

ATTACHMENT D

21.0 PET POLICY

21.1 Exclusions

This policy does not apply to animals that are used to assist persons with disabilities. A new Service/Assistive Animal Policy is attached.

This policy applies to the keeping of pets in all units in the Conventional Public Housing program. This policy shall be applied to all new tenants, to all existing tenants currently having pets as their leases are renewed, and to all existing tenants wishing to get a pet.

The Area Housing Manager shall meet with each pet owner to explain specific procedures in the development related to proper pet management, review applicable pet rules, and provide tenant with a copy of this appendix. Authorization of a Pet Permit provides pet owner(s) with the privilege to keep, harbor and maintain pet(s) on Conventional Public Housing premises. The Area Manager will ensure the pet owner understands that violation of the Pet Policy may result in revocation of the pet owner's Pet Permit and removal of the pet from the premises.

If the complaints are not resolved informally and if there have been three violations of the pet rules requiring housing management involvement, management shall inform the tenant that procedures will be initiated to revoke the Pet Permit. Upon revocation of this Permit, the tenant must permanently remove the pet(s) from the premises within seven (7) days from the date of the notice. Failure to do so may result in termination of the Dwelling Lease. Revocation of the pet permit may not be grieved, but termination of the tenant's lease for failure to remove the pet after the permit is revoked may be the subject of a grievance by the tenant under established grievance procedures.

A person with a disability may keep a service/assistive animal that is needed as a reasonable accommodation to his/her disability. In general, animals used to assist persons with disabilities are not covered by the rules indicated below. The PHA will require proof that residents are eligible for this exclusion. An animal needed as a reasonable accommodation is subject to the PHA's pet policy but is exempt from additional deposit. An approved exception shall be noted on the lease amendment. See Rule #18 below.

These rules may be changed at any time by the PHA, providing new rules instituted are reasonable and tenants are given at least 30 days advance notice and an opportunity to comment.

21.2 Rules

- A. All residents who either currently have or desire to obtain a pet shall request permission in writing to the Area Housing Manager and submit a photo of the pet and other required documentation.
- B. A Pet Permit and Agreement, (Amendment of Dwelling Lease) shall be signed immediately by the tenant, with original to the tenant file. This Dwelling Lease Amendment (see attached) contains the rights and responsibilities of the tenant and management with respect to pet ownership. A pet deposit of \$100 will be required for each dog or cat. The lease amendment must be signed and the pet deposit must be paid before the pet is allowed on the premises. (Note: Existing Tenants with an approved pet permit on file will be allowed to continue with the \$50 pet deposit for the life of the specific dog or cat.)
- C. Only common household pets are permitted. Common "household" pets shall include domesticated dogs, cats, rodents, fish, birds and turtles that are traditionally kept in the home rather than for commercial or other purposes. Snakes, iguanas or other large lizards, pot-belly pigs, and ferrets are not allowed, nor any poisonous animals.
- D. The number and size of pets are limited as follows:
 - 1. Dogs and cats -- limit of one only per household. Dogs may not exceed 14 inches at the shoulder or 20 lbs. when fully grown. Note: An exception to the size and weight restrictions may be granted only for tenants residing in single family units having a private yard with a secured fence. This exception is voided and the original restrictions are re-instituted if the household transfers to a non-single family unit. Certain breeds that tend to be aggressive and/or dangerous are prohibited. These include pitbulls, rottweilers, and chows.
 - 2. Birds -- limit of two per household, no larger than a parakeet. Birds must be kept in a cage at all times.
 - 3. Fish -- limit of one aquarium per household with a maximum capacity of 10 gallons.
 - 4. Turtles -- no more than two per household, small in size. Turtles must be kept in a cage or other container at all times.
 - 5. Rodents -- no more than two of each type per household. Authorized rodents include mice, chinchillas, guinea pigs, hamsters and white rats. Rodents must be kept in a cage or other secure container at all times.
- B. The tenant must be able to maintain control over their pets.

