

SEMMCHRA Animal Policies

I. PET POLICIES

- A. **Approval of Pets** – All animals must be registered with the HRA. The registration must be done before the animal is brought onto the HRA's premises. Prior to accepting a pet for residency in this community owner must agree to follow all provisions of this policy. In addition, the pet owner must provide to the owner and/or his/her agent, proof of the pet's good health and suitability under the standards set forth under "basic guidelines" in the criteria. Registration must include:
1. Certificate signed by licensed veterinarian or a State or Local authority empowered to inoculate animals within the previous 90 days stating that animal has received all inoculations required by applicable state and local laws and the HRA. If the animal is a dog, the certificate should state the assumed size of the dog once full grown.
 2. Veterinary documentation of spay/neuter for all cats and dogs
 3. Animal owner must provide a name and contact information of a third party who would be able to take the animal in case of emergencies.
- B. **Refusal to Register Pets**– The HRA will refuse to register a pet if:
1. The pet is not a common household pet as defined below
 2. Keeping the pet would violate any pet restrictions listed in this policy
 3. The pet owner fails to provide complete pet registration information
 4. The HRA 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.
- C. **Pet Agreement**
1. Residents who have been approved to have a pet must sign an affidavit certifying they have read and understand the animal policies, and agrees to comply with them, or the approval of the pet will be withdrawn.
 2. The resident further certifies by signing the affidavit that he or she understand that noncompliance with the HRA's animal policy and applicable house rules may result in the withdrawal of HRA approval of the pet or termination of tenancy.
- D. **Basic Guidelines** –The following types of common household pets will be permitted under the following criteria.
1. Dogs (small)
 - a. Maximum number: One (1)
 - b. Maximum adult weight: 25 pounds
 - c. Must be house broken
 - d. Each female dog over six (6) months of age shall be spayed and each male dog over eight (8) months of age shall be neutered.

- e. Must have all required vaccinations
 - f. Must be licensed
 - g. Must wear identification collar. **Or**
2. Cats
- a. Maximum number: one (1)
 - b. Must be de-clawed
 - c. Each female cat over six (6) months of age shall be spayed and each male cat over eight (8) months of age shall be neutered.
 - d. Must have all required vaccinations
 - e. Must be trained to a litter box, with litter box changed frequently.
 - f. Must wear an identification collar.
3. Birds - Must be reported but no fees or deposit required.
- a. Maximum number: two (2)
 - b. Must be maintained in cage at all times.
 - c. calls will not disturb occupants of adjacent dwelling units.
4. Fish - Must be reported but no fees or deposit required.
- a. Maximum aquarium size: twenty (20) gallons
 - b. Must be maintained on approved stand.
5. Rodents
- a. Limit of 1 caged rodent of only the following types: gerbils, hamsters, guinea pigs, hedge hogs.
6. Reptiles
- a. Limit of one reptile. Turtles under 7 inches in length full grown; lizards under 10 inches fully grown; No snakes or poisonous reptiles of any kind.

E. Pet Fees and Deposits

1. A non-refundable pet fee of \$100 shall be required for each pet in compliance with federal guidelines. A refundable pet deposit of \$200 shall be required for each pet to cover additional costs attributable to the pet. The pet deposit will be returned when the tenant vacates the unit, and management has determined that the deposit is not needed to pay for damages or charges caused by the pet.
2. A new resident who owns a pet must pay the pet fees and deposit at the time of the lease signing. A resident living in public housing that would like to acquire a pet must pay fees and deposit before bringing the pet to the unit.
3. Resident's liability for damages caused by his/her pet is not limited to the amount of the pet deposit and the resident will be required to reimburse the SEMMCHRA for real cost of any and all damages caused by his/her pet where they exceed the amount of the pet deposit.
4. Any infestation of a unit shall be the responsibility of the pet owner. Infestation of adjacent units or common areas attributable to a specific pet shall be liable for the cost of correcting the infestation.

