

## **Appendix B: Animal Policy/Animal Fee**

### **Pet fee deposit**

The tenant has deposited the required **\$300 pet fee** on \_\_\_\_\_ with the Landlord. This fee is non-refundable.

### **Permitted animals**

LCHRA tenants shall be limited to having **one** animal of the following types of common household animals: dog, cat, small caged birds or fish aquarium. In any event, only **one** (1) dog or **one** (1) cat may be kept in each duplex, single-family home or apartment unit. Birds will be limited to **one** (1) small cage and fish will be limited to **one** (1) 10-gallon aquarium in each duplex unit.

### **Prohibited animals**

Wild, undomesticated, vicious, destructive, aggressive breeds, or uncontrollable animals of any type shall not be permitted to be kept as animals. Maximum weight of an animal shall not exceed fifty (50) pounds with the exception of an animal who is trained and certified to assist the handicapped or disabled such as a seeing-eye dog. Under no circumstances shall exotic animals such as snakes or lizards be allowed upon LCHRA property.

### **Non-tenant animals**

Any animal of a non-tenant must always be accompanied by, and in direct control, of an adult. Tenants are allowed to keep another person's animal temporarily (for example, for a two-week period while the animal's owner is out of town.) The tenant must advise LCHRA and is responsible for any/all damage caused by animal in their care.

### **Animal registration requirements**

At the time that an animal is admitted to the LCHRA housing the animal owner shall register his/her animal with the LCHRA Management and shall continue to do so annually without coercion. This may be coordinated with the annual re-examination of tenant income.

At the time of initial registration, and at each registration thereafter, each animal owner shall provide the LCHRA Management with:

1. The names, addresses and telephone numbers of no less than two (2) people who shall be responsible for housing and caring for the owner's animal during vacations or in the event of emergencies, hospitalization or the death of the animal owner. The names, addresses, and telephone numbers of the two (2) people shall also be given to the LCHRA housing manager and posted on the back of the animal owner's duplex unit door; and
2. If the animal is a dog or cat, proof of valid license and inoculations as well as verifications of spaying and neutering, signed by a licensed veterinarian, shall be placed in the Tenant file in the LCHRA Management Office; and
3. A copy of the tenants' renter's insurance policy listing all available coverage and exclusions; and
4. If the animal is a dog or a cat, a photograph of the animal.

### **License, inoculation, and identification requirements for dogs**

In accordance with the City and County ordinance, each dog shall be licensed annually and shall wear a valid license tag at all times. In addition, a dog owned by a tenant shall wear at all times a valid rabies inoculation tag and an identification tag bearing the owner's name, address, and telephone number. Each dog owner shall be required to have his/her dog re-inoculated against rabies a minimum of every twenty-four (24) months.

### **Inoculation and identification requirement for cats**

A cat owned by a tenant shall wear at all times, a valid rabies inoculation tag and an identification tag bearing the owner's name, address and telephone number. Each cat owner shall be required to have his/her cat re-inoculated against rabies a minimum of every twenty-four (24) months.

### **Spaying or Neutering Requirement**

Each dog or cat over six (6) months of age shall be spayed or neutered.

### **Animal-related liability insurance (renters insurance)**

An animal owner shall be liable for any injury or damage his/her animal causes to the person or property of another tenant, a visitor, a LCHRA employee or an agent of the LCHRA.

The tenant owner of animal dog or cat is required to purchase a personal liability insurance policy (renter's insurance) from an insurance carrier. This is for the tenant animal owner's protection or any liability suit due to injury of damage to a person or property. This is a requirement for a tenant animal owner to do this in order for placement in the LCHRA premises.

#### **Rental fees for animal-related PHA property damage**

Tenants who own animals shall be liable for the cost of repairing **any** and **all** damage caused by their animal. Each tenant who owns a dog or cat shall be required to pay to the LCHRA a **non-refundable** rental animal fee in the amount of **three-hundred dollars (\$300.00)** for each dog or cat. Each tenant who owns small caged birds or aquarium fish shall be required to pay to the LCHRA a rental animal fee in the amount of **fifty dollars (\$50.00)**. A new tenant who owns a dog, cat, caged birds or aquarium fish at the time of moving into the duplex shall pay the appropriate animal fee at the time of lease signing. A tenant who acquires a dog, cat, caged birds or aquarium fish after having moved into the duplex shall pay the rental fee **before** bringing the dog, cat, caged birds or aquarium fish into the duplex.

