

Pet Policy

Knox County Housing Authority
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Article I. Purpose/Scope of the Policy

Section 1.01 Under Section 31 of Title I of the United States Housing Act of 1937, residents of federally-assisted public housing may own and keep common household pets in accordance with applicable regulations. The following Pet Policy sets forth requirements related to residents who wish to keep common household pets such as dogs and cats in their KCHA public housing units. All residents who desire to keep a pet or assistance animal must obtain prior approval by the KCHA before the pet/animal enters the unit.

Section 1.02 At private communities where the KCHA owns and operates units, this pet policy or a modified version specific to that community will be applied.

Section 1.03 It is the resident's responsibility to read and comply with this policy.

Section 1.04 Failure to comply with any of the listed provisions shall constitute a violation of this policy, and may result adverse lease action in accordance with Article VII. of this policy.

Article II. Ownership of Pets

Section 2.01 Common household pets are defined as domesticated animals, such as a dog, cat, bird, rodent, rabbit, fish, or turtle, which are traditionally kept in the home for pleasure and not for commercial purposes.

Section 2.02 Pet ownership by KCHA residents is subject to reasonable requirements and limitations as described in this policy.

Section 2.03 KCHA approval is required for pet or assistance animal ownership on KCHA property. All residents who desire to keep a pet or assistance animal must obtain prior approval by the KCHA before the pet/animal enters the unit.

Section 2.04 Ownership of pets is restricted in the following ways:

- (a) By type or breed of animal;
- (b) By the number and combination of pets sought; and
- (c) By size, weight, or other factors particular to the type of pet (e.g. fish or birds).

Section 2.05 Dog/Cat/Rabbit Ownership: The following provisions apply to the ownership of dogs, cats, and rabbits:

- (a) One cat, dog, or rabbit may be kept in any one unit. Cats, dogs, and rabbits are limited to 25 pounds and 24 inches in height from the floor to the top of their head (at adult weight and height).
- (a) Breeds of canines (full or partial) used for attack or defense purposes including, but not limited to, Rottweilers, Pit Bull Terriers, Chows, and Doberman Pinschers, are not eligible for ownership on KCHA property and will not be allowed as pets.
- (b) Overly aggressive cats, with a known or suspected propensity, tendency, or disposition to unprovoked attacks, will also be excluded.

Section 2.06 Birds: The number of birds in a unit shall not exceed two (2). Certain types of birds, including but not limited to hawks, eagles, condors, and pigeons, are not allowed under any circumstances.

Section 2.07 Fish/Turtles/Lizards: A reasonable amount of fish or other animals (such as turtles or small lizards) appropriately kept in an aquarium will be permitted. Aquariums shall not exceed the following weight limits:

- (a) 55 gallons for high-rise apartments, and lower-levels at the scattered Family Sites; and
- (b) 30 gallons for upper-levels at the scattered Family Sites.

Section 2.08 Hamster, Guinea Pig or Gerbil Ownership: A maximum combination of two hamsters, guinea pigs, or gerbils may be kept.

Section 2.09 Animals Not Permitted: Any poisonous or life-threatening reptiles and exotic or dangerous animals (e.g., snakes, spiders, iguanas, pigs, wild animals such as wolves and big cats, etc.) are not considered common household pets. These types of animals will not be allowed on KCHA property under any circumstances.

Article III. Requests to Add Pets

Section 3.01 Residents must register their pets with property management and receive approval before the pet animal is brought onto the premises. Failure to do so is a material violation of the lease.

Section 3.02 Residents will not be allowed to apply for pet approval retroactively. Therefore, the animal cannot be on the premises until the property manager gives approval.

Section 3.03 Pets added to the unit without receiving prior written approval will be subject to immediate removal from the unit and the lease enforced in accordance with Section VII. of this policy.

Section 3.04 KCHA management will review each request for pets or companion animals. For new residents, a determination will be made at the time of leasing. For existing residents, the following protocol shall be adhered to:

- (a) Approval of the pet: A letter of approval will be sent directly to the resident within 15 days of the request, and a copy of said letter shall be placed in the tenant file.
- (b) Denial of requested pet: The request to add a pet may be denied if in violation of the provisions of this policy. A letter listing the specific reasons for denial will be sent directly to the resident within 15 days of the request, and a copy of said letter shall be placed in the tenant file.

Section 3.05 Pet Deposits and Fees: If the property management approves the pet to be added to the unit, the resident can bring the pet on the premises and must pay a refundable pet deposit.