F. **Pet Rules**

1. Residents must be in good standing with SEMMCHRA before issuance of a pet permit. Good standing is defined as a resident who complies with the terms of the lease agreement. A resident not in good standing is one with a history of lease violations including, but not limited to, housekeeping, late or delinquent rent payments, or noise complaints.
2. All pets shall be maintained within the resident pet owner's unit. When outside, the pet shall be kept on a leash and under the control of the resident at all times. Under no circumstances shall any pet be permitted to roam free or be left tied up outside un-attended.
3. All animal waste or litter from cat litter boxes shall be picked up immediately by the pet owner and disposed of in sealed trash bags and placed in trash bins. Cat litter and pet cages shall be changed at least every two (2) days. No pet waste shall be placed in the sinks or toilets. Charges for unclogging toilets/drains or clean-up of common areas required because of attributable pet nuisance, shall be billed to and paid by the resident pet owner.
4. Pets are not allowed on the lawns at any time. Seeing eye dogs, guide dogs, signal and service dogs are exempt from this regulation.
5. Pet owners shall keep their pets under control at all times. Pet owners shall assume sole responsibility for liability arising from injury sustained by any person attributable to their pet and agree to hold the owner and management harmless in such proceedings.
6. Resident pet owners agree to control the noise of his/her pet such that it does not constitute a nuisance to other residents. Failure to control pet noise may result in the removal of pet from the premises.
7. No pet shall be left unattended in any unit for longer than twelve (12) hours.
8. All resident pet owners shall provide adequate care, nutrition, exercise and medical attention for his/her pet. Pets which appear to be poorly cared for or which are left unattended for longer than twelve (12) hours will be reported to the appropriate authority and will be removed from the premises at the pet owner's expense.
9. Resident pet owners acknowledge that other residents may have chemical sensitivities or allergies to pets or are easily frightened by such animals. The resident, therefore, agrees to exercise common sense and common courtesy with respect to such other resident's right to peaceful and quiet enjoyment of the premises.
10. No disturbances by pets shall be allowed which interferes with the quiet enjoyment of other residents, visitors, Housing Authority staff or agents of the Housing Authority. Such disturbances include, but are not limited to: barking, howling, growling, chirping, biting, chewing, scratching, meowing, or other such activity that threatens or disturbs others.
11. Cancellation of the pet permit will result if the pet becomes a documented nuisance or health threat. The resident will be given no more than two written notices of the nature of the violation, with the opportunity to correct the

situation. Upon third notification of violation, the resident will be required to remove the pet promptly or be evicted. In an emergency situation, such as an attack of a person or other domestic animal, cancellation of the pet permit will result without issuance of warning.

12. Resident must identify an alternate custodian for their pet(s), in the event the resident becomes incapable of caring for the pet. If any pet is left unattended, and it is determined by the Housing Authority that the pet(s) is in distress or is suffering from lack of care, the Housing Authority will enter the unit to remove the pet, or cause the pet to be removed, and deliver the pet to the proper authority. The Housing Authority is not responsible for the pet under such circumstances, and any/all cost associated with the removal or return of the pet is the resident's responsibility.
13. The resident shall not alter the dwelling unit or any other area on the premises in any manner to accommodate the pet.
14. The Housing Authority is not responsible for a pet in the event of the pet escaping from the dwelling unit while Housing Authority staff; representatives or agents are conducting their job duties. Housing Authority staff, at their discretion, may refuse to enter a unit if a pet is not leashed, kenneled, or is otherwise left unattended in the unit.
15. The resident agrees to have their pet kenneled when staff needs to enter the unit for inspections or repairs.
16. The resident understands that all fees, deposits, required documentation, and Pet Permission Lease Addendum must be signed and in place before the pet is allowed on the premises.

G. **Notification Policy** - Creation of a Nuisance

1. The owner of any pet which creates a nuisance upon the grounds, or by excessive noise, odor or unruly behavior, shall be notified in writing of the violation by management and shall be extended no more than a twenty-four (24) hour compliance period.
2. Management shall provide written notification to the pet owner of dangerous behavior and the pet owner shall have not more than twenty-four (24) hours to correct the animal's behavior or remove the pet from the premises.
3. Consistent with local and state ordinances, management shall take appropriate steps to remove a pet from the premises in the event that the pet owner fails to correct the dangerous behavior of his/her pet with the compliance period.
4. Any pet which causes physical harm to any resident, guest, staff member or other authorized person present upon the grounds, shall have pet permit immediately revoked.
5. Cancellation of the pet permit will result if the pet becomes a documented nuisance or health threat. The resident will be given no more than two written notices of the nature of the violation, with the opportunity to correct the situation. Upon third

notification of violation, the resident will be required to remove the pet promptly or be evicted.

