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**Chapter 10**

**PET POLICY**

**[24 CFR 5.309]**

**INTRODUCTION**

PHAs have discretion in the development of policies pertaining to the keeping of pets in public housing units. This Chapter explains IHA's policies on the keeping of pets and any criteria or standards pertaining to the policy. The rules adopted are reasonably related to the legitimate interest of IHA to provide a decent, safe and sanitary living environment for all tenants, to protecting and preserving the physical condition of the property, and to preserve the financial interest of IHA.

The purpose of this policy is to establish IHA's policy and procedures for ownership of pets in elderly and disabled units as well as in family units, and to ensure that no applicant or resident is discriminated against regarding admission or continued occupancy because of ownership of pets. IHA also establishes reasonable rules governing the keeping of common household pets.

**Nothing in this policy or the dwelling lease limits or impairs the right of persons with disabilities to own animals that are considered a disability service or companion animal.**

In accordance with Section 526 of the Quality Housing and Work Responsibility Act of 1998 (QHWRA), IHA hereby sets forth rules and regulations concerning pet ownership in its public housing units. Only "common household pets" as defined herein will be permitted in IHA owned properties.

This Pet Policy does not apply to service animals that assist persons with disabilities. This exclusion applies to both service animals that reside in the Housing Authority's developments and service animals that visit the developments. However, owners of service animals are subject to State and local public health, animal control, and anti-cruelty laws.

All pets must be registered with the Housing Authority Site Office (including service animals) before they are brought onto the premises. Registration includes a certificate signed by a licensed veterinarian or a State or local authority that the pet has received all inoculations required by State or local law, and that the pet has no communicable diseases and is pest-free.

**The IHA will not refuse to register a pet based on the determination that the pet owner is financially unable to care for the pet.**

**The IHA will refuse to register a pet if the pet is not a common household pet as defined in this policy; keeping the pet would violate any Pet Rules; or the pet owner fails to provide complete pet registration information.**

**If the IHA refuses to register a pet, a written notification will be sent to the pet owner stating the reason for denial and shall be served in accordance with HUD Notice requirements incorporated into the lease and the pet owner could request an Informal Hearing over the matter.**

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Tenants must receive a written permit to keep any animal on or about the premises. This privilege may be revoked at any time, at the IHA's discretion, if the owner is unable to care for the animal, if the animal becomes destructive or a nuisance to others, or the owner fails to comply with the following:

- Tenants shall pay a \$300.00 refundable Pet Deposit for a dog or a cat to cover damage to the dwelling unit and other Housing Authority property. The Housing Authority will refund the unused portion of the Deposit to the resident within 30-days after the resident either: (a) moves from the property; or (b) no longer has a pet present in the dwelling unit.
- Registration must be renewed annually and will be coordinated with the Annual Re-Certification date.
- The pet must not pose a threat to the health and safety of others. IHA Site Management shall reasonably determine whether the pet poses such threat. The pet's temperament and behavior will be considered as factors in making this determination.
- Maximum number of pets is one (1) with the exception of fish, turtles, and birds. Permitted pets are common household pets, which include dogs, cats, rabbits, birds, hamsters, guinea pigs, gerbils, turtles, and fish. Dogs' and cats' adult weight must be less than 25 pounds. Fish aquariums and other enclosures must not be larger than 18'' wide, 24'' long, and 24'' deep.
- The pet owner is responsible for the care and welfare of the pet during any absence away from the dwelling unit.
- Pets left unattended for twenty-four (24) hours or more will be removed and transferred to the proper local authorities, and the Housing Authority accepts no responsibility for the health or care of the pet under such circumstances.

If the resident leaves the unit overnight and desires to have another resident care for the pet in the other resident's unit, the pet owner must inform the Site Management Staff of these arrangements and the other resident must provide management with a signed written agreement to abide by these pet policies. In such cases, it shall be the pet owner's responsibility to pay for any damages caused by the pet to the other unit.

- When applying for a pet permit, the resident is required to furnish a signed agreement from two responsible parties that will care for the pet if the resident was to pass away, become incapacitated, or is otherwise unable to care for the pet. If both such persons are unavailable or unwilling to care for the pet (when necessary) the IHA staff may contact the appropriate City Authority (or designated agent) to remove and care for the pet.
- Dogs and cats must be neutered or spayed. If such animals are not spayed, and have offspring, the Tenant is in violation of this rule. Cats must be de-clawed prior to bring the cat into the unit, unless the cat is too young to be de-clawed. In that case, the cat would be required to be de-clawed with 3-6 month of age of the cat. Dogs and cats shall remain inside a Tenant's unit unless they are on a leash. Birds, turtles, and rodents must be confined to a cage at all times.

