

## Chapter 18

### 18.0 PET POLICY

#### 18.1 EXCLUSIONS

This policy does not apply to animals that are used to assist persons with disabilities. Support or Assistance Animals (as defined in 24 CFR 5.303) 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. **Pet Policies do not apply to Support Animals. However, support animals are still required to be kept current on vaccinations and owners are required to abide by local leash laws in accordance with local ordinances and to properly dispose of animal waste.** Please also refer to Section 13 of the Pet Policy Addendum.

For the purpose of this policy, IHFA defines a Support Animal as an assistance, support, service, therapy, or companion animal that assists persons with a qualifying disability. Support animals (as defined in 24 CFR 5.303) 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. Residents with disabilities may have a support animal by completing a written request for a Reasonable Accommodation. A written request for a support animal requires third party verification from a medical professional, counselor, or other professional with knowledge of the disabling condition. The medical or other knowledgeable professional need only certify that the resident has a disability as defined by the Americans with Disabilities Act of 1990, regardless of the resident's disability status with IHFA for housing eligibility.

#### 18.2 PETS IN PUBLIC HOUSING

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

#### 18.3 APPROVAL

Tenants must have the prior written approval of IHFA before moving a pet into their unit. Tenants must request approval on the Authorization for Pet Ownership Form that must be fully completed before IHFA will approve the request. Tenants must provide IHFA with a picture of the pet so it can be identified if it is running loose. The Authorization for Pet Ownership Form is located at Attachment F. In addition, the tenant must pay the required Pet Deposit (see #18.6 below). A request for a support animal requires third party verification from a medical or other knowledgeable expert or professional.

## **18.4 TYPES AND NUMBER OF PETS**

IHFA will allow only common household pets. This means only domesticated animals such as a dog, cat, bird, hamster, gerbil, guinea pig, rabbit, fish in aquariums or a turtle will be allowed in units. Common household pets do not include reptiles (except turtles). 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 sprayed or neutered before being approved to move-in or when puppies reach the age of six months old. A licensed veterinarian must verify this fact.

Only one pet per unit will be allowed and dogs and cats are required to be kept current on rabies vaccinations and owners must keep the dog/cat license current in accordance with local ordinances.

*(IHFA may allow two small birds or other very small animals, not to exceed six inches in height or six inches in length, such as canaries, finches, parakeets, gerbils and hamsters. IHFA retains the right to determine this exception on a case-by-case basis and residents must obtain prior written approval.)*

Any animal deemed to be potentially harmful to the health or safety of others, including attack or fight trained animals, will not be allowed. This would include any animals that are known to carry diseases that are transferable to humans or other animals.

At Shoshone Apartments: No animal may exceed 14 inches at the shoulders and not weigh over 25 pounds at its full adult size.

At Idaho Falls Scattered Sites: No animal may exceed 25 inches tall (to the shoulders/back) and may not weigh over 70 pounds at its full adult size.

## **18.5 INNOCULATIONS**

In order to be registered, pets must be appropriately inoculated against rabies and any other vaccinations in accordance with state and/or local ordinances (i.e. distemper or other conditions). 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 IHFA to attest to the inoculations. Since the cities of Idaho Falls and Kellogg require current rabies vaccinations in order to obtain a dog/cat license, proof of current pet license will be sufficient to validate current vaccinations. Rabies vaccinations are required every three (3) years.

## **18.6 PET DEPOSIT**

A pet deposit of \$200.00 is required at the time of registering a pet. The deposit is refundable when the pet or the family vacates the unit, less any amounts owed due to damage beyond normal wear and tear. The pet deposit may be paid in full or made in payments by setting up a payment arrangement with IHFA. A pet deposit is required for all dogs and cats; deposits for other allowable animals will be decided on a case-by-case basis by branch LRP staff and the Boise LRP staff.

## **18.7 FINANCIAL OBLIGATION OF TENANTS**

Any tenant who owns or keeps an animal in their dwelling unit will be required to pay for any damages caused by the animal. Also, any animal-related insect infestation in the animal owner's unit will be the financial responsibility of the animal owner and IHFA reserves the right to exterminate and charge the tenant.

## **18.8 NUISANCE OR THREAT TO HEALTH AND 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 IHFA staff 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 on a regular basis for a period of at least 15 minutes or intermittently for one half hour or more to the disturbance of any person at any time day or night shall be considered a nuisance.

## **18.9 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 IHFA designates a pet area for a particular site. Pet owners **must** immediately clean up after their pets as set forth in the House Rules and are responsible for properly disposing of pet waste.

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

To accommodate tenants 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 developments. This shall be implemented based on demand for this service.

## **18.10 MISCELLANEOUS RULES**

Pets may not be left unattended in a dwelling unit for over twenty-four (24) hours. If the pet is left unattended and no arrangement have been made for its care, IHFA 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 tenant.

Pet bedding shall not be washed in any common laundry facilities. Tenants must take appropriate actions to protect their pets from fleas and ticks.

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

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

Tenants 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. Litter boxes should be cleaned at least once each week.

A pet owner shall physically control or confine his/her pet during the times when IHFA employees, agents of IHFA or others must enter the pet owner's unit 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 IHFA's property within 24 hours of written notice from IHFA. The pet owner may also be subject to termination of his/her dwelling lease.

A pet owner who violates any other condition of this policy may be required to remove his/her pet from the development within 10 days from a written notice received from IHFA. The pet owner may also be subject to termination of his/her dwelling lease.

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

### **18.11 VISITING PETS**

Visiting pets are not allowed **without prior written approval of IHFA staff**. The only exception is for support animals. Pet-sitting is not allowed.

### **18.12 REMOVAL OF PETS**

IHFA, or an appropriate community authority, shall require the removal of any pet or support animal from a project if the animal's conduct or condition is determined to be a nuisance or threat to the health or safety of other occupants of the project or of other persons in the community where the project is located.

In the event of illness or death of pet or support animal owner, or in the case of an emergency which would prevent the owner from properly caring for the pet/support animal, IHFA has permission to call the emergency caregiver designated by the tenant or the local animal enforcement agency to take the pet/support animal and care for it until family or friends can claim the animal and assume responsibility for it. Any expenses incurred will be the responsibility of the pet/support animal owner.