

# ANIMAL POLICY

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## ***EXCLUSIONS***

Assistance animals 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 and as otherwise stated in this policy.

To show that a requested accommodation may be necessary, there must be an identifiable relationship, or nexus, between the requested accommodation and the person's disability. The Sault Ste. Marie Housing Commission will verify the existence of the disability, and the need for the accommodation – if either is not readily apparent. Accordingly, persons who are seeking a reasonable accommodation for an emotional support animal will be required to provide documentation from a physician, psychiatrist, social worker, or other mental health professional that the animal provides support that alleviates at least one of the identified symptoms or effects of the existing disability.

In addition, the Sault Ste. Marie Housing Commission is not required to provide any reasonable accommodation that would pose a direct threat to the health or safety of others. Thus, if the particular animal requested by the individual with a disability has a history of dangerous behavior, we will not accept the animal into our housing. Moreover, we are not required to make a reasonable accommodation if the presence of the assistance animal would (1) result in substantial physical damage to the property of others unless the threat can be eliminated or significantly reduced by a reasonable accommodation; (2) pose an undue financial and administrative burden; or (3) fundamentally alter the nature of the provider's operations.

If an assistance animal, or ANY animal, shows aggressive behavior towards staff or other tenants, guests, the tenant will be notified and the animal may be required to be permanently removed from the property.

## ***ANIMALS IN PUBLIC HOUSING***

### **ANIMALS IN PUBLIC HOUSING**

The Sault Ste. Marie Housing Commission allows for animal ownership in its developments with the **written pre-approval of the Housing Commission.**

**IF ANY ANIMAL IS FOUND IN THE UNIT BEFORE WRITTEN PERMISSION IS GRANTED A TENANT WILL BE FINED \$25.00 AND REQUEST MAY BE DENIED. FUTURE REQUESTS CAN BE SUBMITTED FOLLOWING A SIX (6) MONTH PERIOD.**

Residents are responsible for any damage caused by their animals, including the cost of fumigating or cleaning their units which may include replacement of carpet throughout. **All carpets will be professionally cleaned utilizing the tenant security deposit.** In exchange for this right, resident assumes full responsibility and liability for the animal and agrees to hold the Sault Ste. Marie Housing Commission harmless from any claims caused by an action or inaction of the animal.

## ***Approval***

Residents must have PRIOR approval of the Housing Commission before moving an animal into their unit. Approval may be denied when resident fails to comply with this requirement. Residents must remit a \$100 non-refundable administration fee per animal and request approval on the Authorization for Animal Ownership Form that must be fully completed before the Housing Commission will approve the request. The Housing Commission must be provided with a picture of the animal so it can be identified if it is running loose.

Current residents seeking permission to have an animal must have not had an animal before permission was granted, no housekeeping violations, no late payments of rent in the last 12 months, and be current on their account. Previous negative landlord remarks about animals will also be considered in the denial/approval of an animal. This includes assistance animals.

## ***Types and Number of Animals***

The Sault Ste. Marie Housing Commission will allow common household animals. Qualifying animal such as a dog, cat, bird, hamster, gerbil, or fish in bowls or aquariums (not to exceed 40 gallons) or other aquarium living animals are allowed. If this definition conflicts with a state or local law or regulation, the state or local law or regulation shall govern. NO SNAKES, SPIDERS, OR POISONOUS SPECIES ALLOWED.

All dogs and cats must be spayed or neutered before they become six months old. A licensed veterinarian must verify this fact in writing and a copy provided to the housing commission.

Two (2) approved animals per unit allowed. Approval for one does not mean approval for a second. The proper procedure must be completed for EACH animal request. This includes assistance animals.

Any animal deemed to be potentially harmful to the health or safety of others, including attack or fight trained dogs, will not be allowed.

**Residents may not own an animal without fully complying with this Policy. This includes assistance animals. Adopting an animal presents the opportunity for companionship, affection, work, and expense.**

## ***INOCULATIONS/VACCINES***

In order to be registered, animals 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 and must be licensed. A certification signed by a licensed veterinarian shall be **annually filed**, at time of recertification, with the Sault Ste. Marie Housing Commission to attest to the inoculations. This includes Assistance Animals.

## ***ADMINISTRATIVE / MONTHLY ANIMAL FEE***

**A one-time administrative fee of \$100 per animal is due upon written approval from the Sault Ste. Marie Housing Commission.**

A monthly animal fee of \$10 per animal will be charged to family tenants for dogs and cats. If the tenant chooses to pay the monthly fee a year in advance for one (1) animal, two (2) months will be credited to the tenant's account. This will drop the annual monthly fee total from \$120.00 to \$100.00.

Two (2) animals require a \$20.00 per month animal fee that must be paid monthly to keep the animal. **NON-PAYMENT OF THE MONTHLY FEE WILL REQUIRE THE ANIMAL TO BE REMOVED FROM THE HOME. NO EXCEPTIONS!**

If the tenant chooses to pay the monthly fee a year in advance, for two (2) animals, two (2) months will be credited to the tenant's account. This will drop the annual monthly fee total from \$240.00 to \$200.00.

