

# PET POLICY

## PURPOSE

The following procedures govern the keeping of pets by residents in and on properties owned and operated by the Scranton Housing Authority, in keeping with the allowability of pets dictated by the Quality Housing and Work Responsibility Act of 1998, and 24 CFR Part 960, Subpart G. These requirements will be incorporated in the Pet Permit and will be an amendment to the Residential Lease Agreement. Violation of this policy shall constitute a violation of the Lease.

## INTRODUCTION

Both elderly and non-elderly families are permitted to keep common household pets in their dwelling units in accordance with the term of their leases, applicable state and local laws or regulations governing the owning or keeping of common household pets in dwelling accommodations, and Housing Authority policies, rules and procedures governing the owning and keeping of such pets in dwelling accommodations.

No one shall be denied admission or continued occupancy in housing by reason of the person's ownership of common household pet (as defined later in this policy) or the presence of such in that person's dwelling unit except in instances of refusal or failure to comply with State and local laws and rules and procedures regarding the keeping of such pets.

Rules governing the owning and keeping of such pets are established for the following reasons:

- To provide a decent, safe and sanitary living environment for existing and prospective tenants.
- To protect the health and safety of Authority employees and the public.
- To protect and preserve the physical condition of tenant units and general premises of properties.
- To protect the Authority's financial interest in its properties.

## GUIDELINES

### Definitions:

**Allowable pet:**      **Only one pet per household** of the following traditional domesticated animals:

- |                              |  |
|------------------------------|--|
| 1. Dog                       | 5. Hamster   |
| 2. Cat                       | 6. Guinea Pig  |
| 3. Two Birds (parakeet Size) | 7. Fish (Reasonable number to accommodate aquarium size) |

Further standards of acceptability for the above are set forth as follows:

1. Dogs must not exceed **20 pounds** in weight at full growth and may not exceed **14 inches** at the shoulder. Puppies must have certification from a breeder or veterinarian about the potential size at full growth.
2. Cats cannot exceed **12 pounds** in weights.
3. Aquarium size for fish may not exceed a capacity of **20 gallons**.
4. Fish that are poisonous or harmful are not permitted.

**Unallowable pet:** The following are not defined as common household pets and are prohibited:

- |   |                                      |
|---|--------------------------------------|
| 1. Reptiles   | 9. Mynah birds                       |
| 2. Wild animals   | 10. Psittacine birds (Parrot Family) |
| 3. Livestock  | 11. Non-human primates               |
| 4. Mice   | 12. Ferrets                          |
| 5. Rats   | 13. Pot Bellied pigs                 |
| 6. Pigeons  | 14. Hedgehogs                        |
| 7. Doves  | 15. Rabbits                          |
| 8. Other animals whose protective instincts and natural body armor produce a risk to human beings or other animals. |                                      |

Also prohibited are any dogs that are an offspring of the following breeds, regardless of the percentage of pedigree:

Pit Bull Terrier	Doberman Pinscher
Rottweiler	Pressa Canary
Chow	German Shepherd
Shar Pei	Boxer
Akita	

Also prohibited is any cat that has a percentage of ocelot (American Wildcat) in its pedigree.

**Unallowable activities:**

1. No tenant shall keep, raise, train, breed, any pet of any kind at any location, either inside or outside a dwelling unit, for commercial purposes or for fighting.
2. All residents are prohibited from feeding, housing, or caring for stray animals, such action shall constitute having a pet without permission of the Authority.
3. Pets not owned by a current Scranton Housing Authority tenant, or those pets not properly registered, are **NOT** permitted on the premises on a temporary or visiting basis.

### **Exclusion for animals that assist persons with disabilities:**

1. As in accordance with 24 CFR Part 960 Subpart G, animals that assist support, or provide service to persons with disabilities are excluded from this policy. However, nothing in 24 CFR Part 960 G, affects any authority that the Scranton Housing Authority may have to regulate service animals that assist, support or provide service to persons with disabilities, under Federal, State or Local Law.
2. Persons with disabilities who visit residents are allowed to bring support or service animals on to Scranton Housing Authority property on a temporary basis.

