

## PET POLICIES FOR ALL DEVELOPMENTS

### MANAGEMENT APPROVAL OF PETS

#### REGISTRATION OF PETS

Pets must be registered with the PHA 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) and is pest-free. This registration must be renewed annually and will be coordinated with the annual reexamination date.

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

#### REFUSAL TO REGISTER PETS

The pet is not a *common household pet* as defined in the Pet Agreement Section

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

The pet owner fails to provide complete pet registration information and up to date immunizations or fails to update the registration and immunizations 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 PHA 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.

No pet is permitted that is over 10" pounds when fully grown. You may own a maximum of one pet per family. You pet must be on a leash at all times when outside. You are responsible for cleaning up after your pet. You are responsible for documenting the proof of shots on the reverse side and keeping them current during your entire occupancy. Cats must be declawed, castrated or sprayed. Dogs must be castrated or sprayed. Per your agreement, any violation of rules and regulations will terminate your lease agreement and the eviction process will begin immediately. Noisy or unruly pets or those that cause complaints will not be allowed to remain regardless of size.

A \$ 300.00 (three hundred dollars) ~~non~~-refundable pet fee has been paid on \_\_\_\_\_.

I fully understand and will abide by these pet regulations and all other rules of The Housing Authority of the City of Charleston

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Pet Owner Signature

Date

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Signature of PHA Official or Representative

Date

## PET AGREEMENT

Residents who have been approved to have a pet must enter into a pet agreement with the PHA, 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 PHA'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 PHA's pet policy and applicable house rules may result in the withdrawal of PHA approval of the pet or termination of tenancy.

### STANDARDS FOR PETS

- 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

### DEFINITION OF "COMMON HOUSEHOLD PET"

*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.

The following animals are not considered common household pets:

Reptiles  
Rodents  
Insects  
Arachnids  
Wild animals or feral animals  
Pot-bellied pigs  
Animals used for commercial breeding

### PET RESTRICTIONS

The following animals are not permitted:

Any animal whose adult weight will exceed 10 pounds  
Dogs of the pit bull, rottweiler, chow, or boxer breeds  
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

Residents may own a maximum of 1 pet only, 1 of which may be a dog.

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.

## **OTHER REQUIREMENTS**

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.

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.

## **PET RULES**

### **Pet Area Restrictions**

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 and under the control of the resident or other responsible individual at all times.

Pets other than dogs or cats must be kept in a cage or carrier when outside of the unit.

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**

With the exception of common areas as described in the previous policy, the PHA has not designated any buildings, floors of buildings, or sections of buildings as no-pet areas. In addition, the PHA has not designated any buildings, floors of buildings, or sections of buildings for residency of pet-owning tenants.

### **Cleanliness**

The 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 a trashcan.

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.

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.

### **Alterations to Unit**

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.

### **Noise**

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, whining, biting, scratching, chirping, or other such activities.

### **Pet Care**

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 PHA property.

No animals may be tethered or chained inside or outside the dwelling unit at any time.

### **Responsible Parties**

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 PHA and sign a statement that they agree to abide by all of the pet rules.

### **Pets Temporarily on the Premises**

Pets that are not owned by a tenant are not allowed on the premises. Residents are prohibited from feeding or harboring stray animals.

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

### **Pet Rule Violations**

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 has 10 business days from the effective date of the service of notice to correct the violation or make written request for a meeting to discuss the violation

That the pet owner is entitled to be accompanied by another person of his or her choice at the meeting

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**

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

The notice will contain:

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

The requirement that the resident /pet owner must remove the pet within 30 calendar days of the notice

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

**Pet Removal**

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 PHA after reasonable efforts cannot contact the responsible party, the PHA may contact the appropriate state or local agency and request the removal of the pet.

**Termination of Tenancy**

The PHA 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**

The PHA 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 PHA 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.

**Care and Handling**

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

Residents must ensure that 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 an assistance animal violates these policies, the PHA will consider whether the violation could be reduced or eliminated by a reasonable accommodation. If the PHA determines that no such accommodation can be made, the PHA may withdraw the approval of a particular assistance animal.