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- Pets will not be allowed in the lobby areas, community rooms, laundry rooms, porches, balconies, halls, elevators, etc., except in the owner's arms, portable enclosure, or on a leash.
  - Pets shall be kept on a leash at all times while on exterior property of the Housing Authority with a responsible person in attendance. Pets must not be left outside the building alone, staked out or caged in the yard, porches, or balconies at any time.
  - Owner(s) must immediately pick up and bag feces dropped on interior or exterior property of the Housing Authority. Droppings must be flushed down a toilet or disposed of in a sanitary manner. Trash chutes or trash compactors at Pleasant Heights and Southview Manor must never be used to dispose of pet excrement or related waste matter. If Housing Authority staff must dispose of pet waste, a set fee per incident listed in the *Tenant Charges List*, will be made to the owner. If a Housing Authority staff person has to clean up pet waste, a time and material charge may be made to the owner.
  - Residents shall take adequate precautions to eliminate any pet odors within or around unit and maintain unit in a sanitary condition at all times.
  - Cats are to use litter boxes, which must be kept in the resident's unit. Residents must not allow waste to accumulate. Used cat litter must be bagged and disposed of. Never flush cat litter down the toilet or drains.
  - Visitors' pets will not be allowed in the building. Pets not owned by a resident are excluded from all developments.
  - Residents are prohibited from feeding stray animals. The feeding of stray animals shall constitute having a pet without permission of IHA.
  - Residents shall be able to install a reasonable small fence from the bottom rail to the patio. A resident must contact and get the fence style approved by IHA Management *before* installation occurs. Approval must come to the resident, in writing, by the IHA Management.
  - Residents who violate this policy are subject to: (a) being required to remove the pet within 30 days of notice by the IHA; or (b) eviction.

A common household pet, for the purposes of IHA's conventional housing program: A domesticated animal, such as a dog, cat, bird, or fish that is traditionally kept in the home for pleasure rather than for commercial or breeding purposes. Common household pet does not include reptiles. This definition shall not include animals that are used to assist persons with disabilities.

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**A. EXCLUSION FROM THE PET POLICY FOR ANIMALS THAT ASSIST PERSONS WITH DISABILITIES (FHEO 2013-01)**

FHEO Notice 2013-01 explains certain obligations of housing providers under the Fair Housing Act (Act), Section 504 of the Rehabilitation Act of 1973 (Section 504), and the Americans with Disabilities Act (ADA) with respect to animals that provide assistance to individuals with disabilities. The Department of Justice's (DOJ) amendments to its regulations' for Titles H& III of the ADA limit the definition of "service animal" under the ADA to include only dogs (and small horses), and further define "service animal" to exclude emotional support animals.

This definition, however, does not limit IHA's obligation to make reasonable accommodations for assistance animals under the Act or Section 504. Persons with disabilities may request a reasonable accommodation for any assistance animal, including an emotional support animal, under both the Act and Section 504. In situations where the ADA and the Act/Section 504 apply simultaneously (e.g., a public housing agency, sales or leasing offices, or housing associated with a university or other place of education), housing providers must meet their obligations under both the reasonable accommodation standard of the Act/Section 504 and the service animal provisions of the ADA

IHA's Pet Policy shall neither apply to animals that are used to assist persons with disabilities and their assistance animals, who visit IHA's developments and dwelling units. Pet policies do not apply to either service animals or companion animals. 24 CFR 5; 24 CFR 960.705. Residents with an animal that assists persons with disabilities must still comply with all other conditions of the lease, including but not limited to; maintaining property, fulfilling housekeeping and not disturbing other resident's peaceful enjoyment of the property.

IHA must grant this exclusion if the following is provided:

- The resident or prospective resident verifies that they are persons with disabilities by completing IHA's reasonable accommodation process.
- The animal has been trained to assist persons with the specific disability (example, guide dog); and
- The animal actually assists the person with a disability.

Note: Written certification of training for the animal is not required, nor should it be requested.

