Pets Policy

PETS POLICY

ACOP, Chapter 10

The HPHA Board of Directors has adopted a Pets Policy. Staff is currently developing proposed revisions to the Pets Policy for adoption by the HPHA Board of Directors, in accordance with the tenant notice provisions of 24 CFR 5.353, which may include the following substantive changes:

- **Limit tenants to one pet, regardless of the category of animal.**
- **Decrease maximum size limitation for a dog or cat from 25 lbs to 21 lbs at adulthood.**
- **Not allow certain breeds of animals as a pet.**
- **Update the types of required vaccinations.**
- **Decrease maximum capacity limitation of aquariums that may be kept from 25 gallons to 5 gallons.**
- **Require the removal of any pet offspring from the premises within a certain time after birth. For dogs or puppies, removal will be required by 8 weeks after birth. For cats or kittens, removal will be required by 12 weeks after birth. For all other animals, removal will be required by 6 weeks after birth.**
- **Provide that the presence of offspring of an approved pet is conclusive evidence of violation of the requirement to have a pet spayed or neutered. Thereafter, this requirement will be immediately enforced.**
- **Clarify that tenants may only pet-sit for pets that are approved by the HPHA as a pet and have obtained an HPHA pet permit. Pets that are not approved by the HPHA or do not have an HPHA pet permit shall not be brought onto property, either by a tenant or by a tenant's guest. This is to ensure the health and safety of the residents and their approved pets.**
- **Clarify that the Pet Policy does not apply to approved assistance animals, and that owners of approved assistance animals must follow reasonable conditions of owning an assistance animal.**
- **Clarify that violation of a reasonable condition of owning an assistance animal, including causing physical injury or property damage, is grounds for rescission**

of approval of assistance animal, removal of assistance animals from premises, and for termination of tenancy or eviction.

Any non-substantive changes will not be considered a substantial deviation from the PHA plan and will be adopted by the HPHA Board of Directors, not through the PHA Plan process.

PET POLICY

A. Tenants of federal public housing under Section 31 of the United States Housing Act of 1937 may own and keep common household pets, if the resident maintains each pet responsibly, in accordance with applicable State and local public health, animal control and animal anti-cruelty laws and regulations, and policies established in the Public Housing Agency Plan, in certain designated projects/apartments owned and/or operated by the PHA. The PHA shall bear full responsibility of enforcing the pet policy, including but not limited to providing any notification to a pet owner, removal of the pet or termination of the Tenant's tenancy or both.

B. Each housing project having pets shall have the resident association and/or a project pet committee, which will consist of both residents who own a pet and those who do not own a pet, to participate in a pet monitoring program. The association or pet committee will assist the project management in monitoring the pet policy in their respective projects. Any violation of the pet policy and/or sighting of any stray animals within the boundaries of the housing project will be immediately reported to the housing project management staff.

C. A Tenant may have multiple animals, but not in the same category (i.e., only one dog or cat, a bird (one small or medium sized bird or two small birds – parakeet size), and an aquarium).

D. Definition: "Pets" mean the following domesticated, common household animals, and no others: cats, dogs, birds, fish. Only one four-legged furry, warm bodied pet per household will be permitted. The weight of a dog or cat shall not exceed 25 pounds (adult size). One small or medium sized bird or two small birds (parakeet size) may be kept. Only one aquarium, which shall not exceed 25 gallons, may be kept. Dogs and cats must be spayed or neutered. This definition does not include animals that are used to assist the handicapped.

E. Application. Prior to housing any pet on premises owned and/or operated by the PHA, a tenant shall apply to the PHA for a permit to do so. The application must be accompanied by the following:

1. A full pet deposit of $75.00 (per household) or an amount equal to Total Tenant Payment, whichever is lower. This deposit is refundable within 14 days after the Tenant disposes of the pet or vacates and if PHA verifies that there are no expenses directly attributable to the presence of the pet. However, for expenses exceeding the deposited amount, the household shall be responsible to reimburse the PHA for those costs. In addition to the pet deposit, each tenant owning a dog or cat will be charged a non-refundable fee of $5.00 per month (per household). This non-refundable pet fee will cover reasonable operating costs expended by the PHA associated to the maintenance of the housing project's common use areas relating to the presence of pets. The pet fee will be included as a separate item on tenant's monthly housing rental bill.