- E. Dogs and cats must remain within the unit and not be allowed outside, unattended, at any time. An exception would apply to tenants living in housing with secure (fenced) yards.
- F. No chaining of unattended dogs permitted at anytime.
- G. Dogs must be walked while on a leash and all droppings must be removed and disposed of by the person walking the animal. Units, patios and yards must be kept free of odors, insect infestation and pet feces, urine, waste and litter.
- H. We strongly encourage dogs and cats to be neutered or spayed. We insist, however, on the owner providing proof of licensing and inoculations and the name of the veterinarian. Owners must provide a certification each year at the time of their annual reexamination that the pet continues to be in good health and has all required vaccinations. A copy of this documentation will be maintained in the tenant file.
- I. Any dog that is used to threaten either people or other animals will be deemed "vicious" and barred from the development.
- J. The PHA, at its sole discretion, may randomly and periodically inspect the units of pet owners with appropriate notice to ensure compliance.
- K. Pets must be restrained and prevented from digging, gnawing, chewing, scratching or otherwise defacing doors, walls, windows, floor coverings, other units, common areas, buildings, landscaping or shrubs.
- L. Pet owners shall be liable for damage caused by their pets. PHA shall require of the tenant, payment of a pet deposit of \$100. Arrangement may be made to allow the tenant to pay the deposit over a period of two months. If the tenant's pet deposit does not cover the damages, management and the tenant will agree on a payment plan to pay for the damage as well as replacement of the pet deposit. The pet deposit is separate from, and in addition to, any security deposit held on behalf of the tenant by the PHA. The pet deposit will be refunded to the pet owner within 30-60 days of the day the pet is removed or within 30-60 days of the day the tenant vacates the unit, whichever comes first, less deductions detailed in writing and reasonably related to the regulation of pets.
- M. Tenants must board their pets away from the development or make other arrangements for the care of their pets when they intend to leave their unit for 24 hours or more. The Pet Permit and Agreement requires tenants to provide the PHA with the name and phone number of relative or friend who has agreed to assume responsibility for the pet in the event of sudden illness or death of the tenant. The PHA reserves the right to consider the presence of an unattended pet an emergency, and will enter the unit to remove the pet.

- N. PHA staff, including maintenance personnel, reserve the right to refuse to enter a unit to perform work where there is an unattached animal.
- O. Pet owners are expected to exercise responsible and courteous behavior so that the presence of their pet on the property in no way violates the rights of others to peaceful enjoyment of the premises. Tenants with pets will either “shorten” the leash or carry their pets to keep them from disturbing other tenants, particularly in confined spaces like elevators and lobbies.
- P. The PHA may impose fines upon tenants for the violation of any pet rule contained herein. At the time a pet owner first violates any rule, the PHA will send the owner a written warning and no fine will be assessed. The second time that an owner violates the same rule, or any other, the PHA will fine the tenant \$25.00. The PHA may assess additional \$25.00 fines for subsequent violations, and may request the tenant to remove the pet or be subject to eviction after three violations.
- Q. Reasonable Accommodation: Applicants/residents who claim that a particular animal is used to assist persons with disabilities and who want to be exempt from the provisions of these Pet Rules must provide the PHA with:
 - 1. A certification that the tenant or prospective tenant or a member of his or her family is a person with a disability;
 - 2. Documentation that the animal actually assists the person with a disability.
- R. Exceptions: Reasonable exceptions to the pet policy will be made only upon written request by the tenant/applicant. Exceptions to size limitations will be made for seeing eye or handi-dogs; to qualify for the exception, proper documentation of the dog’s certification must be presented. An approved exception shall be noted on the lease amendment. Any such exception must be recommended by the Housing Management Administrator and approved by the Community Services Director.
- S. These Pet Rules are posted in the management office of each development and are incorporated by reference into the Lease.

