

MOUNDSVILLE HOUSING AUTHORITY

PET POLICY

REVISED 1/1/2021



PET POLICY

The following is the animal/pet policy for the Moundsville Housing Authority. This policy was developed in accordance with State and Federal Laws, HUD regulations, ADA regulations and specifically for public housing.

DEFINITIONS

Common Household Pet: For purposes of public housing is defined as a domesticated animal, such as a dog, cat, bird, rodent, or fish that is traditionally kept in the home for pleasure rather than for commercial purposes. Common Household Pet does not include reptile. Common Household Pet does not include wild or feral animals, farm animals, primates, ferrets, pot-bellied pigs or animals used for breeding or to produce offspring for sale. This term also excludes dangerous or exotic animals. Any animal which is of a wild or predatory nature, and which because of size, vicious nature or other characteristics, would constitute an unreasonable danger to human life or property is not a Common Household Pet. Examples of dangerous and exotic animals are any feline from the Panthera genus, any non-human primate, any bear, any venomous or poisonous animal or insect, any reptile of the order Crocodylian, and/or any snake. The Housing Authority has the right to limit and narrowly define what types of Common Household Pets are allowed in their public housing units per HUD regulation 24 C.F.R. §§ 5.315; 5.318.

Dwelling: Dwelling unit means a single unit of residence for a family or one or more persons. Examples of dwelling units include: a single-family home; an apartment unit within an apartment building; and other types of dwellings in which sleeping accommodations are provided but toileting or cooking facilities are shared by occupants of more than one room or portion of the dwelling, rooms in which people sleep. Covered multifamily dwellings means buildings consisting of four or more dwelling units if such buildings have one or more elevators; and ground floor dwelling units in other buildings consisting of four or more dwelling units. Dwelling units within a single structure separated by firewalls do not constitute separate buildings. Single-story Dwelling Unit means a dwelling unit with all finished living space located on one floor. Multistory Dwelling Unit means a dwelling unit with finished living space located on one floor and the floor or floors immediately above or below it.

Common Use Areas: Common Use Areas mean rooms, spaces or elements inside or outside of a building that are made available for the use of residents of a building or the guests thereof. These areas include hallways, lounges, lobbies, laundry rooms, refuse rooms, mail rooms, recreational areas and passageways among and between buildings. See Section 5, Requirement 2 of these guidelines.

Public Use Areas: Public Use Areas means interior or exterior rooms or spaces of a building that are made available to the general public. Public use may be provided at a building that is privately or publicly owned.

Entrance: Entrance means any exterior access point to a building or portion of a building used by residents for the purpose of entering. For purposes of these guidelines, an entrance does not include a door to a loading dock or a door used primarily as a service entrance, even if nondisabled residents occasionally use that door to enter.

Disability: The Americans with Disabilities Act (ADA) has a three-part definition of disability. Under ADA, an individual with a disability is a person who: (1) has a physical or mental impairment that substantially limits one or more major life activities; OR (2) has a record of such an impairment; OR (3) is regarded as having such an impairment. Disability has defined a physical impairment as a physiological condition, cosmetic disfigurement, or anatomical loss that affects one or more of the following body systems: neurological, musculoskeletal, special sense organs, respiratory, speech organs, cardiovascular, reproductive, digestive, Genito-urinary, hemic and lymphatic, skin, and endocrine. A mental impairment is a mental or psychological disorder such as mental retardation, organic brain syndrome, emotional or mental illness, and specific learning disabilities. The term physical or mental impairment includes, but is not limited to, such diseases and conditions as orthopedic, visual, speech and hearing impairments, cerebral palsy, autism, epilepsy, muscular dystrophy, multiple sclerosis, cancer, heart disease, diabetes, Human Immunodeficiency Virus infection, mental retardation, emotional illness, drug addiction (other than addiction caused by current, illegal use of a controlled substance) and alcoholism. The ADA does not list diseases or conditions that are considered disabilities; however, it does list those which are NOT included. Not covered under the ADA are homosexuality, bisexuality, transvestic, transsexualism, compulsive gambling, kleptomania, pyromania, pedophilia, exhibitionism, voyeurism, gender identity disorders not resulting from physical impairments, other sexual behavior disorders and psychoactive substance use disorders resulting from the current illegal use of drugs. The ADA does not cover individuals who are currently engaging in the illegal use of drugs. A short-term condition such as a broken limb generally is not a disability. The test is whether the impairment substantially limits one or more major life activities and is determined by examining the extent, duration and impact of the impairment. The ADA considers the following as major life activities: walking, seeing, speaking, hearing, breathing, learning, performing manual

tasks, caring for oneself, working, sitting, standing, lifting, reaching, thinking, concentrating, interacting with others, and sleeping.

