

PET POLICY FOR SENIOR AND DISABLED PROPERTIES
HOUSING AUTHORITY OF THE CITY OF BUFFALO

EXCLUSIONS

Assistance or Companion animals that are needed as a reasonable accommodation for persons with disabilities are not considered pets, and therefore are not subject to the Pet Policy.

PETS IN PUBLIC HOUSING

The Housing Authority of the City of Buffalo, also known as the Buffalo Housing Authority (hereinafter Authority) allows for pet ownership in its properties with the written pre-approval of the Authority. Tenants are responsible for any damage caused by their pets, including the cost of fumigation or cleaning. In exchange for this right, Tenant assumes full responsibility and liability for the pet and agrees to hold the Authority harmless from any claims caused by an action or inaction of the pet.

AUTHORITY REFERENCE

Throughout this policy, references to "Authority" include the Housing Authority of the City of Buffalo, its staff and/or its agents.

PRE-APPROVAL REQUIRED

Tenants must have the prior written approval of the Authority and have paid a pet deposit of \$250.00 before moving a pet into their unit. Tenants must request approval on the Authority's "Authorization for Pet Ownership Form" that must be fully completed before the Authority will review or approve the request. If pet ownership is approved, the Tenant must give the Authority a picture of the pet so it can be identified.

TYPES AND NUMBER OF PETS

The Authority will allow the following types animals to be kept as pets: dog, cat, bird, gerbil, hamster, rabbit, fish in an aquarium or turtles in an aquarium. No other animals may be kept as a pet. No animals which are not domesticated animals may be kept as a pet. No animals may be kept

as a pet if its possession or presence would be contrary to state, federal, or local law. 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 spayed or neutered before they become six months old. Verification by a licensed veterinarian that a tenant's dog or cat has been spayed or neutered must be provided to the Authority.

At any one time, each resident family will be allowed to house only **one** of the following: dog, one cat, one gerbil, one hamster, one rabbit, one 10-gallon aquarium with fish, one 10-gallon aquarium with turtles **or** one reasonable sized cage with up to four (4) birds. Any cage used to house birds must have a bottom to catch waste and a door that closes, and the birds must be kept in the cage at all times

Any animal which may pose an unreasonable risk to the health or safety of others, including attack or fight trained dogs, will not be allowed.

No animal will be approved as a pet if it weighs more than twenty-five (25) pounds or if the type or breed of animal is projected to weigh more than twenty-five (25) pounds at full adult size.

INOCULATIONS

In order to be registered, pets must be appropriately inoculated against rabies, distemper, and other conditions prescribed by state and/or local ordinances. 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 the Authority to verify the inoculations.

PET DEPOSIT REQUIRED

A pet deposit of \$250.00 is required at the time of approval by the Authority and must be received prior to the pet moving into the unit. The Authority will place the deposit in an account of the type required under applicable state or local law for pet deposits or, if State or local law has no requirements regarding pet deposits, for rental security deposits, if applicable. A separate deposit is required for each pet, except that only one deposit is required for an aquarium with fish, an aquarium with turtles, or a cage with bird(s)

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. If the pet vacates the unit and the family remains, Tenant shall provide the Authority with verification that the pet is no longer in the unit. Authority will inspect the unit to assess damage created by the pet, if any, and refund the deposit less cost to repair damage, if any.

FINANCIAL OBLIGATION OF TENANTS

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

NUISANCE OR THREAT TO HEALTH OR 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.

Pets that make noise continuously and/or incessantly for a period of 10 minutes or intermittently for one half hour or more to the disturbance of any person at any time of day or night shall be considered a nuisance. Repeated occurrences of this nuisance, will be considered a violation of this policy.

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 or used). Pets will be allowed only in designated areas on the grounds of the property if the Authority designates a pet area for the particular site.

Pet owners must clean up after their pets and are responsible for disposing of pet waste.

Pets are not allowed in common areas. Pets may pass through common areas only as they enter or exit the property with the pet owner and controlled by the pet owner. Common areas include the community room, community room kitchen, laundry rooms, public bathrooms, lobby, elevators, stairways, hallways or office in any Authority site.

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 Authority's buildings.