21.3 AMENDMENT TO DWELLING LEASE – PET PERMIT

- 1. For a Pet Deposit(s) of \$_____, the Community Services Department of the City of Tucson, Arizona permits, (TENANT) _____, to keep, harbor, and maintain the following pet(s) and none others without the written consent of the Community Services Department:

| Name | Type | Color/Description | Spayed/Neutered |
|-------|------|-------------------|-----------------|
| <hr/> | | | |

2. The TENANT agrees to keep the pet(s) inside the dwelling unit or in outside area assigned to TENANT. In any other areas, pet must be on a leash accompanied by a responsible person. The pet(s) will be kept out of common areas, laundry rooms, other facilities, and common areas not assigned to the TENANT. Cats may use a sanitary sandbox in the dwelling unit. Pet(s) droppings outside must be removed immediately by the TENANT. Dogs must be licensed. No pet may be over 14 inches tall at the shoulder or weigh over 20 lbs. when fully grown.
3. TENANT agrees to supervise and care for pet(s) in order to prevent the pet(s) from damaging property, creating unsanitary conditions, or constituting a health hazard.
4. TENANT agrees to report immediately any damage caused by the pet(s) and to pay reasonable charges for repair to the premises, facilities, and common areas caused by the pet(s), payable on the day on which the rent is due, the month following the effective date of the charges.
5. TENANT agrees to indemnify the LANDLORD from all liability concerning the pet(s) of the TENANT, including any property damage, personal injury, pound, and attorney's fees, or court costs.
6. The following person(s) will care fro the pet(s) in the absence of the TENANT:

| <u>Name</u> | <u>Address</u> | <u>Telephone #</u> |
|-------------|----------------|--------------------|
| | | |
7. The name, address and telephone number of the veterinarian caring for the pet(s):

| <u>Name</u> | <u>Address</u> | <u>Telephone #</u> |
|-------------|----------------|--------------------|
| | | |
8. TENANT agrees not to leave their pet(s) unattended for more than 24 hours. In the event that the pet(s) is/are left unattended for more than 24 hours, the LANDLORD may enter the premises of the TENANT, remove such pet(s) and turn it/them over to the pound or other appropriate authorities.
9. LANDLORD will refund the pet deposit(s) to the TENANT upon permanent removal of the pet(s) from the premises and an inspection by the LANDLORD showing that the premises are clean, odor free, and undamaged.
10. This Pet Permit(s) may be revoked in the event the TENANT fails to comply with the conditions of this Permit. The Permit may also be revoked for permitting pet(s) to run loose or to disturb other tenants,

including but not limited to loud and excessive barking, biting while unrestrained, or causing a nuisance. Pet Permit may also be revoked if the pet(s) cause damage to the unit. Upon revocation of this Permit, the TENANT must permanently remove the pet(s) from the premises within seven (7) days from the date of the notice. Failure to do so may result in termination of the Dwelling Lease.

11. All applicable provisions of the lease apply to this amendment.

I acknowledge that I have read, understand and agree to comply with all aspects of PHA's Pet Policy.

I also understand that I must give to PHA the name of an individual or Agency who will be contacted should I become incapable of caring for my pet(s) because of illness, incapacitation or death. That person or Agency is:

SIGNED: _____
Community Services Department of the
City of Tucson, Arizona

SIGNED: _____
Signature of Tenant

SIGNED: _____
Signature of Tenant

Address of Tenant

Date

21.4 Visiting Pets

Tenants are not allowed to have visiting pets on any public housing property.

21.5 Removal of Pets

The Public Housing Authority, or an appropriate community authority, shall require the removal of any pet from a project if the pet'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.

21.6 SERVICE ANIMAL POLICY

Background:

Service animals are animals that assist people with disabilities in the activities of independent living. Under the Fair Housing Act, a service animal is any animal that assists or benefits an individual with a disability allowing such person to have equal opportunity to use and enjoy his or her dwelling. The service animal does not have to be licensed or certified by a state or local government or a training program. Certain breeds that tend to be aggressive and/or dangerous are prohibited. These include pitbulls, rottweilers, and chows.

Service 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.

Request for a service animal accommodation:

The tenant must submit a request in writing (Request for Accommodation form attached) to have a service animal as an accommodation for the tenant's disability.