### **PER REGISTRATION**

**Prior to bringing an animal into the housing unit**, families must contact their development manager to obtain a copy of the pet policy; and to discuss the type of pet they are planning on securing, as well as, the documentation required and the time that information will be needed. Any questions as to the pet policy, standards, or sanctions should be thoroughly discussed and understood at this time, prior to the family obtaining the pet.

Pet registration will be accomplished when the family has filed the following disclosures and forms, within five (5) days of receipt of the pet.

- Name of the adult household member who will be primarily responsible for animal care.
- Detailed description of the pet.
- Color photograph of the pet.
- Acceptable certificate that pet is in good health and (for dogs and cats) that the animal has been inoculated for distemper and rabies and that said inoculation is current\*\*\*
- Evidence that female cats and dogs have been spayed and male cats and dogs have been neutered, prior to the animal being placed in the unit.
- Copy of license issued by the municipality for ownership of the animal for whom licensing is a legal requirement\*\*\*
- Name, address, and telephone number of the veterinarian who will be providing regular care to the animal\*\*\*
- Name, address, and telephone number of an alternate custodian or responsible party for the pet. The custodian must be willing and able to assume responsibility for the care and keeping of the pet, including (if necessary) the removal of the pet from Scranton Housing Authority property. If the pet owner becomes sick or is absent from the unit and unable to care for the pet, the alternate custodian will be contacted to assume responsibility\*\*\*
- For dogs and cats, visual proof that the animal wears a collar with appropriate license and inoculation tags attached. This includes a Scranton Housing Authority pet permit tag.

\*\*\* Also required on the tenant's annual recertification.



## **COST OF PET OWNERSHIP**

### **Pet Deposit**

Tenants who own a dog or cat must pay a **\$75.00 refundable pet deposit**. This deposit must be paid prior to the pet being brought on to the premises, and is in addition to any other security deposit required.

The pet deposit may be used by the Authority after the tenant has vacated the unit or no longer keeps a pet in the dwelling unit to pay reasonable expenses directly attributable to the presence of their pet in the unit or project, including but not limited to, the cost of repairs, replacement, or fumigation to the tenant's unit.

The pet deposit may also be used by the Scranton Housing Authority to provide the cost of animal care in circumstances where the Scranton Housing Authority has had to remove the pet.

### **Pet Fee**

Tenants who own or keep a cat or dog in their unit must also pay a **non-refundable pet fee of \$50.00 per year**. The pet fee is to cover general costs to the Authority, attributable to the presence of pets in the development.

### **Additional Costs**

Costs of extermination of fleas, ticks and other animal related pests caused by the tenant's pet will be borne by the tenant. Said extermination will be arranged by the Authority to ensure timely and thorough rendering of service. The tenant will also be charged additional fees due to the use of maintenance personnel to clean up and or repair damage directly due to the actions of their pet.

## **PET CARE STANDARDS**

The tenant owning a pet is responsible for:

- Providing adequate care, nutrition, exercise, and medical care of the pet. Pets that appear to be poorly cared for will be reported to appropriate authorities.
- Ensuring that the pet does not disturb the peace and quiet of neighbors through noise, and that the development environment is not adversely affected through odor, damage or destruction caused by the pet.
- Keeping pets under control at all times so that the pet does not jump up on other residents, guests, or Scranton Housing Authority staff and that the pet does not unduly frighten or bother other residents.
- Making arrangement for the care of the pet during any absence of more than twelve (12) hours.

- Exercising common sense and common courtesy with respect to other tenants who may have sensitivities, allergies to, or be easily frightened of, or dislike pets.
- Ensure compliance with State or local health and/or anti-cruelty laws or ordinances. Any failure of the Pet Ownership Policy to define the applicable laws or ordinances does not relieve the pet owner of the responsibility for complying with this requirement.

If an emergency exists, a representative of the Scranton Housing Authority, SPCA, or local police department may at any time inspect the animal and the premises where the animal is kept.

A representative of the Scranton Housing Authority, SPCA or local police department may enter a dwelling unit when there is evidence that an animal, left alone, is in danger or distress, or has been left untended for twelve (12) hours or more. If there are unfavorable conditions present, the pet may be impounded, subject to the provisions of State or local health and/or anti-cruelty laws or ordinances in this regard. The Scranton Housing Authority shall not accept responsibility for the pet under such circumstances.