Service Animal: Service animals are defined by the ADA as only dogs. Specifically, dogs that are individually trained to do work or perform tasks for people with disabilities. Examples of such work or tasks include guiding people who are blind, alerting people who are deaf, pulling a wheelchair, alerting and protecting a person who is having a seizure, reminding a person with mental illness to take prescribed medications, calming a person with Post Traumatic Stress Disorder (PTSD) during an anxiety attack, or performing other duties. Service animals are working animals, not pets. The work or task a dog has been trained to provide must be directly related to the person's disability. Dogs whose sole function is to provide comfort or emotional support do not qualify as service animals under the ADA. This definition does not affect or limit the broader definition of "assistance animal" under the Fair Housing Act or the broader definition of "service animal" under the Air Carrier Access Act. The provision of emotional support, well-being, comfort, or companionship does not constitute work or tasks for the purposes of this definition. Trained dogs are the only species of animal that may qualify as service animals under the ADA.

Assistance Animal: An assistance animal is not a pet. It is an animal that works, provides assistance, or performs tasks for the benefit of a person with a disability, or provides emotional support that alleviates one or more identified symptoms or effects of a person's disability. Assistance animals perform many disability-related functions, including but not limited to, guiding individuals who are blind or have low vision, alerting individuals who are deaf or hard of hearing to sounds, providing protection or rescue assistance, pulling a wheelchair, fetching items, alerting persons to impending seizures, or providing emotional support to persons with disabilities who have a disability-related need for such support. For purposes of reasonable accommodation requests, neither the FH Act nor Section 504 requires an assistance animal to be individually trained or certified. While dogs are the most common type of assistance animal, other animals may also be assistance animals.

GENERAL PET POLICY

Pet Ownership: Tenants may own common household pets, assistance animals or service animals subject to the following guidelines and conditions:

Application for Pet Ownership, Service or Assistance Animal Permit

Prior to housing any permitted animal on the premises, all residents must apply to MHA for a Pet Ownership Permit and register the animal with MHA, even when requesting a service or assistance animal, which shall be accompanied by the following:

REGISTRATION

1. The Resident must request and receive written formal approval prior to bringing the common household pet, (hereinafter referred to as "pet") on the premises.
2. Registration of the pet shall include a color photograph that is retained on file. The photograph will be utilized to confirm identity of the pet in case of emergency and to ensure that the same pet registered is the pet occupying the resident's dwelling unit.
3. Residents registering pets that are not fully-grown at the execution of the application will be required to report back to the office at the first-year anniversary of the agreement in order that the pet may be re-photographed for identification purposes.
4. At the time of registration and application, the resident must provide information sufficient to identify the pet and to demonstrate that it is a common household pet.
5. The name, address, and phone number of one or more responsible parties who will care for the pet if the pet owner dies, is incapacitated, or is otherwise unable to care for the pet must be provided at the time of registration. This will be updated annually.
6. The appropriate application must be completed and signed prior to the pet being allowed in the unit.
7. Pet Deposits or Pet Fees (if applicable) must be current in accordance with the pet provisions.
8. There is a limit on the number of pets and the resident is in compliance with all provisions.
9. No visiting pets are allowed on MHA property.

APPLICATION

1. A current license issued by the appropriate authority, if applicable; and
2. Evidence that the pet has been spayed or neutered, as applicable; and
3. Evidence that the pet has received current rabies and distemper inoculations or boosters, as applicable; and
4. Identification of an alternate custodian for pets in the event of illness or other absence from the dwelling unit and the signed consent of the alternate custodian. This is updated yearly.
5. Payment in full or with a payment plan of any deposit and fees associated with the pet for which you are making application. Any deposits made are in addition to the standard MHA dwelling security deposit.
6. For assistance animals for individuals who have disabilities that are not readily apparent, the documentation of need required by law and regulation.
7. Those residents in compliance with the Pet Policy in effect on the date this Pet Policy goes into effect shall be required to comply with all terms of this Pet Policy except the pet ownership fee, at their next annual lease renewal.
8. A declaration that the pet, service or assistance animal is housebroken.