The tenant must provide written verification that they have a disability and the accommodation is necessary to give the person equal opportunity to use and enjoy the community. The tenant does not need to disclose the nature of the disability. The tenant's healthcare *or* mental health provider must submit a signed letter on professional letterhead to the property management answering the following questions:

- Is the tenant a "person with a disability" as defined by the fair housing laws?
- In the health care provider's professional opinion, does the person need the requested accommodation to have the same opportunity as a non-disabled person to use and enjoy the community?

Service animal accommodation:

Management will review the tenant's written request for a service animal accommodation. Upon written verification from the tenant's healthcare or mental health provider, Management will provide a written response to the tenant. Management's response will take into consideration the reasonableness of the request. The request may be denied and deemed unreasonable only if it causes an undue financial or administrative burden to the community.

The tenant is not required to pay a deposit for the service animal. The tenant is liable for any damage the animal causes.

Proof of licensing, vaccinations, and an emergency contact person who would care for the animal in case of an emergency must be provided to Management.

Owners of service animals are expected to exercise responsible and courteous behavior so that the presence of their animal on the property in no way violates the rights of others to the peaceful enjoyment of the premises.

Management may enter unit if reports of an unattended animal are brought to our attention. The animal may be removed in those cases where the owner is unable to provide care.

Requests for multiple service animals will be reviewed on a case-by-case basis. Management may impose limitations if it can be demonstrated that an individual's request for reasonable accommodation exceeds what is necessary for the tenant to have full use and enjoyment of the premises.

Individuals with service animals are solely responsible for the conduct of their service animal and Management may insist that a service animal be prevented from repeated barking that disturbs neighbors. If there have been three violations of the Service Animal Policy, Management shall inform the tenant that procedures will be initiated to revoke the Service Animal Agreement. Upon revocation of the Agreement, the tenant must permanently remove the service animal from the premises within seven days from the date of the notice. Failure to do so may result in termination of the Dwelling Lease. Revocation of the Service Animal Agreement is not grievable, but termination of the tenant's lease for failure to remove the service animal after the Agreement is revoked may be the subject of a grievance by the tenant under established grievance procedures. Management must first attempt resolution of the problem before eviction proceedings are initiated. Service animals that are a direct threat to others (biting, etc.) or otherwise violate animal control laws can be reported to the local animal control agency.

Removal of a service animal:

When a service animal is unruly or disruptive (jumping on people, biting, or other harmful behavior), Management may ask the tenant to remove the animal from the area. If the improper behavior happens repeatedly, Management may request that the tenant not bring the animal into any area of the property except the tenant's unit, until significant steps have been taken to mitigate the behavior. Mitigation can include refresher training for both the animal and the tenant.

Excessive noise, unsanitary conditions, or threatening behavior on the part of the animal would all provide a basis for Management to require the animal to be removed from the rental unit.

Areas off limits to service animals:

Management may designate certain areas off limits to service animals, such as the swimming pool or any other area where a significant health or safety hazard may exist.

Supervision:

The service animal must be supervised and the tenant/handler must retain full control of the animal at all times.

The service animal must remain within the unit and not be allowed outside, unattended, at any time.

The service animal must be restrained and prevented from digging, gnawing, chewing, scratching or otherwise defacing doors, walls, windows, floor coverings, other units, common areas, buildings, landscaping or shrubs. The tenant is fully responsible for any damage caused by the service animal.

The service animal may accompany the tenant at all times on the property unless it is an area where animals are specifically prohibited.

A tenant may train their own service animal and are not required to provide any information on the training or the specific task that the animal performs.

The service animal must be kept on a leash at all times.

Tenants must board their service animal away from the development or make other arrangements for the care of the service animal when they intend to leave their unit for 24 hours or more. The Service Animal Agreement requires tenants to provide the PHA with the name and phone number of a relative or friend who has agreed to assume responsibility for the service animal in the event of sudden illness or death of the tenant. The PHA reserves the right to consider the presence of an unattended service animal an emergency, and will enter the unit to remove the service animal.

PHA staff, including maintenance personnel, reserve the right to refuse to enter a unit to perform work where a service animal is exhibiting threatening behavior.