Certain entities will be subject to both the service animal requirements of the ADA and the reasonable accommodation provisions of the Act and/or Section 504. These entities include, but are not limited to, public housing agencies and some places of public accommodation, such as rental offices, shelters, residential homes, some types of multifamily housing, assisted living facilities, and housing at places of education. IHA will ensure compliance with all relevant civil rights laws. As noted above, compliance with the Act and Section 504 does not ensure compliance with the ADA. Similarly, compliance with the ADA's regulations does not ensure compliance with the Act or Section 504. The preambles to DOJ's 2010 Title II and Title III ADA regulations state that public entities or public accommodations that operate housing facilities "may not use the ADA definition [of "service animal"] as a justification for reducing their Act obligations. IHA will apply this standard.

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**Companion Service Animal**

Distinction is hereby given to "companion animals" and "service animals." If the animal does not have specific disability related training but is necessary in coping with the disability (for instance, if the animal provides emotional support to a person with a panic disorder), the animal is a "companion animal" not a "service animal."

A "service animal" means any guide dog, signal dog, or other animal individually trained to provide assistance to an individual with a disability. Service animals are equivalent to other "auxiliary aids" such as wheelchairs and eyeglasses, and as such must be permitted. 24 CFR 5.303; 28 CFR 36.104.

When an applicant or resident with a disability asserts and can verify that an animal is a companion or service animal for his/her disability, the applicant should make a request for a reasonable accommodation; specifically, to be allowed to keep the animal by completing IHA's reasonable accommodation process.

IHA will require verification that the applicant is a "qualified individual with handicaps" as defined by 24 CFR 8.3, and that the animal is necessary in coping or assisting with the disability.

Upon receipt of verifications, IHA will approve the animal.

Residents requiring more than one animal as either a "companion animal" or "service animal" must request the animal by completing IHA's reasonable accommodation process.

**B. MANDATORY RULES FOR RESIDENTS WITH PETS**

In accordance with 24 CFR 960.707, IHA hereby sets forth the following rules for pet ownership in its conventional housing units:

**Registration**

1. The Resident must request and receive written formal approval from the IHA prior to bringing the common household pet, (hereinafter referred to as "pet") on the premises. The pet request shall be made on the standard form "Pet Occupancy Request/Registration Form"
2. Registration of the pet shall include a photograph that is retained on file with IHA PM Form. The photograph will be utilized to confirm identity of the pet in case of emergency and to ensure that the same pet registered is the pet occupying the resident's dwelling unit.
3. Residents registering pets that are not fully-grown at the execution of the initial Pet Addendum will be required to report back to the development office at the first year anniversary of the agreement in order that the pet may be re-photographed for identification purposes.
4. At the time of registration, Resident must provide information sufficient to identify the pet and to demonstrate that it is a common household pet. .
5. The name, address, and phone number of one or more responsible parties who will care for the pet

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if the pet owner dies, is incapacitated, or is otherwise unable to care for the pet must be provided at the time of registration.

6. A Pet Policy Addendum must be completed and signed prior to the pet being allowed in the unit.
7. Pet Deposits or Pet Fees must be current in accordance with the pet provisions.
8. There is a limit on the number of pets and the resident is in compliance with all provisions.
9. No visiting pets are allowed on IHA property.

### **Dogs**

1. If the pet is a dog, it shall not weigh more than 25 pounds (fully grown)
2. Must adhere to the breed restrictions in this policy
3. Must be spayed or neutered, must be housebroken, must have all inoculations and must be licensed as specified now or in the future by State law or local ordinance
4. Doghouses located outside any dwelling unit are prohibited.

### **Cats**

1. The weight of a cat cannot exceed twenty (25) pounds (fully-grown).
2. The resident must provide waterproof and leak proof litter boxes for cat waste, which must be kept inside the dwelling unit. Litter boxes must be changed twice per week at a minimum. Cardboard boxes are not acceptable and will not be approved. The resident shall not permit refuse from litter boxes to accumulate, become odorous, to become unsightly, or unsanitary.
3. Must be spayed or neutered, must be housebroken, must have all inoculations and must be licensed as specified now or in the future by State law or local ordinance.

### **Dog/Cat - Spaying and Neutering**

If the pet is a dog or cat, it must be spayed/neutered by six months of age. Evidence of spaying/neutering can be proved by a statement/bill from a licensed veterinarian and/or staff of the Humane Society or by means of the veterinarian certification.

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**Birds**

1. Maximum number: 2
2. Must be enclosed in a cage at all times.

**Fish**

If the pet is fish, the aquarium must be twenty (20) gallons or less, and the container must be placed in a safe location in the unit. The resident is limited to one container for fish; however, there is no limit on the number of fish that can be maintained in the container as long as the container is maintained in a safe and non-hazardous manner. Residents shall be responsible for any damage caused by leakage or spillage from the aquarium or fish bowl. The aquariums must be on a provable stand that is stable and cannot be easily pushed over.

