

**Policy on Pet Ownership  
TX077001 Site A & B (Family Units)**

**Approved 9/20/2000, Res #876 to be effective April 1, 2001**

**Authorization:** 24 CFR Part 960 Subpart G and section 31 of the United States Housing Act of 1937 (42 U.S.C. 1437z-3) to permit pet ownership by residents of public housing, subject to compliance with reasonable requirements established by the public housing agency (PHA) for pet ownership.

**Applicability:** This subpart applies to public housing as that term is defined in section 3(b) of the United States Housing Act of 1937 (42 U.S.C. 1437a(b)), except that such term does not include public housing developments for the elderly or person with disabilities. Regulations that apply to pet ownership in such developments are located in part 5, subpart C, of this title.

**Animals that assist, support, or provide service to person with disabilities.**

- (a) This subpart G does not apply to animals that assist, support or provide service to persons with disabilities. PHAs may not apply or enforce any policies established under this subpart against animals that are necessary as a reasonable accommodation to assist, support or provide service to person with disabilities. This exclusion applies to such animals that reside in public housing, as that term is used in § 960.703, and such animals that visit these developments.
- (b) Nothing in this subpart G:
  - (1) Limits or impairs the rights of persons with disabilities;
  - (2) Authorizes PHAs to limit or impair the rights of persons with disabilities; or
  - (3) Affects any authority that PHAs may have to regulate service animals that assist, support or provide service to persons with disabilities, under Federal, State, or local law.

**The City of Ballinger, Texas, Animal Control Ordinance is incorporated into this policy by reference.** This ordinance will be applied to any situations or circumstances not specifically mentioned in this policy.

**Pet Deposits: \$50.00 Refundable deposit per pet.** This deposit will be refunded at time of "Move-Out" less any damage to PHA property directly caused by the pet. This deposit must be paid in full at the time of the registration of the pet with the PHA. The PHA will not approve the pet until the full deposit is made.

**Other Fees: \$150.00 Nonrefundable fee per pet.** This fee is to cover the PHA cost of enforcing the rules of this Pet Policy and exterminations of units and grounds over and above the routine exterminations. This fee is not refundable under any circumstances. Should the pet that the fee was originally paid on die or no longer belong to the original owner, another \$150.00 fee would have to be paid on each new pet for that original owner. This fee must be paid in full at the time of the registration of the pet with the PHA. The PHA will not approve the pet until the full fee is paid.

**Pet Rules:** The following rules shall apply for the keeping of pets in Project TX077001, Site A (Pecan Grove) and Site B (Riverside Apartments).

- (a) Common household pets as authorized by this policy means a domesticated animal, such as cats, dogs, fish, birds, rodents (including rabbits) and turtles, that is traditionally kept in the home for pleasure rather than commercial purposes. No reptiles shall be allowed nor any animals restricted by the City Ordinance.
- (b) No more than two (2) pets will be allowed per household.
- (c) Cats and dogs shall be limited to small breeds where total weight shall not exceed twenty (20) pounds and total height shall not exceed twelve (12) inches, as verified annually by a licensed veterinarian or a state or local authority where inoculations are received.
- (d) All cats and dogs shall be neutered and or spayed before being brought onto PHA property or at the earliest recommended date by a veterinarian. The cost of the neutering or spaying will be paid by the pet owner. The neutering or spaying must be verified, in writing, by a veterinarian.
- (e) All dogs and cats must at all times wear an identification tag showing pet owner's name, pets name and contact information along with a rabies tag.
- (f) Pets shall be quartered in the residents' apartment.
- (g) Dogs and cats shall be kept on a leash and controlled by a responsible individual when taken outside.
- (h) No doghouses will be allowed on the premises.
- (i) Pet shall be allowed to run only on the owners' lawn and the owner shall clean up after pets each day.
- (j) Pets shall be removed from the premises when their conduct or condition is duly determined to constitute a nuisance or a threat to the health and safety of the pet owner and occupants of the Authority in accordance with paragraph
- (k) Birds must be kept in regular bird cages and not allowed to fly throughout the apartment.
- (l) Dishes or containers for food and water will be located within the owners' apartment. Food and / or table scraps will not be deposited on the owners' porches or yard.
- (m) Residents will not feed or water stray animals.
- (n) Residents may not keep or care for animals not belonging to them for any length of time on PHA property.
- (o) Residents' guests are not permitted to bring pets or other animals onto PHA property for any length of time.

