

Washington County Department of Housing Services

Pet Policy

as revised December 3, 2001

The following is the Pet Policy for Public and Affordable Housing units owned and managed by the Washington County Department of Housing Services.

Introduction

The Pet Rules and Policies for the Department of Housing Services (DHS) are developed in accordance with the HUD regulations published in the Federal Register on March 8, 1996, with an effective date of April 8, 1996, (24 CFR 942 "Consolidated Pet Ownership Requirements for the Elderly and Persons with Disabilities") and the HUD regulations published in the Federal Register on July 10, 2000, with an effective date of August 9, 2000, " Pet Ownership in Public Housing" (24 CFR 960). The Pet Rules and Policies have been developed for Public & Assisted Housing.

Definitions

Service/Assistance Animals

Animals that have been trained to assist persons with a specific disability and that do, in fact, assist the person with the disability. Service/assistance animals include animals trained to assist a physically impaired person with walking, hearing, balance, self-care, communication, transportation and similar things. A Seeing Eye dog or a dog trained to assist a hearing impaired person would be examples of service or assistance animals. Both Federal and Oregon state law prohibits discrimination against a person with a physical disability using a service or assistance animal. Service or assistance animals are considered auxiliary aids, and are not subject to additional requirements beyond those contained in the DHS Lease Agreement. Persons with disabilities may not be required to pay for costs associated with reasonable accommodations; therefore, DHS will not charge a pet deposit or any other associated fees for a service/assistance animal kept in a development or building owned and managed by DHS.

Companion Animals

Animals that do not have specific disability-related training but are necessary in coping with a disability (for instance, if the animal provides emotional support to a person with disabilities). Requests to keep such an animal will be considered under the Department's standard Reasonable Accommodation procedure. DHS will not charge a pet deposit or any other associated fees for a companion animal kept in a development or building owned and managed by DHS.

Pets

"Common household pets" as that phrase is commonly understood and as defined in these Pet Rules and Policies, other than Service/Assistance and Companion Animals, as defined above.

The pet rules are reasonably related to the legitimate interest of DHS in providing decent, safe and sanitary living environments for existing and prospective residents; protecting and preserving the physical condition of the project and the Department's financial interest in the project.

Dangerous or Exotic Animals

Any animals which are of a wild or predatory nature, and which because of their size, vicious nature, or other characteristics, would constitute an unreasonable danger to human life or property. A dangerous or exotic animal shall include any of the following:

- a. Any large felid from the genus *Panthera*, including: lion, tiger, leopard, snow leopard, puma, cougar, mountain lion, clouded leopard, and cheetah.
- b. Any monkey, ape, gorilla, hybrid thereof, or other non-human primate.
- c. Any bear.
- d. Any venomous or poisonous animal(s) or insect(s).
- e. Any reptile of the order Crocodylia (crocodiles, alligators, caimans) or any snake of the family Pythonidae or Boinae capable of obtaining eight feet or more in length.

Dangerous and/or exotic animals are not considered "common household pets" and are not permissible pets under this policy.

Types of Pets

For the purpose of this policy, there are two categories of pets allowed:

Category I: Dog (a.) or Cat (b.)

Category II: Bird (c.), Fish (d.), Rodents (e.), and Reptiles/Insects (f)

Residents may not keep wild or feral animals, farm animals, primates, ferrets, pot-bellied pigs or animals used for breeding or to produce offspring for sale.

Category I Pets

1. Common household pets as outlined below will be permitted under the following guidelines (with the exception of service/assistance animals, as defined in ORS 346.690, or companion animals allowed as a Reasonable Accommodation related to a Resident's or prospective Resident's disability):

a. Dogs - Maximum number - one (1)

- Must not exceed adult weight of 25 lbs or adult shoulder height of 15"
- Must be housebroken within 8 weeks of approval or 6 months of age
- Must be spayed or neutered
- Must have any or all inoculations specified now or in the future by State law or local ordinance
- Must be licensed as specified now or in the future by State law or local ordinance
- Must wear a collar/tag with identification that allows the animal to be traced back to the Resident. Animal name only is not sufficient identification.
- Must not be kept, bred or maintained for commercial purposes and do not create a nuisance or annoyance to surroundings.
- The following breeds or mixed breeds of dogs will be excluded from approval: German Shepherd, Rottweiler, Doberman Pinscher, Pit Bull or Bull Terrier, Chow & Spitz.

