

PET POLICY

1 EXCLUSIONS

This policy does not apply to animals that are used to assist persons with disabilities. Service/Companion Animals are allowed in all public housing facilities with no restrictions other than those imposed on all tenants to maintain their units and associated facilities in a decent, safe, and sanitary manner and to refrain from disturbing their neighbors.

2 PETS IN HOUSING MANAGED BY MCKEAN COUNTY HOUSING AUTHORITY

The McKean County Housing Authority allows for pet ownership in its developments with the **written pre-approval** of the Housing Authority. Residents are responsible for any damage caused by their pets, including the cost of fumigating or cleaning their units. In exchange for this right, resident assumes full responsibility and liability for the pet and agrees to hold the McKean County Housing Authority harmless from any claims caused by an action or inaction of the pet.

3 APPROVAL

Residents must have the prior written approval of the Housing Authority before moving a pet into their unit. Residents must request approval on the Authorization for Pet Ownership Form that must be fully completed before the Housing Authority will approve the request. Residents must give the Housing Authority a picture of the pet so it can be identified if it is running loose. Residents must have an emergency contact person in case of death or illness.

4 TYPES AND NUMBER OF PETS

The McKean County Housing Authority will allow only common household pets. This means only domesticated animals such as a dog; cat, bird, rodent (including a rabbit), fish in aquariums or a turtle will be allowed in units. Common household pets do not generally include reptiles (except turtles); any reptiles need prior approval from the Housing Authority. There will be no snakes allowed. Because of the smell, ferrets will not be allowed. If this definition conflicts with a state or local law or regulation, the state or local law or regulation shall govern.

All dogs and cats must be spayed or neutered before they become six months old. A licensed veterinarian must verify this fact. A document must be provided to the Housing Authority verifying this.

Only one pet per unit will be allowed except with the following exceptions, two birds, or two mice, or two gerbils/hamsters/guinea pigs of the same sex and any number of fish in a tank not to exceed a 20-gallon tank. All cats must be de-clawed before the resident can move the animal into the housing unit. *(As amended August 4, 2005)*

Any animal deemed by the Housing Authority to be potentially harmful to the health or safety of others, including attack or fight trained dogs, will not be allowed.

No animal may exceed twenty-five (25) pounds in weight or 1 foot in height projected to full adult size.

5 INOCULATIONS

In order to be registered, pets must be appropriately inoculated against rabies, distemper and other conditions prescribed by state and/or local ordinances. They must comply with all other state and local public health, animal control, and anti-cruelty laws including any licensing requirements. A certification signed by a licensed veterinarian or state or local official shall be annually filed with the McKean County Housing Authority to attest to the inoculations.

6 PET DEPOSIT

A pet deposit of **\$95.00** is required at the time of registering a *cat or dog and a \$50.00 pet deposit for any one or two birds, mice, gerbils, hamsters, guinea pigs, rabbits and turtles of the same sex and fish in aquariums. (As amended May 17, 2001)* The deposit is refundable when the pet or the family vacates the unit, less any amounts owed due to damage.

A monthly fee of **\$5.00** will be charged for *cats and dogs. (As amended May 17, 2001)*

A monthly fee of \$5.00 for fish tanks. *(As amended July 29, 2004)*

A one time \$50.00, non-refundable administrative fee will be required for a cat or dog and a one time \$25.00, non-refundable administrative fee for any one or two birds, mice, gerbils, hamsters, guinea pigs, rabbits and turtles of the same sex and fish in aquariums, but no monthly charge. *(As amended May 17, 2001)*

A \$50.00 deposit for a fish tank, a one-time \$25 administrative fee, and a \$5.00 monthly fee to cover the cost of utilities. *(As amended July 29, 2004)*

7 FINANCIAL OBLIGATION OF RESIDENTS

Any resident who owns or keeps a pet in their dwelling unit will be required to pay for any damages caused by the pet. In addition, any pet-related insect infestation in the pet owner's unit will be the financial responsibility of the pet owner and the McKean County Housing Authority reserves the right to exterminate and charge the resident.

