

HOUSING AUTHORITY OF THE CITY OF ERIE

PET POLICY AND PROCEDURES

PURPOSE

The purpose of this pet policy and procedures is to permit pet ownership by residents of public housing and C. Ted Dombrowski, owned and managed by the Housing Authority of the City of Erie (HACE). Pet ownership is subject to compliance with reasonable requirements established by HACE. A resident may own one common household pet provided, (1) the resident maintains their pet responsibly; (2) in accordance with applicable state and local public health, animal control, and animal anti-cruelty laws and regulations; and (3) in accordance with the policies established in HACE's Annual Plan for the Agency.

SECTION 1 – DEFINITION OF PET AND NUMBER PER UNIT

For purposes of this policy and procedures, a common household pet is defined as a domesticated animal, such as a dog, cat, bird, rodent (including a rabbit), fish, or turtle that is traditionally kept in the home for pleasure rather than for commercial purposes. If this definition conflicts with any applicable State or local law or regulation defining the pets that may be owned or kept in dwelling accommodations, the State or local law or regulations shall apply. This definition does not include animals that are used to assist persons with a disability. No other type of pet is permitted. Any other pet will be refused registration.

SECTION 2 – PRE-REGISTRATION REQUIRED PRIOR TO ADMISSION

At least (10) days before the pet is to be brought into the unit (other than fish or bird), such pet must be registered with HACE by submitting the completed Pet Registration form (attached). Registration must show type of pet, recent picture, name, age, license number (dogs only), and current inoculation information, name and address of pet's veterinarian, plus a signed responsibility form showing the name of three (3) persons to call to come get the pet in the event of the Resident's illness or death (see Section 4). Pet registration information must be updated annually at recertification time.

If the Resident fails to provide complete pet registration information or fails to update the pet registration annually, the pet will not be permitted on the premises. Furthermore, if HACE reasonably determines, based on a pet application, the Resident's housekeeping habits and practices, or the Resident's health, that such person will be unable to comply fully with these pet regulations, the pet will be denied admission. A notice will be sent to the Resident stating the basis for Landlord's determination.

SECTION 3 – REQUIRED UPDATE OF REGISTRATION

Each pet's registration must be updated once each year at the time of the Resident's annual recertification. Updated annual registration will include:

- a. verification that the dog license is in effect and has been renewed for the current year;
- b. proof of any vaccines that are required for such pet and that all are current; and

c. reviewing the pet responsibility form with the resident to see that the three persons listed are still correct and that there has been no change in either addresses or telephone numbers.

SECTION 4 – PET RESPONSIBILITY FORM

Prior to pet admission, the Resident must complete and sign a written pet responsibility form (attached) showing the name, address, and telephone number of three (3) local persons who will retrieve the pet in the event of the Resident’s illness, vacation, or death. The responsibility form must be renewed each year at annual recertification.

SECTION 5 – PET DEPOSIT

Any (dog or cat) owner must pay a \$100 refundable pet deposit to cover costs that may be incurred by HACE for damages caused by the pet. The pet deposit will be refunded when the pet is no longer a part of the residence, and upon inspection of the unit for damages. If damages are repaired during the tenancy, the cost will be billed directly to the resident. If pet related damages are repaired after the unit is vacated, the cost will be deducted from the pet deposit and any balance owed will be billed to the resident. No deposits are required for birds, fish, rodents, or turtle owners.

For dogs and cats that are not spayed or neutered before admission, an additional \$75 deposit is required. This deposit will be refunded when the appropriate spaying or neutering occurs and is verified by a veterinarian. The pet deposit and spay/neuter deposit may be paid in the amount of \$50 when the pet is brought onto the property and \$10 per month thereafter until the deposit is paid in full.

SECTION 6 – PETS - GENERAL CONDITIONS

The Resident agrees to comply with these pet policies and procedures, and understands that violations shall be grounds for removal of the pet and/or termination of the Resident’s tenancy.

- a. No pet may be left unattended, and under no circumstances tied or tethered, outside of the Resident’s unit or building.
- b. Pets are not to be taken into other residents’ unit for any reason.
- c. Pets are never permitted in the building’s public rooms, such as the offices (except for registration), waiting rooms, public bathrooms, youth clubs, or services offices.
- d. Residents shall not alter their unit, inside or outside, to create an enclosure for their pets.
- e. Apartments, storage sheds, and yard areas must be kept clean and free of hair, feathers, seeds, droppings, urine, feces, and odors at all times.
- f. Costs of extermination from fleas, ticks or other animal related pests caused by resident’s pet will be the responsibility of such resident. If the pests migrate to adjacent units in a building, the pet owner will be responsible for extermination in those units also.

g. Residents shall not permit any disturbance by their pet, which would interfere with other Residents' quiet enjoyment of their accommodations. This includes disturbances such as loud barking, howling, scratching, whining, loud chirping, yowling, screeching, or other such activities.