II. ASSISTANCE AND SERVICE ANIMAL POLICIES

“Assistance Animals”, also known as “service animals”, “support animals”, and “therapy animals”, are animals that afford a person with a disability an equal opportunity to use and enjoy housing. Assistance animals perform tasks or otherwise aid persons with disabilities. Assistance animals are not considered pets under the law. Someone with a disability MAY be entitled to keep an assistance animal as a reasonable accommodation in buildings that otherwise impose restrictions or prohibits on pets. The HRA may not reject an assistance animal because it is of a particular species unless that species is inherently dangerous or is prohibited by state or local health or safety codes. Also, we may not reject an animal solely because of its breed, or because it has not been specially trained, unless the service it provides to its owner requires such training.

A. Exclusion from the Basic Guidelines and Pet Fees and Deposits

1. For an animal to be excluded from the Basic Guidelines and Pet Fees and Deposits and be considered a service animal, it must be a trained dog, and there must be a person with disabilities in the household who requires the dog’s services.
2. For an animal to be excluded from the Basic Guidelines and Pet Fees and Deposits and be considered an assistance animal, there must be a person with disabilities in the household, and the family must request and the HRA approve a reasonable accommodation.
3. Assistance and service animals are NOT EXCLUDED from the Pet Rules or the Notification Policy – Creation of a Nuisance

B. Denial of Assistance Animals

1. A person with a disability is not automatically entitled to have an assistance animal. Reasonable accommodation requires that there is a relationship between the person’s disability and his or her need for the animal. A request may be denied if the requested animal does not perform the assistance or provide the benefit needed by the person with the disability.
2. The HRA may also deny a request for a service animal if:
 - a. The animal is out of control and the handler does not take effective action to control it
 - b. The animal is not housebroken
 - c. The animal poses a direct threat to health or safety of others

- d. The animal impedes on the other resident's right to peaceful and quiet enjoyment of the premises

C. Owner Responsibilities:

1. Residents must care for service animals and assistance animals in a manner that complies with state and local laws, including anti-cruelty laws.
2. Residents must ensure that service animals and 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.
3. The owner of a service animal shall also have the responsibility to maintain the premises used by the animal and clean up after the animal.
4. A dog used as a service animal must be under the owner's control at all times and it must be kept on a leash or harness when it is outdoors.
5. The owner shall also be liable for all damages done to the premises by such a service animal.

- III. **Contact Information - All animal owners must provide to the management a verifiable statement to include the name, address and telephone number of a person who will care for the animal in case of an emergency.**

Name: _____

Address: _____

_____,

Phone: _____

AFFIDAVIT

I have read and understand the pet policy of the Southeastern Minnesota Multi-County Housing and Redevelopment Authority and agree to comply fully with its provisions. I understand that failure to comply may constitute reason for removal of my pet(s). If the removal of the pet(s) from the premises is required by management, I agree to allow such removal and understand that my failure to so agree shall constitute grounds for eviction.

Resident Signature:_____.

Resident Signature:_____.

Date:_____.

The above-named resident has read and signed these rules in my presence:

Signature:_____.

Title:_____.

Date:_____.

Veterinarian's Health Report

This pet, belonging to, _____ has been

examined by me and I find the animal to be healthy and stable with the following exceptions:

Breed: _____

Weight: _____

Color: _____

Age: _____

I certify that this pet has been spayed/neutered.

I certify that this pet has received and is up to date on all of the required vaccinations.

Name of Agency:

Printed Name and Title of person completing this form

Phone Number

Signature

Date

Addition to Lease

Pet Permission

This agreement entered in to this _____ day of _____, 20__ by
and between the Southeastern Minnesota Multi-County Housing and Redevelopment
Authority, owner and _____ resident
amends and supersedes article 9 of the lease agreement. In consideration of their mutual
promises, the resident agrees to abide by all terms outlines in the pet polices that have
been signed by the resident and attached to this lease addendum.

The resident desires and has received permission from the owner to keep the pet named
_____ and described as _____.

In the event of default by resident of any of the terms of this agreement, resident agrees
upon proper written notice of default from owner, to cure the default, remove the pet, or
vacate the premises.

Resident Signature: _____ Date: _____.

Resident Signature: _____ Date: _____.

Management Approval: _____.