8 NUISANCE OR THREAT TO HEALTH OR SAFETY

The pet and its living quarters must be maintained in a manner to prevent odors and any other unsanitary conditions in the owner's unit and surrounding areas.

Repeated substantiated complaints by neighbors or McKean County Housing Authority personnel regarding pets disturbing the peace of neighbors through noise, odor, animal waste, or other nuisance may result in the owner having to remove the pet or move him/herself.

Pets that make noise continuously and/or incessantly for a period of 10 minutes or intermittently for one half hour or more to the disturbance of any person at any time of day or night shall be considered a nuisance.

9 DESIGNATION OF PET AREAS

Pets must be kept in the owner's apartment or on a leash at all times, when outside the unit (no outdoor cages may be constructed). Pets will be allowed only in designated areas on the grounds of the property if the McKean County Housing Authority designates a pet area for the particular site. Pet owners must clean up after their pets and are responsible for disposing of pet waste.

With the exception of Service/Companion Animals, no pets shall be allowed in the community room, community room kitchen, laundry rooms, public bathrooms, lobby, hallways or office in any of our sites.

To accommodate residents who have medically certified allergic or phobic reactions to dogs, cats, or other pets, those pets may be barred from certain wings (or floors) in our development(s)/(building(s)). This shall be implemented based on demand for this service.

10 MISCELLANEOUS RULES

Pets may not be left unattended in a dwelling unit for over 12 hours. If the pet is left unattended and no arrangements have been made for its care, the Housing Authority will have the right to enter the premises and take the uncared for pet to be boarded at a local animal care facility at the total expense of the resident.

Pet bedding shall not be washed in any common laundry facilities.

Residents must take appropriate actions to protect their pets from fleas and ticks.

All dogs must wear a tag bearing the resident's name and phone number and the date of the latest rabies inoculation.

Any pet owner that owns a bird must keep the bird caged at all times. No bird will be allowed to fly around the leased property.

Pets cannot be kept, bred or used for any commercial purpose.

Residents owning cats shall maintain waterproof litter boxes for cat waste. Refuse from litter boxes shall not accumulate or become unsightly or unsanitary. Litter shall be disposed of in an appropriate manner.

A pet owner shall physically control or confine his/her pet during the times when Housing Authority employees, agents of the Housing Authority or others must enter the pet owner's apartment to conduct business, provide services, enforce lease terms, etc.

If a pet cause's harm to any person, the pet's owner shall be required to permanently remove the pet from the Housing Authority's property within 24 hours of notice from the Housing Authority. The pet owner may also be subject to termination of his/her dwelling lease.

A pet owner who violated any other conditions of this policy may be required to remove his/her pet from the development within 10 days of written notice from the Housing Authority. The pet owner may also be subject to termination of his/her dwelling lease.

The Housing Authority's grievance procedures shall be applicable to all individual grievances or disputes arising out of violations or alleged violations of this policy.

11 VISITING PETS

Pets that meet the size and type criteria outlined above may visit the neighborhood/buildings where pets are allowed for up to two weeks with McKean County Housing Authority approval. Tenants who have visiting pets must abide by the conditions of this policy regarding health, sanitation, nuisances, and peaceful enjoyment of others. If visiting pets violate this policy or cause the tenant to violate the lease, the tenant will be required to remove the visiting pet.

12 REMOVAL OF PETS

The McKean County Housing Authority, or an appropriate community authority, shall require the removal of any pet from a dwelling unit if the pet's conduct or condition is determined to be a nuisance or threat to the health or safety of other occupants of the neighborhood or of other persons in the community where the unit is located.

In the event of illness or death of pet owner, or in the case of an emergency which would prevent the pet owner from properly caring for the pet, the McKean County Housing Authority has permission to call the emergency caregiver designated by the resident or the local Pet Law Enforcement Agency to take the pet and care for it until family or friends would claim the pet and assume responsibility for it. Any expenses incurred will be the responsibility of the pet owner.