#### **Definition of an animal vs assistance animal vs service animal**

Assistance animals are not pets. They are animals that do work, perform tasks, assist, and/or provide therapeutic emotional support for individuals with disabilities. There are two types of assistance animals: (1) service animals, and (2) other animals that do work, perform tasks, provide assistance, and/or therapeutic emotional support for individuals with disabilities.

Assistance animals are not pets, and thus, are not subject to PHA pet rules or policies, including but not limited to size, weight, and type of restrictions, designated areas, and deposit requirements.

Tenants who own an assistance or service animal must provide a written letter from their Doctor indicating the nature of the animal. If the Tenant cannot provide that written documentation the animal will be considered a pet, and thus, the Tenant will be responsible for the \$300 non-refundable pet fee.

#### **Animal control requirements**

Each dog or cat shall be kept on a leash when being taken outside of the owner's duplex unit. The dog or cat shall always be accompanied by, and in the direct control of, an adult. An animal owner shall physically control or confine his/her animal during the times when a LCHRA employee, agents of the LCHRA, or others must enter the animal owner's duplex unit to conduct business, provide services, enforce lease terms, etc.

#### **Disturbances caused by animals**

An animal owner shall not permit any disturbance by his/her animal which interferes with the peace of other tenants, visitors, LCHRA staff or agents of the LCHRA, whether by barking, howling, chirping, biting, chewing, scratching or other such activities which threaten or disturb others.

#### **Unattended animals**

Tenants who own animals shall be or shall arrange for others to be responsible for their animals at all times. If any animal is left unattended and it is determined by the LCHRA that the animal is in distress or is suffering from lack of care, or if the animal is causing a disturbance to others, the LCHRA may, at its sole discretion, enter the animal owner's duplex unit, remove the animal and deliver it or cause it to be delivered to the proper authorities. The LCHRA accepts no responsibility for the animal under such circumstances.

#### **Improperly cared for animals**

If it is determined by the LCHRA that an animal owner is no longer capable of properly caring for an animal, the LCHRA may, at its sole discretion, require that the animal be removed from the owner's immediate possession and control.

#### **Animal waste disposal requirements**

Each animal owner shall be responsible for **promptly** cleaning up animal wastes deposited within his/her duplex unit or on the grounds and disposing of the wastes. Entrance areas, walkways and parking lots are prohibited as places for animals to deposit wastes.

Each cat owner shall provide a litter box for his/her cat. Each litter box shall be kept within the animal owners duplex unit. No less than twice a week, the litter box shall be cleaned and accumulated wastes properly wrapped and disposed of by depositing in a sealed waste receptacle.

Each animal owner shall take adequate precautions to prevent or eliminate any animal odors within or around the owner's duplex unit and shall maintain the duplex unit in a clean and sanitary condition at all times. In no event shall animal wastes or litter box materials be disposed of through sinks, or toilets.

### **Animal Waste Removal Charge**

There will be a separate waste removal charge imposed on any tenant with a animal that have not cleaned up the animal's wastes and disposed of them properly in accordance with the prescribed animal rules. This charge will be five **(\$5) dollars per occurrence**, to be paid by the tenant.

### **Animal enclosure restrictions**

An animal owner shall not alter the physical structure of his/her duplex unit in order to create an enclosure for an animal. No aquariums larger than 10 gallons shall be permitted upon LCHRA property.

### **Accommodation of tenants allergic or phobic to dogs/cats**

To accommodate tenants who have medically certified or phobic reactions to dogs or cats, the LCHRA Board may prohibit animals in adjoining units to that of the aforementioned tenant.

### **Policy violations**

Tenants who violate the above conditions shall be subject to the following actions by the LCHRA.

1. If an animal causes harm to any person, the animal's owner shall be required to permanently remove the animal from the duplex within twenty-four (24) hours by written notice from the LCHRA. Said owner may also be subject to termination of his/her lease.
2. An animal owner who violates any other conditions of this policy may be required to remove his/her animal from the unit within seven (7) days of written notice from the LCHRA. Said animal owner may also be subject to termination of his/her dwelling lease.

**NOTE** The Lincoln County HRA Grievance Procedure shall be applicable to all individual grievances or disputes arising out of violations or alleged violations of this policy. Any tenant who has not notified the Lincoln County HRA regarding ownership of a animal shall be held responsible for all damages incurred to unit upon termination of tenancy. The tenant will be held to all Animal Policy and Dwelling Lease requirements set forth and their Security Deposit in addition to the Schedule of Service Charges shall apply.