#### **HANDLING OF PETS**

- A. Tenants are prohibited from altering the dwelling unit or the surrounding premises to create a space, hole, container or enclosure for any pet.
- B. Tenants are prohibited from erecting or placing a cage, shelter or container outside of their unit at any time.
- C. Tenants shall keep their dogs on a leash (not more than 6 ft. long) when outside of their unit, and shall have control of the dog at all times. (Pennsylvania State Law)
- D. Tenants are prohibited from chaining an animal outside of their unit.
- E. Tenants shall remove or restrain a pet when a Scranton Housing Authority representative or designee is present in or around their unit. Examples can include but are not limited to repair technicians, inspectors, exterminators, etc.
- F. A bird, gerbil, hamster or guinea pig shall be confined to a cage at all times.
- G. Pets are restricted from lobbies, social rooms, community rooms, management offices, hallways, and other such common areas, other than for reasonable entry to and egress from the building. Pets are restricted from entering community rooms or social areas during planned activities when food is being served.
- H. Any animal running loose will be referred to the local authorities for removal from the premises.

- I. In the event of the death of the pet, the tenant is responsible for making immediate arrangements for its removal and disposal.
- J. In the event that a dog, cat, or other mammal has bitten an individual, the incident shall be reported to the City of Scranton Police Department and the Scranton Housing Authority immediately. The tenant will comply with all State and local laws regarding the investigation of the incident and the possible quarantine of the animal.

## **PET WASTE REMOVAL**

### **Cats**

The owner of a cat must provide a box with kitty litter, inside the dwelling unit, which must be accessible to the cat at all times. The tenant shall not permit waste in the litter box to accumulate or to become offensive, unsanitary, or unsightly. The litter must be cleaned of waste at least every two (2) days, and totally replaced at least once a week. The tenant shall dispose of such waste and litter by placing it in a tightly sealed repository and depositing it in the appropriate trash receptacle (trashcan or dumpster) outside the unit where the tenant resides. In no case shall the kitty litter be flushed down toilets, sinks or tubs.

### **Dogs**

The owner of a dog shall not permit their pet to void urine or excrement in any neighboring yards or common areas.

The dog owner must pick up removable animal wastes immediately, and dispose of it in a tightly sealed repository that is placed in an appropriate trash receptacle outside the apartment where the owner resides.

### **Other Pets**

Owner of pets other than cats and dogs, shall ensure that pet receptacles are cleaned on a timely schedule so that the receptacle does not become offensive, unsanitary or unsightly. Pet waste shall be disposed of in an appropriate trash receptacle outside the apartment where the owner resides.



## POLICY VIOLATIONS

### Types of Violations

**Unregistered Pet:** If a tenant harbors a pet without Scranton Housing Authority approval or registration, the pet shall be removed and the tenant's pet ownership privileges shall be suspended for one year. A repeat violation will result in lifelong suspension of pet ownership privileges.

**Vicious, Dangerous Pet:** In order to safeguard the health and welfare of tenants, employees and the public, not pet owner shall keep a vicious, dangerous or intimidating pet on the premises. If the pet owner declines delays or refuses to remove such a pet from the premises, the Scranton Housing Authority will effect its removal. The owner will be responsible for any costs associated with the pet's removal and/or subsequent impounded. The definition of a vicious or dangerous pet is:

- Any animal that constitutes a physical threat to human beings, or other animals.
- Any animal which has a disposition or propensity to cause injury or to behave in a manner which could reasonably cause injury to human beings or other animals, regardless of whether or not such behavior is hostile.
- Any animal which has, without provocation, bitten, attacked, or inflicted injury on any human being or other animal.
- Any animal that has been used in the commission of a crime.

In the event a question arises as to whether an animal is considered dangerous, a certified animal behaviorist must examine the animal for clarification. The resident shall incur any expenses associated with this clarification.