PERMITTED PETS

Tenants may only apply for ONE (1) of the following pets and follow the corresponding guideline for each pet:

1. **CATS:** One (1) domesticated cat per Dwelling Unit. The cat must be licensed yearly if applicable and tenant must show proof of annual rabies and distemper booster inoculations required by state and local law. Tenant must provide waterproof and leak proof litter boxes for cat waste, which must be kept inside the dwelling unit. Cardboard boxes are not acceptable and will not be permitted. The tenant shall not permit refuse from litter boxes to accumulate or to become unsightly or unsanitary. Tenant is responsible for properly disposing of dog and cat waste in plastic bags which are to be placed in other plastic garbage container which shall be sealed or covered. For high-rise or mid-rise residents, the waste is not to be placed in any garbage chute. It should be taken to the dumpster room and placed in the dumpster. Cats are to reside inside the dwelling unit. No cat may be tied, restrained or otherwise housed outside. If the cat is taken outside for walks it must be leashed and restrained by a household member not younger than 10 years old.
2. **DOGS:** One (1) domesticated dog per dwelling unit **not to exceed thirty (30) pounds when it reaches full adult maturity and not to exceed 15 inches in height upon full adult maturity.** The dog must be licensed yearly and tenant must show proof of annual rabies and distemper booster inoculations required by state and local law. Vicious and/or intimidating dogs will not be allowed, including, but not limited to, such breeds as Dobermans, German Shepherds, Chows, Pit Bulls, and Rottweilers. The dog must reside inside the dwelling unit. No dog may be tied, restrained or otherwise housed outside. Dogs must be housebroken. When the dog is taken outside it must be on a leash and kept from other tenants' lawns. Dogs must remain restrained while outside and may only be outside the unit in the presence of a household member no younger than 10 years old. Dogs must wear collars with identification, license, and proof of rabies inoculation always. Dogs found on MHA property without collars will be transported to the Humane Society or local animal shelter. Tenants are responsible for picking up and cleaning waste from inside their dwelling unit, their lawn, any common use areas and/or public use area. Droppings must be disposed of by being placed in a sack and then placed in a refuse container outside the building. Failure to do so will result in a \$25.00 fee for each occurrence. If the MHA staff is required to clean any waste left by a pet, the tenant will be charged a \$25.00 fee for the removal of the waste.
3. **BIRDS:** Two (2) birds per dwelling unit. Birds must be confined to their cage at all times. Birds shall be limited to domesticated birds such as parrots, parakeets and canaries.
4. **FISH:** Fish tanks are permitted but restricted to one (1) aquarium no larger than ten (10) gallons. The tank must be placed in a safe location within the dwelling unit. There is no limit to the number of fish contained in the tank provided the fish can be maintained in a safe, sanitary and non-hazardous manner.
5. **RODENTS:** (Guinea pig, hamster, or gerbil ONLY; mice and rats are not allowed.) Maximum number of one (1) and must be enclosed in an acceptable cage with proper bedding to eliminate any and all offensive odors at all times.

The cages must be kept clean at all times. Must have any or all inoculations as specified now or in the future by State law or local ordinance.