MISCELLANEOUS RULES

Dogs may not be left unattended for over twelve (12) hours. If, in the sole discretion of the Authority, the pet is left unattended and no arrangements have been made for its care, the Authority 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. Such entry may be made as an emergency, without advance notice to the Tenant, if the Authority has reasonable grounds to believe that the pet's safety or welfare is at risk.

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 dogs 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 at or connected to the dwelling unit.

Tenants owning cats shall maintain waterproof litter boxes for cat waste. Refuse from litter boxes, cages and aquariums shall not accumulate or become unsightly or unsanitary.

All refuse, waste, and litter shall be disposed of in an appropriate and timely manner. A pet owner shall physically control or confine his/her pet during the times when Authority employees, agents, and other persons on behalf of the Authority enter the pet owner's unit to conduct business, provide services, enforce lease terms, etc.

If a pet causes harm to any person, the pet's owner shall be required to remove the pet from the Authority's property within 24 hours of written notice from the Authority. The pet owner may also be subject to termination of his/her dwelling lease.

VISITING PETS

Visiting guests with pets, other than service animals to assist visitors with disabilities, will not be allowed.

TEMPORARY PETS

An animal not owned by a Tenant (or a member of a Tenant's household) may be kept temporarily in a dwelling unit. A Tenant may not have any such animals in the unit for more than three (3) consecutive days in any seven-day period and a total of fourteen days in any twelve-month period. Permission may be granted, at the sole discretion of the Authority upon written request to the Authority, for an extension of these timelines.

Only animals which would otherwise qualify for approval as pets under this policy may be kept. A Tenant may not keep such an animal temporarily in their unit without advance written permission from the Authority and may not have the animal in their unit longer than the period for which approval has been given. A Tenant must comply with all requirements applicable to the care, control, and management of pets found in this Policy for any animal temporarily residing in their unit.

PET POLICY VIOLATION PROCEDURES

(a) Notice of pet policy violation: If the Authority determines on the basis of objective facts, supported by written statements, that a pet owner has violated the pet policy; the Authority may serve a written notice of pet rule violation on the pet owner. The notice of violation will:

- (1) Briefly state the factual basis for the determination and pet rule(s) violated
- (2) Give the pet owner 10 calendar days to correct the violation, or to make a written request for a meeting to discuss the violation.
- (3) Inform the pet owner that he/she may be accompanied by another person of his/her choice at the meeting.
- (4) Inform the pet owner that failure to correct the violation may result in initiation of procedures to terminate the pet owner's tenancy.

(b) Pet policy violation meeting: If pet owner makes a timely request for a meeting to discuss the alleged pet rule violation, Authority will establish a mutually agreeable time to discuss the pet policy violation. The meeting must be held no later than 15 days from the effective date of service of the notice of pet policy violation. At the meeting, Authority and pet owner will discuss the violation and attempt to correct it. Additional time to correct the violation may be given by the Authority.

(c) Notice for pet removal: If the pet owner and Authority are unable to resolve the violation, or if the pet owner failed to correct the violation, Authority may serve a written notice on the pet owner to remove the pet. The notice must:

- (1) Briefly describe the factual basis for the determination and the pet policy violated
- (2) Allow the pet owner 10 calendar days from the effective date of service of the notice to remove the pet
- (3) Inform the pet owner that failure to remove the pet may result in initiation of procedures to terminate the pet owner's tenancy

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

REMOVAL OF PET

The Authority may enter the premises and remove the pet or take other permissible action if: the Authority requests the pet owner to remove the pet from the property immediately, and the pet owner refuses to do so; if the Authority is unable to contact the pet owner to make a removal request; if the Authority is removing the pet under emergency circumstances for the animal's safety or care; if the removal of the pet is reasonably necessary for the safety of any person; or if the pet owner has vacated or abandoned the unit and left the pet behind

ILLNESS OR DEATH OF PET OWNER

In the event of illness or death of a pet owner, or in the case of an emergency which would prevent the pet owner from properly caring for the pet, the Authority has permission to call the Sponsor designated by the Tenant or the local Pet Law Enforcement Agency to take the pet and care for it until family or friends would claim the pet and assume responsibility for it. Any expenses incurred will be the responsibility of the pet owner.