2. A current dog license issued by the appropriate authority.

3. Signed veterinarians' statement verifying that the animal is in good health, has no communicable diseases or pests, and, in the case of cats and dogs, is spayed or neutered.

4. Evidence that the pet has received all current inoculations or boosters including parvovirus, distemper, hepatitus, leptospirosis, feline distemper, rhino tracheitis, calcivirus, and pneumonitis must be provided.

5. A signed affidavit from an alternate custodian who will take temporary custody of the pet from the premises for period of time not to exceed 10 days when the Tenant is to be away overnight or longer and will assume all the responsibilities of the pet owner in caring for the pet. In addition, the alternate custodian must be available to take temporary custody of the pet from the premises within twelve hours after any emergency causing the owner not to be able to care for the animal.

6. A signed statement from the Tenant acknowledging that he/she has received and read the Pet Rules and agrees to comply with them and accept any and all financial and personal liability associated with the personal pet ownership in the housing project.

7. PHA may request a letter of reference on the pet from a previous landlord.

8. If the pet is a dog or cat, the Management, resident association, and/or pet committee must interview the owner and pet.

9. A color picture of the pet, except for fish, must be provided both at the time of application and when the pet reaches adult size.

F. Approval of Pet Application. Once all of the applicable conditions for application for pet ownership permit have been met, PHA shall make a decision on the resident's application

within five working days. If approved, the resident will be informed in writing and an anniversary date (Month and Day Only) will be established for purposes of the annual update of the pet ownership permit. It is the responsibility of the resident to re-validate the pet ownership permit within 30 days after the anniversary date. Failure to re-validate the pet ownership permit shall result in the removal of the pet or termination of the Tenant's tenancy or both.

G. Refusal of Pet Application. PHA may refuse, subject to PHA's grievance procedure, to approve a pet application due to the following reasons:

1. The animal does not meet the definition of pet.

2. Tenant fails to provide complete application information required by the Pet Ownership Policy.

3. Management determines that the Tenant will not be able to keep the pet in compliance with the Pet Rules and other Rental Agreement obligations, including such factors as pet's temperament and size and tenant's habits and practices.

H. Revoking Pet Ownership. Maintaining a pet in a facility owned and/or operated by PHA shall be subject to the rules set forth herein. The Tenant's pet ownership may be revoked at any time, subject to PHA's Grievance Procedure, due to any of the following reasons:

1. Management determines that the pet is not properly cared for.

2. The pet presents a threat to the safety and security of other tenants, PHA employees, contractors and others on the premises.

3. The pet is destructive or causes an infestation.

4. The pet disturbs other tenants for reasons including but not limited to noise, odor, cleanliness, sanitation, and allergic reactions.

5. Tenant fails to re-validate the pet ownership permit as required in the Pet Ownership Policy.

6. Tenant fails to pay the monthly non-refundable pet fee on a timely basis.

7. Written recommendation from the Resident Association and/or Project Pet Committee to revoke a tenant pet ownership due to a demonstrated lack of cooperation and responsibility in maintaining a pet.

I. All tenants allowed to keep a pet shall comply with the following rules:

1. In the case of dogs, proof that the pet is currently licensed must be provided annually.

2. Evidence that the pet has received all current inoculations or boosters including parvovirus, distemper, hepatitus, leptospirosis, feline distemper, rhino tracheitis, calcivirus, and pneumonitis must be provided to the HCDCH annually.

3. A signed affidavit from the alternate custodian must be provided to the PHA annually that the alternate custodian is willing to take temporary custody of the pet when the Tenant is unable to care for it for a period of time not to exceed 10 days.

4. No pet may be kept in violation of state law, or local ordinances with respect to humane treatment or health.

5. If pets are left unattended for a period of twenty-four (24) hours or longer, the Management may enter the dwelling unit to remove the pet. The Management will transfer the pet to the proper authorities, subject to the provisions of Hawaii State law and pertinent local ordinances. PHA accepts no responsibility for the animal under such circumstances.