**Rodents (Guinea pig, hamster, or gerbil ONLY; mice and rats are not allowed.)**

1. Maximum number 1
2. Must be enclosed in an acceptable cage at all times Must have any or all inoculations as specified now or in the future by State law or local ordinance.

**Turtles (Allowed)**

1. Maximum number 1
2. Must be enclosed in an acceptable area at all times.

**Inoculations/Vaccinations**

If the pet is a cat, dog, or other four-legged animal, it must have received rabies and distemper inoculations or boosters, as applicable. The resident shall provide the IHA with evidence of inoculations certified by a licensed veterinarian or a State or local authority empowered to inoculate animals (or designated agent of such an authority) stating that the pet has received all inoculations required by applicable State and local law. Said certification may be provided on the veterinarian's statement/bill.

**Licensing**

1. Licensing of all dogs shall be required in accordance with applicable State and local law on an annual basis. The dog must always wear a license with owner's name, address and telephone number.
2. In the event that applicable State or local law changes with reference to licensing of any and all pets, IHA will require its residents to comply upon appropriate notice.

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### Sanitary Conditions

The pet rules shall prescribe sanitary standards to govern the disposal of pet waste. These rules are as follows:

- Resident shall be responsible for immediately disposing of all animal waste excreted inside the development building or on the development grounds.
- Pet waste may be disposed in designated areas for the development (pet waste stations, trash can, or dumpsters).
- Waste must be placed in a plastic bag, tightly secured and deposited in a dumpster or properly disposed as stated above.
- Poorly disposed waste will not be tolerated and will be subject to a charge per incident.
- Each time a pet owner fails to remove pet waste in accordance with this rule, a charge will be levied to the resident's account.
- Conditions outlined in Cats #2, above, pertaining to cat waste shall also prevail.

### General Provisions

1. All pets must be housed within the unit and no facilities can be constructed outside of the unit for any pet.
2. Costs incurred by IHA for **extermination of fleas, ticks, and other animal related pests**, will be deducted from the pet security deposit after either the pet is removed or the resident vacates. Residents are encouraged to use flea controls to get rid of fleas and other animal-related pests on an "as needed" basis.
3. Pet(s) shall not disturb, interfere or diminish the peaceful enjoyment of other residents. The terms, "disturb, interfere or diminish" shall include but is not limited to: barking, meowing, crying, howling, chirping, biting, scratching and other like activities. This includes any pets that make noise continuously and/or incessantly for a period of 10 minutes or intermittently for one-half hour or more and therefore disturbs any person at any time of the day or night. The IHA will terminate this authorization if a pet disturbs other residents under this section of the lease addendum. The resident will be given one week to make other arrangements for the care of the pet or the dwelling lease will be terminated.
4. Each pet must be maintained responsibly and in accordance with this pet ownership lease addendum and in accordance with all applicable ordinances, state and local public health, animal control, and animal anti-cruelty laws and regulations governing pet ownership.
5. Pets may not be bred or used for any commercial purposes on IHA property.



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**C. CONTROL OF ANIMAL**

1. No animal shall be permitted to be loose and if the pet is taken outside it must be taken outside on a leash **no longer than five (5') feet** and kept off lawns designated to other residents. Retractable leashes are prohibited. Animals cannot be tied on IHA property- for example- tied to clothes pole, fixture or tree.
2. All authorized pet(s) must be under the control of an adult leaseholder. An unleashed pet, or one tied to a fixed object, is not under the control of an adult. IHA staff will contact the local Humane Society or dog warden in the event pets are found to be unleashed, or leashed and unattended, on IHA property. It shall be the responsibility of the resident to reclaim the pet and at the expense of the resident.
3. The resident pet owner shall have canine pets restrained so that maintenance can be performed in the dwelling unit. The resident **shall** whenever an inspection or maintenance is scheduled, either be at home or shall have all animals restrained or caged. If a maintenance person enters an apartment where an animal is not restrained, maintenance shall not be performed, and the resident pet owner shall be charged a set fee that is listed in the ***Tenant Charges List***. If the situation again occurs, the pet shall be removed from the premises. Pets that are not caged or properly restrained will be impounded and reported to the local Humane Society for removal. It shall be the responsibility of the resident pet owner to reclaim the pet at the expense of the resident. The Housing Authority shall not be responsible if any animal escapes from the residence due to its maintenance, inspections, or other activities.