b. Cats (Domestic Only) - Maximum number - one (1)

- Must be spayed or neutered

- Must have any or all inoculations specified now or in the future by State law or local ordinance
- Must be trained to use a plastic litter box or other non-porous waste receptacle within 8 weeks of approval or 6 months of age
- Must be licensed as specified now or in the future by State law or local ordinance
- Must wear a collar/tag with identification that allows the animal to be traced back to the Resident. Animal name only is not sufficient identification.
- Must not be kept, bred or maintained for commercial purposes and do not create a nuisance or annoyance to surroundings.

Category II Pets

c. Birds - Maximum number - two (2)

- Must be caged at all times

d. Fish - Maximum number = one (1) aquarium

- Maximum aquarium size - 20 gallons
- Must be kept on an approved stand

e. Rodents (ONLY rabbit, guinea pig, hamster, gerbil, sugar glider, or hedgehog) - Maximum number - one (1)

- Must be caged at all times
- Must have any or all inoculations specified now or in the future by State law or local ordinance

f. Reptiles/Insects

- Must be caged at all times
- Must have any or all inoculations specified now or in the future by State law or local ordinance
- Must not be dangerous, poisonous or otherwise deemed a threat to human life, safety, or welfare (such as scorpions, tarantulas, poisonous snakes, etc)
- Must not exceed maximum size specified for Category I pets

2. Only pets specified above may be kept by a Resident. No other pets will be considered common household pets without a modification of these rules by the Housing Authority. Residents may not own or keep wild or feral animals, farm animals, primates, ferrets, pot-bellied pigs or animals used for breeding or to produce offspring for sale.

3. Pet Combinations (maximum) a Resident may have:

- One "Category I" pet type (a, b) & One "Category II" pet type (c, d, e, f) Example: One dog & 2 birds

(OR)

- Two Category II pet types (c, d, e, f)
Example: 2 birds & fish, or fish and 1 guinea pig

NO two Category II pet types can be the same. Example: A Resident may NOT have 2 rodents, or 2 aquariums, or 4 birds.

Any service/assistance or companion animal allowed as a reasonable accommodation is not considered to be a pet. Therefore, a resident with a service/assistance or companion animal may also be permitted to keep animals as described above in addition to his/her service/assistance or companion animal. For example, a resident with a service dog may also have a cat (Category I) and 1 rodent (Category II).

4. If an approved animal gives birth to a litter, the Resident shall remove all animals resulting from that birth within 8 weeks, leaving ONLY the originally approved animal in the household. The Resident must provide verification to the Property Manager that the originally approved animal has been spayed within 10 weeks of giving birth to a litter.

5. Failure to properly register and provide the specified proof of the proposed pet's acceptability prior to a pet being brought into the Resident's unit may result in the initiation of an action to require the Resident to remove the pet and/or to evict the Resident.