A Repayment Agreement is available for the Administrative Animal Fee as long as there have been no missed payments on ANY previous Repayment Agreements the tenant has had.

A down payment of \$25.00 for one (1) animal is required upon signing and \$25.00 for the next 3 months.

A down payment of \$50.00 for two (2) animals is required upon signing, and \$50.00 a month for 3 months is required.

Damage to the premises shall be the fiscal responsibility of the resident over and above the non-refundable animal fee.

**FAILURE TO PAY THE MONTHLY ANIMAL FEE MAY RESULT IN THE REMOVAL OF THE ANIMAL AND DENIAL OF FUTURE ANIMALS.**

## ***FINANCIAL OBLIGATION OF RESIDENTS***

Any resident 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 the Sault Ste. Marie Housing Commission reserves the right to exterminate and charge the resident. This includes assistance animals.

## ***NUISANCE OR THREAT TO HEALTH OR SAFETY***

The animal 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. This includes assistance animals.

Repeated substantiated complaints by neighbors or Housing Commission personnel regarding animals disturbing the peace of neighbors through noise, odor, animal waste, or other nuisance may result in the owner having to remove the animal or move him/herself. This includes assistance animals.

Animals 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. This includes assistance animals.

### ***DESIGNATION OF ANIMAL AREAS***

Animals must be kept in the owner's unit or on a leash at all times when outside the unit. No outdoor cages may be constructed and animals may not be tied up outside the unit and left unattended. Animals will be allowed only in designated areas on the grounds of the property if the Sault Ste. Marie Housing Commission designates an animal area for the particular site. Animal owners must clean up after their animals and are responsible for disposing of animal waste. This includes Assistance Animals.

With the exception of assistive animals, no animals shall be allowed in the community room, community room kitchen, laundry rooms, public bathrooms, lobby, hallways or office in any of our sites. Assistance animals and non-assistance animals must ALWAYS be leashed and under the full control of the owner.

To accommodate residents who have medically certified allergy or phobic reactions to dogs, cats, or other animals, those animals may be barred from certain wings (or floors) in our buildings. This shall be implemented based on demand for this service.

### ***MISCELLANEOUS RULES - including Assistance Animals.***

Animals may not be left unattended in a dwelling unit for over 9 hours. If the animal is left unattended and no arrangements have been made for its care, the Housing Commission will have the right to enter the premises and take the uncared for animal to be boarded at a local animal care facility at the total expense of the resident. Tenant may be denied any future requests for an animal. This includes Assistance Animals.

Animal bedding shall not be washed in any common laundry facilities.

Residents must take appropriate actions to protect their animals from fleas and ticks. Tenants will be charged if an exterminator is called to eliminate fleas/ticks.

All dogs must wear a current license tag and proof of current registration must be provided to the Housing Commission. This is a CITY ordinance that is required. A tag bearing the resident's name and phone number and the date of the latest rabies inoculation must also be worn.

Animals cannot be kept, bred or used for any commercial purpose. Residents 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; garbage disposal shuts are not considered an appropriate.

A animal owner shall physically control or confine his/her animal during the times when Housing Commission employees, agents of the Housing Commission or others must enter the animal owner's apartment to conduct business, provide services, enforce lease terms, and when passing through public/commons areas. This includes assistance animals.

If an animal cause's harm to any person, the animal's owner shall be required to permanently remove the animal from the Housing Commission's property within 24

hours of written notice from the Housing Commission. The animal owner may also be subject to termination of his/her dwelling lease. This includes assistance animals.

An animal owner who violates any other conditions of this policy may be required to remove his/her animal from the development within 10 calendar days of written notice from the Housing Commission. The animal owner may also be subject to termination of his/her dwelling lease.

### ***VISITING ANIMALS***

An Authorization/Request for a visiting animal **MUST** be completed **PRIOR** to the animal coming onto Sault Ste. Marie Housing Commission property. Forms are available at the Sault Ste. Marie Housing Commission office. Any violations of the Visiting Animal Policy/Animal Policy will result in denial of current and any further visiting animal requests. This is also considered a Lease Violation and can jeopardize your lease and housing status.

### ***REMOVAL OF ANIMALS***

The Sault Ste. Marie Housing Commission, or an appropriate community authority, shall require the removal of any animal from a site 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. This includes assistance animals.

**In the event of illness or death of animal owner, or in the case of an emergency which would prevent the animal owner from properly caring for the animal, the Sault Ste. Marie Housing Commission has permission to call the emergency caregiver designated by the resident or the local Animal Control Department to take the animal and care for it until family or friends would claim the animal and assume responsibility for it. Any expenses incurred will be the responsibility of the animal owner.**

### **CERTIFICATION**

I have reviewed and understand the policy and agree to conform to the same. I further understand that violation of the rules may result in me having to permanently remove the animal from the dwelling unit within 24 hours or vacate the premises.