**D. UNATTENDED PETS**

Pet(s) may not be left unattended for more than twenty-four (24) consecutive hours. If it is reported to IHA staff that a pet has been left unattended for more than a twenty-four (24) hour period, IHA staff may enter the unit and remove the pet and transfer the pet to the humane society. Any expense to remove and reclaim the pet from any facility will be the responsibility of the resident.

**E. PROHIBITED PETS**

1. IHA will forbid the following kinds of animals from being kept as pets on any of its properties: Pit Bull, Rottweiler, German Shepherd, Husky, Chow, Doberman Pinscher or any species considered vicious, intimidating, or kept for the purpose of training for fighting or wagering of bets (i.e. roosters for “cockfighting”, etc.). IHA forbids the keeping of animals that have had their vocal cords cut, by a process commonly known as “debarking.” If one of the forbidden breeds above is brought onto IHA properties, the resident will be held responsible and charged a set fee per occurrence listed in the ***Tenant Charges List***. Any other unauthorized pets brought onto the IHA properties will be charged a set fee per occurrence, listed in the ***Tenant Charges List***.

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2. Exotic pets or barnyard animals are prohibited. (Snakes and reptiles are considered exotic pets.) (exception is a small horse that is a reasonable accommodation service animal)
  3. Animals who would be allowed to produce offspring for sale.
  4. Wild animals, feral animals, and any other animals that are unamenable to routine human handling.
  5. Animals of species commonly used on farms.
  6. Non-human primates.
  7. Animals whose climatologically needs cannot be met in the unaltered environment of the individual dwelling unit.
  8. Pot-bellied pigs, or goats.
  9. Snakes, lizards, spiders, chickens.
  10. The following restrictions apply to pets, based on weight, size and inherent dangerousness, including prohibitions against the keeping of:
    - Any animals whose weight could exceed the policy maximum weight and size by adulthood.
    - Ferrets or other animals whose natural protective mechanisms pose a risk to small children of serious bites and lacerations.
    - Hedgehogs or other animals whose protective instincts and natural body armor produce a risk to children of serious puncture injuries.
    - Chicks or other animals that pose a significant risk of salmonella infection to those who handle them.
    - Pigeons, doves, mynah birds, psittacoses birds, and birds of other species that are hosts to the organisms causing psittacosis in humans.

**Tenants must adhere to the restrictions on numbers and types of pets.**

## **F. PET POLICY VIOLATION PROCEDURES**

IHA reserves the right to require residents to remove any pet from the premises whose conduct (noise, biting, breeding, etc.) or condition is duly determined to constitute a nuisance or a threat to the health or safety of the other occupants or pets of the development, neighbors, staff, or visitors. IHA reserves the right to remove such a pet in the event that the pet owner does not or cannot remove the pet.

### **Notice of Pet Policy Violation**

If IHA determines on the basis of objective facts, supported by written statements, that a pet owner has violated a rule governing the owning or keeping of pets:

- IHA may serve a written notice of Pet Policy violation on the pet owner in accordance with the

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dwelling lease. The notice of pet rule violation must:

1. Contain a brief statement of the factual basis for the determination and the pet rule or rules alleged to be violated;
2. State that the pet owner has five (5) days from the effective date of service of the notice to correct the violation (including, in appropriate circumstances, removal of the pet) or to make a written request for a meeting to discuss the violation;
3. State that the pet owner is entitled to be accompanied by another person of his or her choice at the meeting; and
4. State that the pet owner's failure to correct the violation, to request a meeting, or to appear at a requested meeting may result in initiation of procedures to terminate the pet owner's tenancy.

### **Pet Policy Violation Private Conference**

If the pet owner makes a timely request for a private conference to discuss an alleged Pet Policy violation, IHA shall establish a mutually agreeable time and place for the private conference but no later than three (3) days from the effective date of service of the notice of Pet Policy violation.

At the pet rule violation private conference, the pet owner and IHA representative shall discuss any alleged Pet Policy violation and attempt to correct it. IHA may, as a result of the meeting, give the pet owner additional time to correct the violation.

### **Notice for Pet Removal**

If the pet owner and IHA are unable to resolve the Pet Policy violation at the pet rule violation private conference, or if a representative of IHA staff determines that the pet owner has failed to correct the Pet Policy violation within any additional time provided herein, the IHA may serve a written notice on the pet owner in accordance with Section of the Dwelling Lease or at the private conference, if appropriate, requiring the pet owner to remove the pet. The notice must:

1. Contain a brief statement of the factual basis for the determination and the Pet Policy or rules that have been violated;
2. State that the pet owner must remove the pet within five (5) days of the effective date of service of the notice of pet removal (or the private conference, if notice is served at the private conference); and
3. State that failure to remove the pet may result in initiation of procedures to terminate the pet owner's tenancy.