**Pet Registration:** Residents will register their pets with the PHA before it is brought onto the project premises and will update the registration annually. The registration will include:

- (a) A current photograph of the pet to identify it and to demonstrate that it is a common household pet.
- (b) A certificate signed by a licensed veterinarian or a state or local authority empowered to inoculate animals, stating that the pet has received all inoculations required by applicable state and local law;
- (c) Receipt from the City of Ballinger indicating that the pet has been registered with the City as required.
- (d) The name, address and telephone number of one or more responsible parties who will care for the pet if the pet owner dies, is incapacitated, or is otherwise unable to care for the pet;

- (e) A statement indicating that the pet owner has read the pet rules and agrees to comply with them.

**Annual Registration:** The information submitted when the pet was originally brought onto the project premises will be renewed and updated annually at the annual reexamination of residents' income.

**Approval of Pet:** The PHA may deny the approval of the pet if:

- (a) The pet is not a common household pet;
- (b) The keeping of the pet would violate any applicable house pet rules;
- (c) The pet owner fails to provide the required registration information;
- (d) The pet owner fails to annually provide a current photograph and to update the pet registration information;
- (e) The PHA reasonably determines, based on the pet owners' habits and practices and the pet's temperament that the pet owner will be unable to keep the pet in compliance with the pet rules and other legal obligations;
- (f) Financial ability to care for the pet and the therapeutic value of the pet to the pet's owner will not be a reason for the Authority to refuse to register a pet.

**Pet Rule Violation Procedure:** When the PHA determines on the basis of objective facts supported by written statements, that a pet owner has violated one or more of the rules governing the owning or keeping of pets, the PHA will give the resident notice. The resident will have a right to request a hearing concerning the notice by way of the Grievance Procedure so long as the circumstances are covered and included in the Grievance Procedure. Consideration to Terminate the Lease due to pet rule violation will be the same as any other rule violation. The **Notice Procedure, Termination of Lease and Grievance Procedure** as outlined and described in the **Dwelling Lease and Admission and Occupancy Policy** shall be followed.

**Protection of the Pet:** If the health or safety of a pet is threatened by the death or incapacity of the pet owner, or by other factors that render the pet owner unable to care for the pet, the PHA may:

- (a) Contact the responsible party or parties listed in the pet registration form and ask that they assume responsibility for the pet;
- (b) If the responsible party or parties is unwilling or unable to care for the pet, the PHA may contact the appropriated state or local authority and request removal of the pet;
- (c) If the Authority is unable to contact the responsible parties despite reasonable efforts, action as outline in (b) above will be followed;
- (d) If one of the above actions reap results, the PHA may enter the pet owners' apartment, remove the pet, and place the pet in a facility that will provide care and shelter until the pet owner or representative of the pet owner is able to assume responsibility for the pet, but not longer than thirty (30) days. The cost of the animal care facility provided under this section shall be borne by the pet owner.

**Nuisance or Threat to Health or Safety:** Nothing in this policy prohibits the PHA or the appropriate city authority from requiring the removal of any pet from the PHA property, if the pet's conduct or condition is duly determined to constitute, under provisions of state or local law,

a nuisance or a threat to the health or safety of other occupants of the premises or of other person in the community where the PHA property is located.

I have received a copy of this Pet Policy, understand its contents and agree to abide by these terms and conditions.

\_\_\_\_\_

Name

\_\_\_\_\_

Date