PETS and ASSISTANCE ANIMALS POLICY

SECTION I: 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 Tenant 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. This Pet Policy does not apply to assistance animals that reside in public housing or that visit PHA properties. Assistance animals are covered by Section II – Assistance Animals Policy set forth below.

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 one animal, regardless of the category of animal, except if a Tenant has a small bird, the Tenant may have two small birds.

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 21 pounds (adult size). Tenants are prohibited from housing dangerous, fighting, or attack dogs. The PHA prohibits full or mixed pit bull, Rottweiler, and wolf breeds. Examples of dog breeds that typically exceed 26 pounds at adulthood are:

Medium

American Cocker Spaniel
American Eskimo Dog (Toy & Miniature)
Australian Terrier
Basset Hound
Bichon Frise
Bolognese
Border Terrier
Boston Terrier
Brazilian Terrier
Brussels Griffon
Bull Terrier (Miniature)
Bulldog (Any breed)
Cardigan Welsh Corgi
Cavalier King Charles Spaniel
Cesky Terrier

Chinese Crested
Coton de Tulear
Dachshund
Dandie Dinmont Terrier
Dutch Smoushond
English Toy Spaniel
French BullDog
Icelandic Sheepdog
Italian Greyhound
Jack Russell Terrier
Lakeland Terrier
Lhasa Apso
Lowchen
Miniature Bull Terrier
Miniature Pinscher
Miniature Poodle
Miniature Schnauzer
Staffordshire Bull Terrier

Large

Aidi
Airedale Terrier
Alapaha Blue Blood Bulldog
Alaskan Malamute
Alpine Dachsbracke
American BullDog
American Eskimo Dog
American Foxhound
American Pitbull Terrier
American Staffordshire Terrier
American Water Spaniel
Ardennes Cattle Dog
Ariege Hound
Australian Cattle Dog
Australian Dingo
Australian Kelpie
Australian Shepherd
Australian Stumpy Tail Cattle Dog
Austrian Black and Tan Hound
Austrian Shorthaired Pinscher
Auvergne Pointer
Barbet
Basenji
Beagle
Bearded Collie
Bedlington Terrier
Belgian Groenendael
Belgian Laekenois
Belgian Malinois
Belgian Tervuren
Bergamasco
Bernese Mountain Dog
Billy
Black and Tan Coonhound
Border Collie
Bourbonnais Pointer
Boxer
Boykin Spaniel
Briard
Brittany Spaniel
Bull Terrier
Bullmastiff
Canaan Dog
Câo Fila de Sâo Miguel
Catahoula Leopard
Catalonian Sheepdog
Central Asian Shepherd
Chesapeake Bay Retriever
Chinese Shar-Pei
Chow Chow
Cirneco dell' Etna
Clumber Spaniel
Collie
Dalmatian
Drentsch Partridge Dog
Dutch Schapendoes
Dutch Shepherd Dog
English Cocker Spaniel

English Foxhound
English Setter
English Springer Spaniel
Eurasier
Field Spaniel
Finnish Lapphund
Finnish Spitz
Flat-Coated Retriever
German Hunt Terrier
German Pinscher
German Shepherd
German Shorthaired Pointer
Glen of Imaal Terrier
Golden Retriever
Harrier
Hokkaido
Irish Terrier
Keeshond
Kerry Blue Terrier
Kooikerhondje
Labrador Retriever
Manchester Terrier
Miniature Australian Shepherd
Mudi
New Guinea Singing Dog
Norrbottenspets
Norwegian Buhund
Norwegian Elkhound
Norwegian Lundehund
Nova Scotia Duck Tolling Retriever
Old English Sheepdog
Olde English BullDogge
Polish Lowland Sheepdog
Portuguese Podengo Medio (Medium)
Portuguese Pointer
Portuguese Water Dog
Puli
Pumi
Rottweiler
Samoyed
Shetland Sheepdog
Shiba Inu
Smooth Fox Terrier
Stabyhoun
Whippet

Extra-Large

Afghan
Akita
Azawakh
Beauceron
Black Russian Terrier
Bloodhound
Borzoi
Bouvier des Flandres
Cane Corso
Caucasian Ovtcharka
Chinook
Curly-Coated Retriever
Doberman Pinscher
Dogo Argentino
Dogo Canario
Dogue de Bordeaux
Fila Brasiliero
Gordon Setter
Great Pyrenees
Greyhound
Hovawart
Ibizan Hound
Irish Setter
King Shepherd
Kuvasz
Landseer Newfoundland
Leonberger
Mastiff
Neapolitan Mastiff
Newfoundland Pointer Dog

Portuguese Podengo Grande (Large)
Rhodesian Ridgeback
Romanian Carpathian Shepherd
Saarloos Wolfdog
Tatra Shepherd Dog

One small or medium sized bird or two small birds (parakeet size) may be kept. Only one aquarium, which shall not exceed 5 gallons, may be kept. All dogs and cats must be spayed or neutered, unless the tenant provides certification from a licensed veterinarian that such procedures would jeopardize the medical well-being of the animal. This definition does not include assistance animals, i.e., animals that are used to assist the disabled.