Clean up rule:

The tenant must never allow the service animal to defecate on any property, public or private (except the tenant's own property), unless the tenant immediately removes the waste.

The tenant must always carry equipment sufficient to clean up the animal's feces whenever the service animal is in the common areas or off the tenant's property.

The tenant must properly dispose of waste and/or litter.

It is the tenant's responsibility to clean up after the service animal.

Allowable service animal expenses:

During the annual certification process, tenant should present allowable service animal expenses. Allowable expenses will be treated under the "Medical Deductions" section and include:

- Cost of veterinarian visits for the service animal
- Cost of special equipment for service animal
- Cost of medication for service animal

REQUEST FOR ACCOMMODATION

Name: _____

Tenant # _____

Address: _____

Telephone: _____

I have a disability as defined by the fair housing laws. I use a service animal to assist me with the functional limitations related to my disability. My service animal also enhances my ability to live independently and to fully use and enjoy the dwelling you provide.

Type of service animal: _____

I am requesting that you:

waive your pet weight/height restrictions

waive your pet deposit

other: _____

as an accommodation for my disability/disabilities.

I have attached a letter from my treatment provider verifying that I have a disability and that I have a need for a service animal.

Signed: _____

Date: _____

Date Received by Management: _____

Received by: _____

AMENDMENT TO DWELLING LEASE # _____
SERVICE ANIMAL AGREEMENT

1. For a Service Animal, the Community Services Department of the City of Tucson, Arizona allows, (TENANT) _____, to keep, harbor, and maintain the following service animal and none others without the written consent of the Community Services Department: (no deposit required for service animals)

| <u>Name</u> | <u>Type</u> | <u>Color & Description</u> | <u>Spayed/Neutered</u> |
|-------------|-------------|--------------------------------|------------------------|
| _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ |

2. The TENANT agrees to keep the service animal inside the dwelling unit or in outside area assigned to TENANT. In any other areas, service animal must be on a leash accompanied by a responsible person. Cats must use a sanitary sandbox in the dwelling unit. Service animal droppings outside must be removed immediately by the TENANT or authorized aide. Dogs must be licensed.

3. TENANT agrees to supervise and care for service animal in order to prevent the animal from damaging property, creating unsanitary conditions, or constituting a health hazard.

4. TENANT agrees to report immediately any damage caused by the service animal and to pay reasonable charges for repair to the premises, facilities, and common areas caused by the service animal, payable on the day on which the rent is due, the month following the effective date of the charges.

5. TENANT agrees to indemnify the landlord for all property damage arising on account of tenant harboring, keeping or maintaining a service animal on landlord's premises.

6. The following person(s) will care for the service animal in the absence of the TENANT:

| <u>Name</u> | <u>Address</u> | <u>Telephone #</u> |
|-------------|----------------|--------------------|
| _____ | _____ | _____ |
| _____ | _____ | _____ |

7. TENANT agrees not to leave their service animal unattended for more than 24 hours. In the event that the service animal is left unattended for more than 24 hours, the LANDLORD may enter the premises of the TENANT, remove such service animal and turn it/them over to the pound or other appropriate authorities.

8. This Service Animal Agreement may be revoked in the event the TENANT fails to comply with the conditions of this Agreement. The Agreement may also be revoked for permitting service animal to run loose or to disturb other tenants, including but not limited to loud and excessive barking, biting, or causing a nuisance. Service Animal Agreement may also be revoked if the animal causes damage to the unit. Upon revocation of this Agreement, the TENANT must permanently remove the service animal from the premises within seven (7) days from the date of the notice. Failure to do so may result in termination of the Dwelling Lease.

9. All applicable provisions of the lease apply to this amendment.

I acknowledge that I have read, understand and agree to comply with all aspects of PHA's Service Animal Policy.

I also understand that I must give to PHA the name of an individual or Agency who will be contacted should I become incapable of caring for my service animal because of illness, incapacitation or death. That person or Agency is:

COMMUNITY SERVICES DEPARTMENT OF
THE CITY OF TUCSON, ARIZONA

Signature of Tenant

Date

Community Services Department

Date