I fully understand and will abide by these pet regulations and all other rules of The Housing Authority of the City of Charleston

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Pet Owner Signature \_\_\_\_\_ Date \_\_\_\_\_

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Signature of PHA Official or Representative \_\_\_\_\_ Date \_\_\_\_\_

## **PET DEPOSITS AND FEES IN GENERAL OCCUPANCY DEVELOPMENTS**

### **Payment of Deposit**

Pet owners are required to pay a pet deposit of \$300 in addition to any other required deposits. The deposit must be paid in full before the pet is brought on the premises.

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

### **Refund of Deposit**

The PHA 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 PHA will provide the resident with a written list of any charges against the pet deposit within 10 business days of the move-out inspection. If the resident disagrees with the amount charged to the pet deposit, the PHA will provide a meeting to discuss the charges.

### **NON-REFUNDABLE NOMINAL PET FEE**

The PHA requires pet owners to pay a non-refundable nominal pet fee.

This fee is 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

The pet fee of \$10.00 will be billed on a monthly basis, and payment will be due 30 calendar days after billing.

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

### **OTHER CHARGES**

#### **Pet-Related Damages During Occupancy**

All reasonable expenses incurred by the PHA 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

- Repairs to common areas of the project

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**

A separate pet waste removal charge of \$10.00 per occurrence will be assessed against pet owners who fail to remove pet waste in accordance with this policy.

Such charges will be due and payable 30 days after billing.

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

**ASSISTANCE ANIMALS**

**APPROVAL OF ASSISTANCE ANIMALS**

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 PHA approve a reasonable accommodation in accordance with the policies contained in Chapter 2 in the Housing Authority ACOP Handbook.

I fully understand and will abide by these pet regulations and all other rules of The Housing Authority of the City of Charleston

\_\_\_\_\_  
Pet Owner Signature Date

\_\_\_\_\_  
Signature of PHA Official or Representative Date

# Animal Permit:

Permit for a pet at: \_\_\_\_\_

Name of Owner: \_\_\_\_\_

Name of Pet: \_\_\_\_\_

Breed: \_\_\_\_\_ Age: \_\_\_\_\_

**Please furnish a signed Immunization/Vaccination card from your veterinary/veterinarian for our files annually.**

Distemper complex: Yes \_\_\_\_\_ No \_\_\_\_\_

Rabies: Yes \_\_\_\_\_ No \_\_\_\_\_

Parvo: Yes \_\_\_\_\_ No \_\_\_\_\_

Is your pet subject to fits of biting? Yes \_\_\_\_\_ No \_\_\_\_\_

Has your pet been spayed or neutered? Yes \_\_\_\_\_ No \_\_\_\_\_

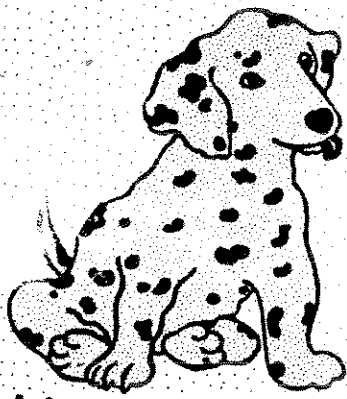
Has your cat been de-clawed? Yes \_\_\_\_\_ No \_\_\_\_\_

I swear that I have these questions to the best of my ability and that I will abide by these and all other rules of The Housing Authority of the City of Charleston.

\_\_\_\_\_  
Pet Owner Signature Date

\_\_\_\_\_  
Signature of PHA Official or Representative Date





# Clean up after your dog: It's the LAW!

The City of Charleston Environmental Control Ordinance, Article 2, Sec. 26-2, (f) states that:

"It shall be unlawful for any *Owner, keeper* or walker of any dog or cat to permit his or her dog or cat to discharge its excreta upon the property of the owner of the animal or upon the property of one who has assented thereto unless such owner, keeper or walker, immediately thereafter removes said animal's excreta from the public or private property in question."

**WARNING: Violation of this ordinance could carry a fine of up to \$500.**

It's easy to use a...

 Pooper-scooper

 Newspaper

 Garden trowel

 Plastic bag\*

This may be the easiest method of all. Just insert your hand into a plastic bag. Pick up litter, flip the open end of the bag up to contain the litter and tie to seal.

Remember - fines and enforcement are not the central issues:  
keeping the city clean and being a good neighbor are.  
It is simply common courtesy to clean up after your pet.

and, no matter which method you use, remember to dispose of dog litter properly - in a waste receptacle.