### **Initiation of Procedures to Remove a Pet or Terminate the Pet Owner's Tenancy**

IHA may not initiate procedures to terminate a pet owner's tenancy based on a Pet Policy violation,

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unless:

1. The pet owner has failed to remove the pet or correct a pet rule violation within the applicable time period specified in this section (including any additional time permitted by the owner); and
2. The Pet Policy violation is sufficient to begin procedures to terminate the pet owner's tenancy under the terms of the lease and applicable regulations.

IHA may initiate procedures to remove a pet under 24 CFR 5.327 (threat to health and safety) at any time, in accordance with the provisions of applicable State or local law.

## **G. SCHEDULE OF PET FEES AND INITIAL DEPOSIT**

### **FEE AND DEPOSIT SCHEDULE**

(A Pet Fee and One Time Deposit is required for each pet at the time of registration)

Type of Pet	Fee	Deposit
Dog	\$0	\$300
Cat	\$0	\$300
Fish Aquarium	\$100	\$200
Fish Bowl (Requires no power and no larger than two gallons)	\$0	\$0
Caged Pets	\$0	\$0

Note: The above schedule is applicable for each pet; therefore, if a resident pet owner has more than one pet he or she must pay the applicable fee and deposit for each pet.

ALL PET AGREEMENTS SIGNED WITH RESIDENTS OF IHA PRIOR TO THE ADOPTION OF THIS POLICY ARE NOT SUBJECT TO PAYING ADDITIONAL DEPOSIT AMOUNTS OR FEE REQUIREMENTS. RESIDENTS SIGNING PET POLICY ADDENDUM'S FOLLOWING THE ADOPTION OF THIS POLICY WILL BE SUBJECT TO PAYING FEES FOR ANY NEW OR ADDITIONAL PETS.

The entire fee (subject to the exception listed below) must be paid prior to the execution of the Pet Policy Addendum or in accordance with this policy. No pet shall be allowed in the unit prior to the completion of the terms of this Pet Policy.

The Pet fee shall be paid at the time of approval of the pet and all proof of inoculations and other requirements shall be made available to the IHA at such time. The Pet Fee is not reimbursable nor will it be prorated in the event of move-out before the annual reexamination date. The pet deposit made shall be utilized to offset damages caused by the pet and/or tenant. Any balance, if any, from the deposit will be refunded to the tenant. ***THERE SHALL BE NO REFUND OF THE PET FEE.***

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## Pet Deposits

IHA will allow lump sum payment of the deposit prior to the approval of the pet:

- IHA reserves the right to change or increase the required deposit by amendment to these rules.
- IHA will refund the Pet Deposit to the tenant, less any damage caused by the pet to the dwelling unit, upon removal of the pet or the owner from the unit.
- IHA will return the Pet Deposit to the former tenant or to the person designated by the former tenant in the event of the former tenant's incapacitation or death.
- IHA will provide the tenant or designee identified above with a written list of any charges against the pet deposit. If the tenant disagrees with the amount charged to the pet deposit, IHA will provide a meeting to discuss the charges.

All reasonable expenses incurred by IHA as a result of damages directly attributable to the presence of the pet in the project will be the responsibility of the resident, including:

- The cost of repairs and replacements to the resident's dwelling unit;
- Fumigation of the dwelling unit;
- Common areas of the project.

Pet Deposits are not a part of rent payable by the resident.

Any damage to the apartment, building, grounds, flooring, walls, trim, finishes, tiles, carpeting, or stains thereon, will be the full responsibility of the resident and the resident agrees to pay any costs involved in restoring the apartment to its original condition.

If IHA finds a residual odor problem left in the apartment, the resident agrees to pay for the cost of any and all materials or chemicals needed to repair to remove the odor. If odor removal fails, the resident agrees to pay for replacement of carpeting, padding, wallboard, baseboard, etc., as is deemed necessary. The resident also agrees to abide by management's decision as to what is necessary.

It shall be a serious violation of the lease for any resident to have a pet without proper approval and without having complied with the terms of this policy. Such violation shall be considered to be a violation of the lease (a serious violation) and the IHA will issue a termination notice in accordance with of the dwelling lease. The resident pet owner will be entitled to a grievance hearing in accordance with the provisions of the dwelling lease.