- (a) The deposit must be paid at the time the lease is signed or pet approval is granted.
- (b) The pet deposit shall be kept together with the resident's security deposit in the same interest bearing account.
- (c) Pet deposits will be refunded to the resident within 30 calendar days after the resident has moved from the property or the resident no longer has ownership of the pet. Property management will have the right to use the pet deposit to pay reasonable expenses attributable to damage caused by the pet. Such expenses can include, but are not limited to, fumigation of the unit and cost of repairs and replacement to the unit. Property management will notify the resident in writing of any deductions taken from the pet deposit within 30 calendar days
- (d) Deposits must be made according to the following schedule:
 - (i) Cats/Dogs/Rabbits: A resident shall pay a refundable pet deposit of \$150.00 for a cat, dog or rabbit.
 - (ii) Birds/Fish/Gerbils/Hamsters/Guinea Pigs/Turtles: A resident shall pay a refundable pet deposit of \$75.00 for an aquarium up to 55 gallons of fish or turtles and/or \$75.00 pet deposit for one or a pair of birds, gerbils, hamsters, or guinea pigs.
- (e) In addition to the pet deposit, each tenant owning a dog or cat will be charged a non-refundable fee of \$10.00 per month (per household). This non-refundable pet fee will cover reasonable operating costs expended by the KCHA associated to the maintenance of the housing project's common use areas relating to the presence of pets. The pet fee will be included as a separate item on tenant's monthly housing rental bill. This pet fee shall not apply to residents of projects for the elderly and persons with disabilities.

Article IV. General Provisions

Section 4.01 The owner must provide complete and accurate registration and certification information on all pets, including:

- (a) Basic information about the animal (type, age, description, name, etc.);
- (b) Provide a picture of the animal for identification purposes;
- (c) All dogs and cats shall be inoculated, and licensed; owners shall provide veterinarian written verification of inoculations against rabies and certification of spay/neuter.
- (d) Proof that inoculations and license of the animal shall be verified annually;

- (e) All dogs and cats shall be spayed or neutered and owners shall provide a veterinarian certification of the spay/neuter, or a letter from a veterinarian giving medical reasons why such a procedure would be detrimental to the animal's health; and
- (f) The animal owner's signature on a copy of the KCHA Pet Policy – Lease Addendum.

Section 4.02 Service/assistance animals are covered under provisions set forth in the KCHA Service/Assistance Animal Policy. A qualified applicant or resident with a disability may request a reasonable accommodation to this policy at any time.

Section 4.03 All dogs and cats over six months of age must be spayed/neutered unless a letter is received from a licensed veterinarian giving a medical reason why such is detrimental to the health of the pet or assistance animal.

Section 4.04 An owner must be capable of taking care of the pet or animal without assistance or with assistance from a source other than the KCHA.

Section 4.05 Each resident shall be responsible for the proper care of the animal, including, but not limited to, good nutrition, grooming, routine veterinary care, flea control, routine inoculations, and compliance with all City, County, State and Federal statutes, ordinances, rules and regulations and anti-cruelty laws and regulations.

Section 4.06 At the time of the regularly scheduled re-examination, the resident must update the information on file for the pet, including all items listed within Section 4.01 of this policy.

Section 4.07 Pets are not permitted in common areas (e.g., community rooms, social rooms, laundry rooms, maintenance space, playgrounds, TV lounges, etc.). Lobby areas are available to pets for ingress and egress only.

Section 4.08 The resident shall keep the unit and surrounding areas free of animal odors, insect infestation, waste and litter related to their assistance animal and maintain the unit in a sanitary condition at all times.

Section 4.09 Clean up: Each resident shall be responsible for clean up after their animal anywhere on Housing Authority property. This shall include:

- (a) Every owner will be responsible for proper disposal of fecal waste of their pet or assistance animal in a manner that will not damage or deface the unit or premises.
 - (i) The excrement of any animal curbed on KCHA property must be removed and disposed of immediately.

- (ii) Failure of the owner to remove and dispose of waste may result in fines according to the following schedule:
 - 1) First Offense: Lease violation letter sent to resident.
 - 2) Second Offense: \$10.00 fine, and second lease violation letter sent to resident.
 - 3) Third Offense: \$25.00 fine, and FINAL NOTICE lease violation letter sent to resident.
 - 4) Fourth Offense: PERMANENT REMOVAL OF THE ANIMAL FROM RESIDENT'S UNIT.
 - (iii) Continued violation of this ordinance by the resident will be cause for lease termination.
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- (b) Residents owning a cat shall maintain a waterproof litter box for cat waste. Litter boxes shall not be allowed to become unsightly or unsanitary. Cat owners are required to remove waste from the litter box on a regular basis and provide fresh litter once each week, at a minimum.
 - (c) All animal waste, including litter shall be double bagged and disposed of in the proper receptacle for pickup.
 - (d) No animal waste shall be put down a trash chute, or disposed of in the toilet.
 - (e) Any resident who cannot clean up waste must arrange to have the animal waste removed immediately, properly, and completely.