Management Approval

1. Prior to a pet being allowed to reside in a unit, the proposed pet owner must contact the Department of Housing Services (DHS) and request consideration to have a pet.
2. In addition, the Resident/Pet Owner must provide to the Housing Authority documented acceptability in accordance with the provisions outlined in "Standards" below.
3. Pets must be registered with DHS before the pet is brought onto the premises and the registration may be reviewed/updated by the Housing Authority on an as needed basis.
4. The DHS may give temporary approval for a pet to be on the premises prior to registration pending approval.
5. Registration includes:
 - a. A certificate (Category I pet only) signed by a licensed veterinarian or designated State or local authority, stating that:
 1. The pet has received all inoculations required by State or local law.
 2. The animal is in good health. It has no communicable diseases or pests, and in the case of dogs and cats, is spayed or neutered. For dogs, verification of the current weight and expected adult weight and size must also be provided.
 - b. Verification that the animal is licensed in accordance with applicable State and local laws and regulations.
 - c. A photo (Category I pet only) and sufficient information to identify the animal and demonstrate it is a common household pet.
 - d. Provision of the name, address, and phone number of one or more "Responsible Party(s)" to care for the pet if the owner dies, is incapacitated or unavailable to care for the pet
 - e. A Resident who cares for another Resident's pet must notify the Housing Authority in writing that they will be caring for the pet and are willing to abide by all the Pet Rules and Policies.
 - f. Execution of an Application to Keep a Pet stating that the Resident accepts complete responsibility for the care and cleaning of the pet and acknowledges the applicable rules. These requirements may not conflict with State or local law.
6. An animal's temperament may be considered as a factor in determining the prospective owner's ability to comply with the Pet Rules and Policies and other lease obligations. Dogs or cats having a history of, or exhibiting aggressive, intimidating, territorial or inappropriate behavior will not be approved.
7. The Housing Authority shall refuse to register a pet if: The pet is not a common household pet identified more specifically in this policy; the Resident fails to provide complete pet registration information or fails to update the registration as requested by the Housing Authority; or, if the Housing Authority reasonably determines, based on the Resident's habits and practices, that the Resident will be unable to keep the pet in compliance with the Pet Rules and Policies and other lease obligations.

Pet Policy

The Department of Housing Services permits residents of Public and Affordable Housing to keep a maximum of one (1) small pet (cat, dog) with prior management approval, a signed pet policy, and the receipt of a pet deposit.

Residents of Public and Affordable Housing may keep a maximum of one (1)

Under the Department's pet policy, the Resident agrees to the following:

1. Only the pet described in the pet agreement will reside in the Resident's unit
 2. The pet must be properly licensed and have shots required by statute or regulations at all times.
 3. Pit Bulls/Bull Terriers, German Shepherds, Doberman Pinschers, Chow, Spitz or Rottweillers (purebred or mix) are not allowed (aid animals excluded).
 4. The pet is not to be allowed out of the Resident's unit except when being carried by the Resident or on a leash under the Resident's control.
 5. The pet is not to be chained or tied in any way to the exterior part of the building.
 6. The pet will not be allowed to use any part of the property for depositing waste. Should this occur accidentally, the Resident will immediately pick up the waste.
 7. The pet will not be allowed to make noise or engage in threatening conduct which might disturb other residents or neighbors.
 8. The pet will be kept clean. Any pet waste that is accumulated in a tray inside the residence will be disposed of properly and promptly.
 9. The Resident will immediately notify the Department of Housing Services of any personal injury or property damage caused by the pet.
 10. Any damage attributed to the pet will be paid promptly by the Resident.
 11. The maximum adult weight/size of the pet is 25 pounds, 15" shoulder height.
 12. Any change of pet will require a new agreement.
 13. Resident, or any guest or invitee, shall indemnify, defend and hold the Owner, Owner's agents, and employees, harmless from and against any actions, suits, claims, and demands (including legal fees, costs, and expenses) arising from damage or injury to any person or property of others by any pet owned, kept, housed, or maintained by Resident, his/her guest or invitee.
 14. Before move-in of pet, resident shall provide the owner/agent (Department of Housing Services) with proof of a minimum of \$100,000 liability to cover any damage or injury caused by said pet. Said proof shall be the subject of reverification at any time a declaration page is reissued. The company or agent shall be instructed to notify the owner/agent directly of any lapse if that is possible.
 15. A refundable deposit of \$200.00 for Public Housing Residents, and \$215.00 for Affordable Housing Residents, must be paid by the resident as an additional security deposit. This amount will be added to any security deposit and will secure all of resident's obligations under the rental agreement, the pet agreement, and the landlord-resident law.
 16. The pet agreement does not in any way alter the Department's right to pursue an eviction under the Landlord/Resident law.
 17. By signing the Pet Agreement, the Resident agrees to keep stated insurance current and will provide a copy of the Declaration Page at each reissuance/re-exam.
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