**It shall be a serious violation of the lease for any resident to have a pet without proper approval and without having complied with the terms of this policy. Such violation shall be considered to be a serious violation of the lease and this Addendum and the Housing Authority will issue a termination notice. The resident will be entitled to a grievance hearing in accordance with the provisions of the dwelling lease.**

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**First offense, would be a set fee listed in the Tenant Charges List. Second offense, would be termination of lease.**

It is understood and agreed that IHA is not responsible for any damages caused by the pet including but not limited to: bites and scratches to residents, neighbors, visitors, staff, IHA contractors, and others who are lawfully on the IHA's premises or other pets or service animals.

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**H. FORMS**

Preliminary Request for a Reasonable Accommodation

Leaseholder/Resident/Advocate Name: \_\_\_\_\_ S.S. #: \_\_\_\_\_

Current Address: \_\_\_\_\_ Move-In Date: \_\_\_\_\_

# of Bedrooms: \_\_ Member of Household Accommodation is requested for: \_\_\_\_\_

A reasonable accommodation is needed because:

The accommodation will:

\_\_\_\_\_ Help you live in the housing or take part in IHA's program;

\_\_\_\_\_ Help you meet the lease requirements of IHA's program;

\_\_\_\_\_ Help you meet other requirements of IHA's program.

**Do not tell the IHA the name of your disability or the nature or extent of your disability.**

Physician/Health Care Provider name, address and telephone number:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Other comments you would like to make regarding this request: \_\_\_\_\_

\_\_\_\_\_

By signing below you confirm the accuracy of the information submitted above. You will be mailed by the IHA an "Authorization for Release of Medical Information" which will be forwarded to your physician. Your physician will then be required to confirm your eligibility and justify your request for IHA.

Once this process has been completed, IHA will be in contact with you regarding the status of your request, which is based on medical reasons.

\_\_\_\_\_

Leaseholder/Resident Signature

Phone Number

Date of Request

Do not write below line

\_\_\_\_\_

For Office Use Only

IHA's Signature: \_\_\_\_\_

Date Received by IHA: \_\_\_\_\_

Date Authorization for Release of Medical Information sent to Leaseholder/Resident: \_\_\_\_\_

Date Medical Justification Letter sent to physician/health care provider: \_\_\_\_\_

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**AUTHORIZATION FOR RELEASE OF MEDICAL INFORMATION**

To: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(Name & Address of Medical Provider)

RE: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

The undersigned hereby authorizes you to verify, to the IHA, whether the undersigned is an individual with handicaps as defined by 24 CFR 8.3. The undersigned also authorizes you to disclose to the IHA, the undersigned's need, if any, for an accessible feature (reasonable modification) to the undersigned's unit and/or a change in IHA's policies and/or procedures (reasonable accommodation) so that the undersigned may have an equal opportunity to use and enjoy his/her dwelling unit. The undersigned further authorizes you to disclose, to the IHA, exactly what is requested to accommodate the limitations imposed by the undersigned's handicaps, if any. However, you are not authorized to provide access to confidential medical records or disclose the specific handicaps to the IHA.

I hereby waive and release you from any restrictions imposed by law in disclosing any professional observation or communication to the IHA that is within the scope of this authorization.

This authorization is valid for ninety (90) days. A photocopy of this authorization shall be as effective as the original.

\_\_\_\_\_ / \_\_\_\_\_

Date                      Signature



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**DEFINITIONS PRIVATE**

To: Doctor/Other Qualified Person

**Pursuant to 24 CFR 8.3, the definition of an individual with handicaps is provided below:**

Individual with handicaps means any person who has a physical or mental impairment that substantially limits one or more major life activities; has a record of such an impairment; or is regarded as having such an impairment. For purposes of employment, this term does not include: Any individual who is an alcoholic or drug abuser whose current use of alcohol or drugs prevents the individual from performing the duties of the job in question, or whose employment, by reason of current alcohol or drug abuse, would constitute a direct threat to property or the safety of others; or any individual who has a currently contagious disease or infection and who, by reason of such disease or infection, would constitute a direct threat to the health or safety of other individuals or who, by reason of the currently contagious disease or infection, is unable to perform the duties of the job. For purposes of other programs and activities, the term does not include any individual who is an alcoholic or drug abuser whose current use of alcohol or drugs prevents the individual from participating in the program or activity in question, or whose participation, by reason of such current alcohol or drug abuse, would constitute a direct threat to property or the safety of others. As used in this definition, the phrase:

(a) Physical or mental impairment includes:

- (1) Any physiological disorder or condition, cosmetic disfigurement, or anatomical loss affecting one or more of the following body systems: Neurological; musculoskeletal; special sense organs; respiratory, including speech organs; cardiovascular; reproductive; digestive; genito-urinary; hemic and lymphatic; skin; and endocrine; or
  - (2) Any mental or psychological disorder, such as mental retardation, organic brain syndrome, emotional or mental illness, and specific learning disabilities. The term physical or mental impairment includes, but is not limited to, such diseases and conditions as orthopedic, visual, speech and hearing impairments, cerebral palsy, autism, epilepsy, muscular dystrophy, multiple sclerosis, cancer, heart disease, diabetes, mental retardation, emotional illness, drug addiction and alcoholism.
- (b) Major life activities means functions such as caring for one's self, performing manual tasks, walking, seeing, hearing, speaking, breathing, learning and working.
- (c) Has a record of such an impairment means has a history of, or has been misclassified as having, a mental or physical impairment that substantially limits one or more major life activities.
- (d) Is regarded as having an impairment means:
- (1) Has a physical or mental impairment that does not substantially limit one or more major life activities but that is treated by a recipient as constituting such a limitation;
  - (2) Has a physical or mental impairment that substantially limits one or more major life activities only as a result of the attitudes of others toward such impairment; or
  - (3) Has none of the impairments defined in paragraph (a) of this section but is treated by a recipient as having such an impairment.

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PET OCCUPANCY REQUEST/REGISTRATION FORM

Resident Name: \_\_\_\_\_

Resident Address: \_\_\_\_\_

Resident Home Phone Number: \_\_\_\_\_

Resident Work Phone Number: \_\_\_\_\_

Alternate Pet Contact: \_\_\_\_\_

Address of alternate pet contact/care giver: \_\_\_\_\_

Home Phone Number: \_\_\_\_\_ Work Phone Number: \_\_\_\_\_

(List more than one, if applicable)

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(To be completed by Veterinarian)

Description of Pet:

Name: \_\_\_\_\_ Breed: \_\_\_\_\_

Age: \_\_\_\_\_ Color: \_\_\_\_\_

Additional Markings/Information: \_\_\_\_\_

Height: \_\_\_\_\_ Weight: \_\_\_\_\_

Projected Weight at full growth: \_\_\_\_\_

\_\_\_\_\_  
Veterinarian's Signature

\_\_\_\_\_  
Date

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**PET OCCUPANCY REGISTRATION FORM**

Resident Name: \_\_\_\_\_

Resident Address: \_\_\_\_\_

Resident Home Phone Number: \_\_\_\_\_

Resident Work Phone Number: \_\_\_\_\_

Alternate Pet Contact: \_\_\_\_\_

Address of alternate pet contact/care giver: \_\_\_\_\_

Home Phone Number: \_\_\_\_\_ Work Phone Number: \_\_\_\_\_

(List more than one, if applicable)

**Description of Pet:**

Name: \_\_\_\_\_ Breed: \_\_\_\_\_

Age: \_\_\_\_\_ Color: \_\_\_\_\_

Additional Markings/Information: \_\_\_\_\_

\_\_\_\_\_

Height: \_\_\_\_\_ Weight: \_\_\_\_\_

Projected Weight at full growth: \_\_\_\_\_

License No.: \_\_\_\_\_

Copy of License/Tag obtained:  Yes  No

Picture of Pet is to be attached to this form.

**Veterinarian Information/Certifications:**

Name of Veterinarian: \_\_\_\_\_

Address: \_\_\_\_\_

Phone No.: \_\_\_\_\_

Certification of Inoculations: \_\_\_\_\_

Dated: \_\_\_\_\_

Date spayed or neutered: \_\_\_\_\_

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How long has resident owned this pet? \_\_\_\_\_

Has your pet lived in rental housing before? \_\_\_\_\_ Yes \_\_\_\_\_ No

If so, fill in the following:

Name of apartment complex: \_\_\_\_\_

Manager's Name: \_\_\_\_\_

Phone No.: \_\_\_\_\_

Registration of all pets must be submitted to the Management Office before the pet is permitted on the premises.

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Signature

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Date

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Pet Photographed by: \_\_\_\_\_

IHA Staff

Date

Resident has paid the appropriate Pet Deposit and Annual fee for the pet(s) being registered.

\_\_\_\_\_ Yes \_\_\_\_\_ No

Pet identification sticker affixed to unit door/window:

By: \_\_\_\_\_

IHA Staff

Date