Section 4.10 Pets shall be kept under the owners control at all times. No animal shall be allowed loose in the common areas of the building or grounds. When outside the unit, animals must be accompanied by their owner and restrained with a leash properly. Pets cannot be tied to trees, bushes, or other fixed objects nor may they be staked in the resident's yard. No "dog runs" are permitted. Maximum distance of the leash shall not exceed six (6) feet while inside buildings and 25 feet while outside buildings. Animals other than dogs and cats shall be in a suitable portable cage when outside the unit.

Section 4.11 Each resident shall maintain their animal in such a manner as to prevent any damage to their unit, common areas and grounds of the community in which they live.

Section 4.12 Pets shall be quartered in the resident's unit. Residents shall not alter their unit, patio, or unit area to create an enclosure for a pet.

Section 4.13 No dog/cat houses will be allowed on the premises.

Section 4.14 No animals shall be groomed in the public areas of the community, to include common area patios, gardens, etc.

Section 4.15 No animal shall be abandoned when the resident vacates.

Section 4.16 Dishes or containers for food and water must be located within the owner's unit. Owners may not deposit food or table scraps for pets or animals on their porches, yards, or balconies.

Section 4.17 Residents may not feed or provide water for stray/wild animals.

Section 4.18 Owners will be responsible for any damage caused by or claims related to their pet. The resident shall pay promptly, upon receipt of a bill, for all materials and/or labor for repair of any damage caused by his/her pet, including the cost of extermination for fleas or other pet-borne pests. The KCHA will assume no responsibility for any actions of tenant's pet resulting in third party damages and/or claims.

Section 4.19 Visitors (non-residents) on KCHA property are not allowed to bring animals onto the premises, except for assistance animals. The head of household being visited is liable for any and all damages caused by his/her visitor's assistance animal.

Section 4.20 Residents are prohibited from bringing guest or visiting animals onto KCHA property.

Section 4.21 Cruelty to animals is a violation of state and local law and is a violation of this provision. Beating, neglecting, or otherwise harming an animal may be grounds for termination of your lease.

Section 4.22 ALL pet owners must have on file with the Housing Authority the name of a responsible individual who is willing to care for their animal in the event that the owner must be absent from their unit due to ill health or other unexpected absence.

Section 4.23 In the event a resident cannot care for his/her assistance animal due to an illness, absence, or death, and no other person can be found to care for the animal, and after 24 hours has elapsed, the KCHA shall release said animal to the Animal Control Division of the Knox County, IL Sheriff's Department, in accordance with their procedures. In no case shall KCHA incur any costs or liability for the care of an assistance animal placed in the care of another individual or agency under this provision.

Article V. Animal Behavior

Section 5.01 Each resident shall maintain their animal in such a manner as to prevent the animal from being a nuisance or a threat to the health or safety of KCHA employees, the public or other residents in the community by reason of noise, unpleasant odors or other objectionable situations. Animals shall not be allowed to annoy other residents by prolonged or constant noise that can be heard outside the unit, at any time of the day or night.

Section 5.02 Creation of a Nuisance: Owners are required to ensure their service/assistance animal does not create a nuisance within, on, or around the premises.

- (a) Nuisances include, but are not limited to, the following:
 - (i) Excessive noise
 - (ii) Excessive odor
 - (iii) Running at-large
 - (iv) Unruly or uncontrollable behavior
- (b) Tenants shall not allow any animal to destroy, damage, or otherwise disturb any shrubbery, plants, flowers, grass, lawn, fencing, or any other property of the KCHA, its agents, or other residents.
- (c) It is the responsibility of the owner to correct the violation. Tenant shall have three (3) calendar days to correct the animal's behavior.

Section 5.03 Dangerous Behavior: The Knox County Housing Authority shall determine what behaviors are considered dangerous, in its sole and absolute discretion.