PROHIBITED PETS

1. The following kinds of animals from being kept as pets on any of its properties: Pit bull, Rottweiler, German Shepherd, Chow, Doberman Pinscher or any species considered vicious, intimidating, or kept for the purpose of training for fighting or wagering of bets (i.e. roosters for “cockfighting”, etc.). MHA forbids the keeping of animals that have had their vocal cords cut, by a process commonly known as “debarking.”
2. Exotic pets or barnyard animals or animals of species commonly used on farms are prohibited. (Snakes and reptiles are considered exotic pets.) Animals of species commonly used on farms. Ferrets and rabbits are among those prohibited.
3. Animals who would be allowed to produce offspring for sale.
4. Wild animals, feral animals, and any other animals that are unamenable to routine human handling.
5. Non-human primates.
6. Animals whose climatologically needs cannot be met in the unaltered environment of the individual dwelling unit.
7. Pot-bellied pigs, or goats.
8. Snakes, lizards, spiders, chickens.
9. The following restrictions apply to pets, based on weight, size and inherent dangerousness, including prohibitions against the keeping of:
 - a. Any animals whose weight could exceed the policy maximum weight and size by adulthood.
 - b. Ferrets or other animals whose natural protective mechanisms pose a risk to small children of serious bites and lacerations.
 - c. Hedgehogs or other animals whose protective instincts and natural body armor produce a risk to children of serious puncture injuries.
 - d. Chicks or other animals that pose a significant risk of salmonella infection to those who handle them.
 - e. Pigeons, doves, mynah birds, psittacosis birds, and birds of other species that are hosts to the organisms causing psittacosis in humans.

RESPONSIBLE OWNERSHIP GUIDELINES

The following conditions must be followed by all residents who apply and are thereafter granted permission by the housing authority to own a pet/service or assistance animal:

1. Each pet must be maintained responsibly and in accordance with all applicable ordinances, state and local public health, animal control and animal anti-cruelty laws and regulations governing pet ownership.
2. All pets must be housed within the unit and no facilities can be constructed outside of the unit for any pet.
3. Costs incurred by MHA for extermination of fleas, ticks, and other animal related pests, will be deducted from the pet security deposit after either the pet is removed, or the resident vacates. Residents are encouraged to use flea controls to get rid of fleas and other animal-related pests on an “as needed” basis.
4. Residents shall not permit their pet to disturb, interfere, or diminish the peaceful enjoyment of other residents. The terms, “disturb, interfere or diminish” shall include but not be limited to barking, howling, chirping, biting, scratching and other annoying activities.
5. This includes any pets that make noise continuously and/or incessantly for a period or intermittently for one hour or more and therefore disturbs any person at any time of the day or night. MHA will terminate this authorization if a pet disturbs other residents. The resident will be given one week to make other arrangements for the care of the pet or the dwelling lease will be terminated.
6. Pets may not be bred or used for any commercial purposes on MHA property.
7. Residents shall take adequate precautions and measures necessary to eliminate pet odors within or around the unit and shall always maintain the unit in a sanitary condition.
8. If pets are left unattended for a period of twenty-four (24) hours, MHA may enter the dwelling unit without the resident’s written permission, remove the pet, transfer it to an alternate custodian or transfer it to the proper authorities, subject to the provision of state law and pertinent local ordinances. MHA accepts no responsibility for the health, well-being or return of the animal under such circumstances. Any expense to remove and reclaim the pet from any facility will be the responsibility of the resident.
9. No animal shall be permitted to be loose and if the pet is taken outside it must be taken outside on a chain leash no longer than five (5’) feet and kept off lawns designated to other residents. Retractable leashes are prohibited. Animals cannot be tied on MHA property- for example- tied to clothes pole, fixture or tree.
10. All authorized pet(s) must be under the control of an adult leaseholder. An unleashed pet, or one tied to a fixed object, is not under the control of an adult. MHA staff will contact the local Humane Society or Animal Control Officer in the event pets are found to be unleashed, or leashed and unattended, on MHA property. It shall be the responsibility of the resident to reclaim the pet and at the expense of the resident.
11. Residents shall not alter their unit, patio or unit area in order to create an enclosure for any pet.
12. The resident pet owner shall have pets restrained so that maintenance can be performed in the dwelling unit. The resident shall whenever an inspection or maintenance is scheduled, either be at home or shall have all animals restrained or caged. If a maintenance person enters an apartment where an animal is not restrained, maintenance shall not be performed, and the resident pet owner shall be charged a fee of \$25.00. If the situation again occurs, the pet ownership permission shall be revoked and you will have one week to remove the animal from the premises. The Housing Authority shall not be responsible if any animal escapes from the residence due to its maintenance, inspections, or other activities.
13. Residents are responsible for all damages caused by their pets, including the cost of cleaning or the replacement of carpets, tile, or any other floor coverings and/or fumigation of units.
14. Residents are prohibited from feeding or harboring stray animals. The feeding of any stray animal shall constitute having a pet without the written permission of the Authority.
15. Visitors are not allowed to bring pets onto Authority property and residents shall not engage in “pet sitting.”