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. This pet fee shall not apply to residents of projects for the elderly and persons with disabilities.

2. A current dog license issued by the appropriate authority. In the case of cats, proof of identification as required by local ordinances (such as a collar or microchip).

3. A signed statement from a veterinarian verifying that the animal is in good health, has no communicable diseases or pests, and in the case of a cat or dog, is spayed or neutered, unless the tenant provides certification from a licensed veterinarian that such procedures would jeopardize the medical well-being of the animal.

4. Evidence that the pet has received all current vaccinations or boosters, including parvovirus, distemper, hepatitis, leptospirosis, parainfluenza and bordatella for dogs, and feline distemper, rhinotracheitis, calcivirus, pneumonitis, and feline leukemia virus for cats (the latter two only when recommended by a veterinarian).

5. A signed affidavit or declaration from an alternate custodian verifying that he/she will take temporary custody of the pet from the premises for a period of time not to exceed ten (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 (12) hours after any emergency causing the Tenant not to be able to care for the pet.

6. A signed statement from the Tenant acknowledging that he/she has received and read the Pets and Assistance Animals Policy and agrees to comply with said policy 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 Tenant 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 "pets".

2. Tenant fails to provide complete application information required by this Policy.

3. Management determines that the Tenant will not be able to keep the pet in compliance with this Pets and Assistance Animals Policy 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 this Policy.

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

7. Written recommendation from the Resident Association and/or Project Pet Committee to revoke a Tenant's pet permit due to a demonstrated lack of cooperation and responsibility in maintaining the 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 as required by local ordinances must be provided at Tenant's annual pet permit re-validation. In the case of cats, proof of identification as required by local ordinances (such as a collar or microchip) must be provided at Tenant's annual pet permit revalidation.

2. Evidence that the pet has received all current vaccinations or boosters including parvovirus, distemper, hepatitis, leptospirosis, parainfluenza, and bordatella for dogs, and feline distemper, rhinotracheitis, calcivirus, pneumonitis, and feline leukemia virus for cats must be provided at the Tenant's annual pet permit revalidation.

3. The presence of offspring of an approved dog or cat is conclusive evidence of violation of the requirement to have a cat or dog spayed or neutered. Upon discovery of the violation, Management immediately will enforce this requirement.

4. A signed affidavit or declaration from an alternate custodian declaring he/she will take temporary custody of the pet from the premises for a period of time not to exceed ten (10) days when the Tenant is to be away overnight or longer and

will assume 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 (12) hours after any emergency causing the Tenant not to be able to care for the pet. The affidavit or declaration shall also include the alternative custodian's contact information. .

5. No pet may be kept in violation of state law, or local ordinances with respect to humane treatment or health. Tenant shall be responsible for proper care of the pet, including flea control.

6. 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.

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

8. If offspring are born to a pet, removal of the offspring from the premises is required within a reasonable time. For dogs or puppies and cats or kittens, removal is required by twelve (12) weeks after birth. For all other animals, removal will be required by six (6) weeks after birth.

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

10. 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 an elevator.

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

12. No animal may be leashed to any stationary object outside the Tenant's dwelling unit.

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

14. 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.

15. Tenants with cats 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 similar actions.

16. 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, if any.

17. 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.

18. Tenants are responsible for cleaning up pet waste from their pet both inside and outside the dwelling unit and on project grounds. Pet waste must be disposed of by being placed in a sealed plastic bag and then placed in a trash container outside of the building. Tenant shall not wash pet waste down any drains or flush pet waste down any toilets. Pet waste may not be put down the garbage chutes, if any.

19. 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.

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

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

22. 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.

23. 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.

24. Guests may not bring pets onto the project premises. No pet sitting will be allowed except as allowed in paragraph E.5 (Alternate Custodian). Tenants and Tenants' guests shall not bring onto the property pets that are not approved by PHA or do not have a current PHA pet permit. This is to ensure the health and safety of residents and approved pets.

J. 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.

SECTION II: ASSISTANCE ANIMALS POLICY

A. The above Section I – 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 Section I – Pet Policy.

B. Definition. "Assistance Animals" means animals that work, provide assistance, or perform tasks for the benefit of a person with a disability. This term includes "service animals," "support animals," therapy animals," and "comfort animals."