- (a) Any pet which attacks any tenant, guest, KCHA staff member, agent of the KCHA, or other person is subject to immediate removal from the premises by the KCHA or its agents without prior notice to the tenant. "Attack" is defined as:
 - (i) Violent or aggressive physical contact with a person or animal, or
 - (ii) Violent or aggressive behavior that confines the movement of a person including, but not limited to, chasing, cornering, or encircling a person or other animal.
- (b) If a pet bites or attacks a resident, KCHA employee, anyone visiting on the premises, or any animal on the premises, the owner must surrender the animal to an animal control center within 24 hours.
- (c) KCHA shall provide written notification to the tenant of the dangerous behavior of the animal, and any subsequent action taken by the agency.

Section 5.04 If a pet should become dangerous, or is found to be running at-large, the KCHA will notify the Animal Control Division of the Knox County, IL Sheriff's Department and seek removal of said animal in accordance with their procedures. In no case shall KCHA incur any costs or liability for the care of an assistance animal placed in the care of another individual or agency under this provision.

Section 5.05 Destruction of property belonging to the KCHA or others caused by an owner's animal will be the financial obligation of the owner.

Article VI. Inspections

Section 6.01 Inspection of the unit: KCHA shall enter the tenant's unit for the purpose of inspection in the following circumstances:

- (a) A written complaint concerning the pet is received by the KCHA;
- (b) KCHA staff feel the behavior/condition of the pet warrants it; and
- (c) To determine compliance with this policy.

Section 6.02 Inspections will be made under the following protocol:

- (a) 48-hour notice shall be given to each resident prior to the initiation of an inspection;
- (b) In emergency situations, entry shall be made immediately, with notice/cause provided to the resident for such entry;
- (c) Inspections shall generally be made during reasonable hours; and

Section 6.03 Tenants must be available to physically control pets during times when KCHA staff, agents of the KCHA, or others must enter the unit to conduct inspections.

Article VII. Violations of this Policy

Section 7.01 This Pet Policy, when fully executed shall become an addendum to the Public Housing Dwelling Lease; therefore, violations of this policy shall be considered violations of the lease and subject to the same enforcement procedures as set forth in the lease.

Section 7.02 Violation of the KCHA Pet Policy three times within a 12 month period will be considered a material violation of the lease and appropriate adverse action, up to and including termination of the lease, shall be taken:

- (a) Progressive adverse action, up to and including:
 - (i) Progressive lease violations;
 - (ii) Removal of the animal; and
 - (iii) Termination of the lease.
- (b) Any adverse action taken as a result of violations to this policy is subject to the following policies/procedures:
 - (i) KCHA Termination and Eviction Policy; and
 - (ii) KCHA Grievance Procedures.

Section 7.03 A single violation of Section 5.03 of this policy shall be cause for lease termination. If the KCHA determines that the animal is a dangerous animal, the owner shall be required to remove the animal immediately to avoid lease termination.

Section 7.04 Notice of a pet policy violation shall:

- (a) Contain a brief statement of the factual basis for the determination and the pet rule or rules alleged to be violated;
- (b) State that the owner has 10 calendar days from the effective date of service of the notice to correct the violation (including, in appropriate circumstances, removal of the pet) or to make a written request for a meeting to discuss the violation. The effective date of service is the day that the notice is delivered or mailed, or in the case of service by posting, on the day that the notice was initially posted;
- (c) State that the owner is entitled to be accompanied by another person of their choice at a requested meeting; and
- (d) State that the owner's failure to correct the violation, to request a meeting, or to appear at a requested meeting may result in termination of the owner's Lease;
- (e) The notice of violation of Section 5.03 of this policy will be cause for an emergency notice of removal. This notice will require the immediate removal of the animal.

Section 7.05 If the pet owner and the KCHA are unable to resolve a pet policy violation, or if the KCHA determines that the pet owner failed to cure a pet policy violation within the time provided for this purpose, the KCHA will send the resident a notice requiring the pet owner to remove the pet. This notice must:

- (a) Contain a brief statement of the factual basis for the determination and the pet policy violation(s) that occurred;
- (b) State that the owner must remove the pet within 10 calendar days of the effective date of service of notice; and
- (c) State the failure to remove the pet may result in the termination of the pet owner's tenancy.

Section 7.06 The KCHA will not terminate an owner's tenancy based on a pet rule violation unless:

- (a) The owner failed to remove the pet or correct the pet rule violation within the applicable time period specified above (including any additional time permitted by the KCHA); and
- (b) The pet rule violation is sufficient to terminate the owner's tenancy under the terms of the lease and applicable regulations.

Section 7.07 Provisions of resident's Lease related to lease termination will apply in all cases.

Section 7.08 Residents have the right to grieve decisions made via this policy through the KCHA Grievance Procedure.