition, exercise and medical attention for his/her animal(s).
- D. All cats and dogs must be spayed or neutered if over six (6) months of age. If such animals are not spayed or neutered and have offspring, permitted animal owner is in violation of this policy and the lease.
- E. Dogs and cats shall remain inside a tenant's unit unless they are on a leash and directly controlled by an adult. Birds must be confined to a cage at all times.
- F. Dogs and cats must be in a kennel or on a securely attached leash and other pets must be properly caged when THRHA personnel must enter the unit.
- G. Tenant shall not permit any disturbance by their animal which would interfere with the peaceful enjoyment of other tenants; whether by loud barking, howling, whining, biting, scratching, chirping, or other such activities. THRHA will not, under any circumstances, require permitted animal owners to have any animal's vocal chords removed per CFR 960.
- H. If animals are left unattended for twenty-four (24) hours or more, THRHA may enter to remove the animal and transfer it to the proper authorities subject to the provisions of the local ordinances. THRHA accepts no responsibility for the animal under such circumstances.
- I. Tenant shall not alter their unit, or unit area to create an enclosure for an animal. Installation of pet doors is prohibited.
- J. Tenant is responsible for all damages within the units including fumigations caused by their animals.
- K. Permitted animal owners are responsible for all external damage that is caused by their animals including damage to the landscape and or exterior of any housing unit.
- L. Permitted animal owners shall not allow their animals to trespass upon or cause damage to the property of another community member or common areas of THRHA

property.

- M. Tenants are prohibited from feeding stray animals. The feeding of stray animals shall constitute having a pet without permission of THRHA.
- N. Tenants who violate these rules are subject to eviction.

**XI. NOTICE OF VIOLATION**

- A. Any two similar infractions within a six (6) month period concerning an animal as documented by THRHA, is grounds for eviction.
- B. The authorization for an animal may be revoked at any time, if the animal, is vicious, intimidating, destructive, or a nuisance to others, or if the permitted animal owner fails to comply with this policy.
- C. Permitted animal owners may file a complaint and or grievance in accordance with the THRHA Complaint and Grievance Policy.