16. No pets of any kind are permitted in offices, project community buildings, maintenance shops, any community areas or laundry facilities at any times. The following are the designated pet areas to relieve animals of body wastes:

Golden Towers	Helper Pavilion	Francine Court	Kermit/Gatts Court
West side of building from rear parking lot to entrance. Noted by signage as "PET AREA"	East side of building by entrance. This area is noted by signage as "PET AREA"	Area between laundry and maintenance shop. This area is noted by signage as "PET AREA"	Area on the rear south side of the laundry. This area is noted by signage as "PET AREA"

17. These rules may be amended from time to time, as necessary, by MHA and such amendments shall be binding on the residents after notice thereof.
18. Residents who violate these rules are subject to (1) being required to remove the animal from MHA property within 14 days of written notice by MHA: and/or (2) eviction.
19. MHA reserves the right to require residents to remove any pet from the premises whose conduct (noise, biting, breeding, etc.) or condition is duly determined to constitute a nuisance or a threat to the health or safety of the other occupants or pets of the development, neighbors, staff, or visitors. MHA reserves the right to remove such a pet in the event that the pet owner does not or cannot remove the pet.

The privilege of maintaining a pet may be revoked at any time if the animal should become destructive, create a nuisance, represent a threat to the safety, health and security of other residents, or create a problem in the area of cleanliness and sanitation.

A breach of any of the foregoing rules constitutes a serious breach of the resident's lease and can result in not only in the revocation of the privilege of keeping a pet, but may result in any of the sanctions set forth in the resident's lease for breach thereof, including forfeiture of further leasehold rights and termination of the lease and eviction.

EXCEPTIONS & SPECIALIZED PROVISIONS

SERVICE ANIMALS

According to HUD, FH Act and ADA regulations and in order to provide a reasonable accommodation, the Moundsville Housing Authority permits any dog that has been trained and certified as a service animal for individuals with a disability. A service animal will be permitted following the appropriate application. Due to the nature of these working dogs, there are no restrictions on breed, weight or size of the dog. Additionally, the MHA is not permitted charge a pet deposit or non-refundable fee associated with the application for the service animal. If there are damages found during routine inspections and/or during the MHA's move-out inspection of the dwelling unit, the tenant will be charged the cost to repair damage caused by the service animal.

All other, state and local laws as well as Responsible Pet Ownership Guidelines outlined above must be followed for any and all service animals on MHA property. Service animals are permitted in any entrances, common use areas or public use areas that an individual is permitted to occupy, including the MHA administrative offices.

ASSISTANCE ANIMALS

According to HUD and FH Act regulations and in order for the MHA to provide reasonable accommodations, assistance animals are permitted upon request and will be evaluated on a case-by-case basis after the application is made and appropriate documentation is provided by the tenant. Additionally, the MHA will not charge a pet deposit or non-refundable fee associated with the application for the assistance animal. If damage is found during routine inspections and/or during the MHA's move-out inspection of the dwelling unit, the tenant will be assessed repair charges.

According to HUD Policy, the request for an assistance animal may be denied if: (1) the specific assistance animal in question poses a direct threat to the health or safety of others that cannot be reduced or eliminated by another reasonable accommodation, or (2) the specific assistance animal in question would cause substantial physical damage to the property of others that cannot be reduced or eliminated by another reasonable accommodation.

It is important to note that while a service animal is permitted in any place an individual may occupy, an assistance animal does not automatically gain these benefits and therefore must be kept in the dwelling unit at all times. Exceptions may be made on a case-by-case basis.

All other state and local laws as well as Responsible Pet Ownership Guideline outlined above must be followed for any and all assistance animals on MHA property.