6. No animal shall be kept, raised, or bred for any commercial purpose.

7. Dogs and cats must wear identification tags specifying resident's name and apartment number.

8. All pets shall remain inside the Tenant's dwelling unit. No animal shall be permitted in laundromats, hallways, community rooms, public restrooms, or other designated common areas unless to allow for ingress and egress to the building. Pets must be carried at all times while in elevator.

9. When taken outside the unit, dogs and cats must be kept on a leash, no longer than six (6) feet, controlled by a responsible individual.

10. No animal may be leashed to any stationary object outside the Tenant' s apartment.

11. Birds must be confined to a cage at all times.

12. Vicious and/or intimidating dogs or animals with a past history of attack or aggressive behavior towards other animals or people will not be allowed.

13. Cats must be declawed.

14. Tenants shall not permit their pet to disturb, interfere, or diminish the peaceful enjoyment of other tenants. The terms "disturb", "interfere", and "diminish" shall include but not be limited to barking, howling, chirping, biting, scratching, and other like activities.

15. Tenants must provide litter boxes, which must be kept in the dwelling unit for cat waste. Tenants shall not permit refuse from litter boxes to accumulate nor to become unsightly or unsanitary. Litter shall be changed not less than once a week and placed in a plastic bag, properly disposed of by being placed in a trash container outside of the building, and at no time washed down any drains or flushed down any toilets. Pet waste may not be put down the garbage chutes.

16. Tenants shall take adequate precautions and measures necessary to eliminate pet odors within or around the unit and shall maintain the unit in a sanitary condition at all times.

17. Tenants are responsible for cleaning up pet waste from their pet both inside and outside the dwelling unit and on facility grounds. Waste must be disposed of by being placed in a sealed plastic bag and then placed in a trash container outside of the building. At no time is pet waste washed down any drains or flushed down any toilets. Pet waste may not be put down the garbage chutes.

18. PHA may designate areas on the project grounds for pet exercise and deposit of waste or may prohibit the entire grounds from being used for pet exercise and deposit of waste. PHA shall provide adequate written notification to Tenant in event of any designation or prohibition.

19. Tenants shall not alter their dwelling unit, patio, or unit area in order to create an enclosure for any pet. No doghouses, animal runs, etc. will be permitted.

20. Tenants are responsible for all damages caused by their pets including the cost of professional cleaning of carpets and/or fumigation of units.

21. PHA may designate areas within a project, building, floor, or section of building, where pet owners must live and may direct such moves as may be necessary to establish such areas. The areas may be adjusted and PHA may direct such additional moves as may be necessary to meet changing needs. PHA shall provide adequate written notification to tenant should any designation be made. Tenant agrees to comply with PHA's request to move pursuant to this paragraph.

22. Tenants are prohibited from feeding or harboring stray animals. The feeding of stray animals shall constitute having a pet without the written permission of PHA.

23. Guests may not bring pets (any type) onto the premises. No pet sitting will be allowed except as allowed in paragraph E.5 (Alternate Custodian).

J. Animals That Assist the Disabled.

1. This Pet Policy does not apply to animals that are used to assist the disabled (assistance animals). However, a disabled tenant whose pets are not approved as an assistance animal must still comply with this pet policy.

2. To determine that an animal is excluded from this Pet Policy, a tenant must request and receive approval for an assistance animal. If the tenant's disability is not obvious or readily known, the tenant must provide a written certification from a reliable third party, such as a physician, on a form provided by the HPHA verifying that the individual has a qualifying disability and the need for the assistance animal.

3. The request may be denied if the use of a particular assistance animal poses a direct threat to the health or safety of others or results in actual damage to the property, unless the damage can be eliminated or substantially reduced.

4. Disabled tenants who are approved for an assistance animal must still comply with the provisions of the rental agreement and may be subject to reasonable conditions. If any of these reasonable conditions are breached or any provision of the rental agreement is violated, or if an approved assistance animal causes bodily injury or property damage, the approval may be rescinded and the tenant requested to remove the assistance animal within 24 hours of notice.

K. Violation of these rules may be grounds for removal of the pet or termination of the Tenant's tenancy or both. Termination will be in accordance with procedures set forth in the Rental Agreement and State law.