**Other Violations** – Any other disregard or defiance of the rules of this policy shall be considered a violation.

#### **A. Notice of Pet Rule Violation**

If the Scranton Housing Authority determines on the basis of the objective facts, supported by written statements, that a tenant has violated a rule governing the keep of pets, the Scranton Housing Authority will serve the tenant a Notice of Pet Rule Violation.

The notice will be in writing and will:

1. Contain a statement of the factual basis for the determination of the violations.
2. Give the tenant ten (10) days from the effective date of service of the notice to correct the violation (including removal of the pet, as appropriate) or to make a written request for a meeting to discuss the violation.
3. State that the tenant's failure to correct the violation, to request a meeting, or to appear at as requested meeting, may result in initiation of procedures to have the pet removed or to terminate the pet owner's tenancy or both.

### **Pet Rule Violation Meeting**

If the pet owner makes a timely request for a meeting to discuss a pet rule violation, the Authority will establish a mutually agreeable time and place for the meeting not later than ten (10) days from the effective date of service of the Notice of Pet Rule Violation. At the pet rule violation meeting, the pet owner and Authority shall discuss the alleged violation(s) and attempt to correct the violation. If the parties are unable to resolve the problem, the Authority may inform the pet owner in writing that the pet must be removed from the premises with ten (10) days of the pet rule violation meeting.

### **Notice for Pet Removal**

If the Scranton Housing Authority determines that the pet owner has failed to correct the pet rule violation within the time provided under Paragraph A of this section (including any additional time permitted by the Authority), the Authority will serve notice to the pet owner requiring the pet owner to remove the pet. The notice will be in writing and will:

1. Contain a brief statement of the factual basis for the determination and how the pet rule has been violated.
2. State that the pet owner must remove the pet with ten (10) days of the effective date of this notice.
3. State that the failure to remove the pet may result in the initiation of procedures to have the pet removed or to terminate the pet owner's tenancy or both.
4. If the pet owner declines, delays or refuses to remove the pet in accordance with the notice and fails to request a grievance conference, the Authority will contact the local authorities empowered to accomplish the removal. The owner shall be responsible for any and all costs associated with the removal and shelter of the pet. The Authority will accept no responsibility for the pet under such circumstances.
5. If the Authority must effectuate the removal of any animal, the tenant shall forfeit the full amount of the pet deposit as well as their pet ownership privileges.



## RECEIPT AND ACCEPTANCE OF PET POLICY

I, \_\_\_\_\_, have received a copy of the pet policy of the Scranton Housing Authority. I have discussed the policy with the Development Manager, and understand the regulations regarding pets and agree to conform to the same. Furthermore, I accept full and total responsibility for my pet and will be responsible for all damages to property, person or financial obligations resulting from my pet actions.

\_\_\_\_\_  
DATE

\_\_\_\_\_  
TENANT NAME

\_\_\_\_\_  
ADDRESS

\_\_\_\_\_  
DEVELOPMENT MANAGER

## PET PERMIT

This permit is to be signed at the time a new pet enters the household, and after the family has provided the development manager with all information required in the Scranton Housing Authority Pet Policy. It will also be completed at the time of the resident's annual recertification, when updated information is required.

1. The parties of this permit are the Scranton Housing Authority referred to as the "Authority" and \_\_\_\_\_  
referred to as the "Tenant." The Authority leases a unit at \_\_\_\_\_.
2. The permit shall begin on \_\_\_\_\_  
And end on \_\_\_\_\_.
3. The pet allowed under this permit is a \_\_\_\_\_.
4. The tenant agrees to keep a copy of the Municipal Registration or license with the Authority and to keep the same current.
5. The tenant agrees to keep the pet properly inoculated for rabies and distemper, and to give the Authority documentation that the same are current.
6. The tenant hereby certifies and agrees to the terms and conditions of the Authority's pet policy and understands and acknowledges that the Pet Permit may be revoked for failure to abide by said pet policy.
7. The tenant agrees to make the apartment available for inspection, during normal working hours upon thirty (30) minutes notice.
8. The tenant agrees and understands that the Scranton Housing Authority Pet Policy is part of the lease and this permit.

\_\_\_\_\_  
DATE

\_\_\_\_\_  
TENANT

\_\_\_\_\_  
DEVELOPMENT MANAGER