\_\_\_\_\_  
Tenant Signature and Date

\_\_\_\_\_  
Tenant Signature and Date

Adopted/Approved Sept. 2022

## **FLEA TREATMENT PREP SHEET**

Fleas are very difficult to eradicate and must be taken very seriously when they occur.

**First: Notify the Housing Commission immediately.** Failure to inform the Housing Commission will result in removal of the animal and grounds for termination.

**Second:** The Housing Commission, along with you and pest control will help eliminate the pest.

**Final: YOU MUST FOLLOW** the checklist and it **MUST** be completed prior to treatment.

When this checklist is followed, and in the order indicated, the treatments are faster and more effective.

The most important step in controlling fleas is to have your pet treated. Your veterinarian will offer products like Advantage or Frontline. Once your pet has been properly treated, make sure you keep your pet(s) treated each month, even when you are not seeing any more fleas.

After the Flea Treatment Preparations (see below), have been completed, treatment of all carpeted areas, rugs, bottom of drapes, under couch cushions and along cracks and crevices must be completed. This procedure must be done by a professional in order to ensure the process is complete.

### **Preparation Prior to Scheduled Treatment:**

- |  |  |
|--|--|
| <input type="checkbox"/> Remove all objects from under beds and small objects from floors.   | <input type="checkbox"/> Vacuum furniture. Especially between and under cushions.  |
| <input type="checkbox"/> Clear all carpeted floors (including closets) of boxes of clothing and any other items that will prevent treatment.   | <input type="checkbox"/> Vacuum wood, tile, and vinyl floors. (Vacuuming is preferred over mopping since it will remove fleas.)              |
| <input type="checkbox"/> Wash (in <u>hot</u> water) or destroy all pet bedding. If bedding is put into trash, put it into sealable plastic bags and dispose of into an exterior trash bag.   | <input type="checkbox"/> Empty the contents of the vacuum cleaner into a plastic bag. Immediately dispose of the bag in an outside container |
| <input type="checkbox"/> Vacuum all carpeting and rugs thoroughly. If vacuum uses bags, you must throw bag away in a sealable plastic bag after vacuuming each time.   | <input type="checkbox"/> Remove pets from the home prior to treatment. Store or cover all food. Remove pet food and litter box.              |
| <input type="checkbox"/> Carefully vacuum pet sleeping and resting areas, under furniture, cracks flea and crevices in floors, and draperies. Window sills and appliance tops need to be cleaned if you have cats that rest on them. | <input type="checkbox"/> Aquariums covered, and pump off (fresh water only). Ask us about Salt WaterFish.                                    |
|  | <input type="checkbox"/> Arrange to have dogs, cats and other infested animals treated at the same time the home is treated.                 |

**\*\*Note:** If residence is not properly prepared, treatment will be rescheduled for another day. Any and all cost will be the responsibility of the resident. The treatment can only be as effective as you allow it to be.

**AT TIME OF TREATMENT:**

\_\_ You must be out of the house for at least **4** hours to allow chemical to dry.

**AFTER TREATMENT:**

\_\_ Use your house and floors as you normally do.

\_\_ Do not clean/shampoo your carpets for at least two weeks. Shampooing will remove our chemicals.

\_\_ Continue to vacuum daily for a week. (If vacuum uses bags, you must throw them away in a sealable, plastic bag, after each vacuuming)

\_\_ Bag laundry and dry your garments (hot cycle) to kill any fleas/eggs that may be on personal laundry.

\_\_ Repeat all preparations on the day before the follow up inspection that will be scheduled 14-21 days after the flea application.

# AUTHORIZATION FOR VISITING ANIMALS

Requesting Tenant:

\_\_\_\_\_

Tenant Name

\_\_\_\_\_

Tenant Address:

\_\_\_\_\_

Tenant Phone Number:

\_\_\_\_\_

Owner of Animal:

\_\_\_\_\_

Address:

\_\_\_\_\_

Phone Number

Animal Type: \_\_\_\_\_

Name of Animal: \_\_\_\_\_

Current vaccine and vet info provided: \_\_\_\_\_ Date \_\_\_\_\_  
(Must be provided ANNUALLY)

Current License copy provided: \_\_\_\_\_

Copy of Animal Policy given to visiting animal owner: \_\_\_\_\_

Picture of Animal: \_\_\_\_\_

This Authorization expires one year from date of signature, the date vaccines become due, or license expires. The Sault Ste. Marie Housing Commission retains the authority to revoke this authorization at any time. All visiting animals must adhere to the Animal Policy. Tenant agrees that they are responsible to the policy and for the animal.

\_\_\_\_\_

Tenant Signature

\_\_\_\_\_

Date

\_\_\_\_\_

Tenant Signature

\_\_\_\_\_

Date

\_\_\_\_\_

Animal Owner Signature

\_\_\_\_\_

Date

Approved by: \_\_\_\_\_  
Sault Ste. Marie Housing Commission Representative

\_\_\_\_\_

Date: \_\_\_\_\_