SCHEDULE OF FEES AND INITIAL PET DEPOSIT FEE

TYPE OF PET	PET OWNERSHIP FEE AND ANNUAL FEES	REFUNDABLE DEPOSIT	ELDERLY/DISABLED DEPOSIT SCHEDULE
Cat	\$50.00 \$25.00 annual fee	\$300.00	\$50 initial payment and \$25 per month until the fee and deposit amount are fully satisfied.
Dog	\$50.00 \$25.00 annual fee	\$300.00	\$50 initial payment and \$25 per month until the fee and deposit amount are fully satisfied.
Bird	\$50.00 No Annual Fee	None	\$50.00 initial payment of pet ownership fee. No deposit required. No Annual Fee
Rodents (Hamsters, Gerbils, Guinea Pig ONLY)	\$25.00 No Annual Fee	None	\$25.00 initial payment of pet ownership fee. No deposit required. No Annual Fee
Fish	None	None	None
\$25.00 charge each time tenant neglects to pick up and properly dispose of pet waste. \$25.00 fee if MHA is required to remove pet waste.			

Tenants are permitted to bring the pet into the dwelling unit after the application has been approved and the \$50 initial payment has been made. Tenant must maintain the payment of \$25 per month until the deposit of \$300.00 is fully satisfied. No pets shall be allowed in the unit prior to payment of fees and satisfaction of all terms of this Pet Policy, including MHA approval.

The annual license fees shall be paid at the time of reexamination each year and all proof of inoculations, licensing, current color photo, and alternate custodian shall be made available to the MHA at such time. The annual fee and non-refundable fees are not reimbursable. The pet deposit made shall be utilized to offset damages caused by the pet and/or tenant. Any balance remaining from the deposit will be refunded to the tenant. **THERE SHALL BE NO REFUND OF THE ANNUAL FEE AND THE PET OWNERSHIP FEE.**

All reasonable expenses incurred by MHA 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;
- Common areas of the project.

Pet Deposits are not a part of rent payable by the resident.

Any damage to the apartment, building, grounds, flooring, walls, trim, finishes, tiles, carpeting, or stains thereon, will be the full responsibility of the resident and the resident agrees to pay any costs involved in restoring the apartment to its original condition.

If MHA finds a residual odor problem left in the apartment, the resident agrees to pay for the cost of any and all materials or chemicals needed to repair to remove the odor. If odor removal fails, the resident agrees to pay for replacement of carpeting, padding, wallboard, baseboard, etc., as is deemed necessary. The resident also agrees to abide by management's decision as to what is necessary.

It shall be a serious violation of the lease for any resident to have a pet without proper approval and without having complied with the terms of this policy. Such violation shall be considered to be a serious violation of the lease and this Addendum and the Housing Authority will issue a termination notice.

It is understood and agreed that MHA is not responsible for any damages caused by the pet including but not limited to: bites and scratches to residents, neighbors, visitors, staff, MHA contractors, and others who are lawfully on the MHA's premises or other pets or service animals.

It shall be a serious violation of the lease for any tenant to have a pet without complying with all terms of this policy. Any such violation shall be considered a serious violation of the lease for which the MHA may issue a written notice of lease violation and/or notice of termination of lease.

PET POLICY RESIDENT ACKNOWLEDGMENT

Tenant Name: _____

Unit: _____

I have read the forgoing Pet/Service and Assistance Animal Policy in its entirety and hereby stated that I will comply with each requirement set forth. I understand that any breach of MHA rules, federal, state and local laws concerning pets will result in a lease violation, revocation of the right to maintain a pet on MHA property, removal of the pet, service animal or assistive animal and possible eviction.

- I agree to abide by the requirements outlined in this policy for pet ownership and to keep the pet in accordance with the policy.
- I agree and understand that I am liable for any damage or injury whatsoever caused by pet and shall pay MHA for any damages or injury caused by the pet.
- I realize that I should obtain liability insurance for pet ownership and that paying for the insurance is my responsibility.
- I agree to accept full responsibility and will indemnify and hold harmless MHA for any claims by or injuries to third parties or their property caused by my pet should I obtain an allowable animal.
- I agree to pay a non-refundable fee should I obtain an allowable animal and that that this fee is due and payable prior to the execution of this policy.
- I agree to pay a refundable pet deposit should I obtain an allowable animal.
- I agree and understand that violating this lease policy may result in the removal of the pet from the property of the MHA and/or eviction.
- I, also understand that I may not be allowed to own any type of pet in the future while being an occupant of the MHA.
- I also understand that I must obtain prior approval from MHA before making a change of a pet for which this policy was approved. Also, a picture may be taken by MHA staff of the pet for documentation. The picture will be maintained in the resident's file.

Resident's Signature

Date

MHA Representative

Date