C. To determine that an animal is excluded from Section I – Pet Policy, a Tenant must first request approval for an assistance animal by submitting a request for a reasonable accommodation. If the individual'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 PHA verifying that the individual has a qualifying disability and the need for the assistance animal.

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

E. Disabled individuals who are approved for an assistance animal must still comply with the provisions of the Rental Agreement and are subject to the reasonable conditions listed below. 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 may be requested to remove the assistance animal within 24 hours of notice. Violation of the reasonable conditions may also be grounds for termination of the Tenant's tenancy.

F. Reasonable Conditions. All tenants with assistance animals shall comply with the following conditions:

1. After receiving approval for an assistance animal, the Tenant must provide Management with proof of current licensing or identification. In the case of dogs, Tenant shall provide proof that the dog is currently licensed as required by local ordinances. In the case of cats, Tenant shall provide proof of identification as required by local ordinances (such as a collar or microchip). The Tenant shall also provide proof of current licensing or identification at every annual re-examination.

2. After receiving approval for an assistance animal, the Tenant must provide Management with a statement signed by veterinarian that the assistance animal is in good health and has no communicable diseases or pests.

3. In the case of cats and dogs, the assistance animal must be spayed or neutered, unless the tenant provides certification from a licensed veterinarian that such procedures would jeopardize the medical well-being of the animal.

4. Provide evidence to the Management that the dog or cat has received all current vaccinations or boosters, including parvovirus, distemper, hepatitis, leptospirosis, parainfluenza, bordatella for dogs, and feline distemper, rhinotracheitis, calicivirus, pneumonitis, and feline leukemia virus for cats (the latter two only when recommended by a veterinarian).

5. Provide a signed affidavit or declaration from an alternative custodian to the Management, at every annual re-certification. The affidavit or declaration shall provide that the alternative custodian is willing to take temporary custody of the assistance animal when the tenant is unable to care for the assistance animal for a period of time not to exceed ten (10) days. The affidavit or declaration shall also include the alternative custodian's contact information.

6. Not keep the assistance animal in violation of state law or local ordinances with respect to humane treatment or health.

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

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

9. Dogs and cats must wear identification tags specifying Tenant's name and unit number.

10. Keep the assistance animal inside the Tenant's dwelling unit unless under the animal handler's supervision and on a leash, or otherwise under the animal handler's control.

11. When the assistance animal is a dog or cat and taken outside of the dwelling unit, the dog or cat must be kept on a leash, no longer than six (6) feet, and controlled by a responsible individual, unless keeping the animal on a leash would prevent the animal from adequately performing their job, and the animal can be controlled by the handler by alternate means.

12. No assistance animal may be leashed to any stationary object outside of Tenant's dwelling unit.

13. If the assistance animal is a bird, the bird must be confined to a cage at all times, unless keeping the bird in a cage would prevent the bird from adequately performing their job, and the bird can be controlled by the handler by alternate means.

14. Vicious and/or intimidating assistance animals with a past history of attack or aggressive behavior toward other animals or people will not be allowed.

15. Tenants shall not permit their assistance animals 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 similar actions.

16. Tenants must provide litter boxes, which must be kept in the dwelling unit for cat waste. Tenant 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. Waste from the assistance animal may not be put down the garbage chutes, if any.

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

18. Tenants are responsible for cleaning up waste from the assistance animal both inside and outside the dwelling unit and on project grounds. Animal waste must be disposed of by being placed in a sealed plastic bag and then

placed in a trash container outside of the building. Tenant shall not wash or place animal waste down any drains or flush the waste down any toilet.

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

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

21. Tenants are responsible for all damages caused by their assistance animals including the cost of professional cleaning of carpets and/or fumigation of the dwelling unit.

22. PHA may designate areas within a project, building, floor, or section of building where tenants with assistance animals 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.

23. 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.

24. Unless the animal is a "service animal," as defined in Titles II and III of the Americans with Disabilities Act, guests may not bring any animal onto the project premises. No pet sitting will be allowed unless the Tenant is an "alternative custodian."

25. Provide a color picture of the assistance animal to Management after Tenant receives approval for an assistance animal, and another color picture when the assistance animal reaches adult size.

26. Provide a signed statement from the Tenant acknowledging that he/she has received the Pet and Assistance Animal Policy and agrees to the comply with the Assistance Animal Policy and accept any and all financial and personal liability associated with personal assistance animal ownership in the housing project.

27. Follow any additional conditions imposed by PHA at the time of approval of the assistance animal.