h. Pet waste—Pet waste must be properly disposed of. At no time will pet waste of any type be permitted to remain in yard areas or common areas of the development. It is the owner's responsibility to remove pet waste when it occurs. Pet waste of all types, must be put in tightly-fastened, heavy-duty plastic bags and placed outside in the trash container provided to the resident. High rise residents must place in the dumpster/trash room located on the ground floor. Pet waste should never be deposited in any trash chute. A \$5.00 charge will be levied each time the Resident fails to remove pet waste in accordance with the rules.

i. Whenever a pet is out of the apartment or home for any reason, such pet will be on a leash or a secured carrier. Recapture of a loose pet is the sole responsibility of the Resident. HACE will not be involved or take responsibility for such recapture.

j. Pets that are exercised on any HACE premises must be on a leash at all times.

SECTION 7 – VISITING PETS

Visiting pets are not permitted unless they are a trained service animal being used by a visitor.

SECTION 8 – PROTECTION OF THE PET

If the health or the safety of a pet is threatened by the death or incapacity of the Resident, or by other factors that render the Resident unable to care for the pet, HACE will contact one of the three persons listed on the Pet Responsibility Form. If none of these three responsible people is willing or able to care for the pet or, after reasonable efforts, HACE has been unable to contact one of the three persons, HACE will contact the appropriate state or local agency and request removal of such pet. If there is no state or local agency authorized to remove a pet under these circumstances, HACE, or its designee, will enter the Resident's unit, remove the pet, and place it with a local shelter.

SECTION 9 – OWNER'S ABSENCE

If the Resident is temporarily absent, such as in the hospital or on vacation, HACE must be notified as soon as possible before the Resident leaves with the name of the person who will take total responsibility to regularly care for the pet until the Resident returns. Failure to abide by the above regulations will cause HACE to arrange for removal and care of the pet as stated in Section 8, with the cost for such care the full responsibility of the Resident.

SECTION 10 – PET VIOLATIONS

Loose pets—If a pet gets loose and out of the Resident's premises, the Resident, and not HACE is responsible for damages and recapture. The Resident will immediately clean up any waste and pay the cost of any damages incurred within thirty (30) days of presentation of the bill from HACE.

Notice of pet rule violation—If HACE determines, on the basis of objective facts supported by written statements, that the Resident has violated a rule governing the keeping of pets, HACE will serve a notice to the Resident of the pet rule violation. This notice will be in writing and will:

- a. Contain a brief statement of the factual basis for the determination and the pet rule violations or rules alleged to be violated.
- b. State that the Resident 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).
- c. State that the Resident’s failure to correct the violation, shall result in initiation of such procedures to have the pet removed, or to terminate tenancy, or both.
- d. This notice is subject to HACE’s grievance procedure. However, HACE may, at its sole discretion, require the temporary removal of the pet, until the grievance hearing is held and a decision is made by the hearing officer.

SECTION 11 – PET REMOVAL

If a pet becomes vicious or displays symptoms of severe illness or other behavior that constitutes an immediate threat to the health or safety of the pet or other residents, an authorized agency will be permitted to enter the Resident’s unit, remove the pet, and take such action with respect to the pet as may be permissible under state and local law. HACE is permitted to enter the premises in such case as noted above if anyone of the following situations apply:

- a. The Resident has refused to remove the pet or HACE is unable to contact the Resident to make the removal request.
- b. If the Resident is willing but unable, due to accident or illness, to remove the pet.
- c. If HACE reasonably believes the pet is being abused or neglected.

Notice for pet removal – If HACE determines that the Resident has failed to correct the pet rule violation, HACE may serve a notice to the Resident requiring the Resident to remove the pet. The notice will be in writing and will:

- a. Contain a brief statement of the factual basis for the determination and the pet rule that has been violated.
- b. State that the Resident must remove the pet within 24 hours.
- c. State that failure to remove the pet shall result in initiation of procedures to have the pet removed or evict the Resident for lease violation.

SECTION 12 – DEATH OF PET

Should a pet die on HACE property, it is the responsibility of the Resident to dispose of the pet immediately. If this is not done within one (1) day and HACE must dispose of such pet, the Resident will be responsible for all costs incurred by HACE. Deceased animals may not be buried/disposed of on HACE property, or in a trash container located thereon.

SECTION 13 – UNIT INSPECTION

HACE maintenance personnel will not be permitted to enter the premises housing a dog or cat unless the Resident, or another responsible adult, is home and places the pet on a leash or is under control at all times maintenance personnel are in the unit. Any problems noticed at an inspection, such as damages to the premises or odors, must be rectified by repairs within five (5) days of the inspection. If the Resident has not arranged for repairs within such five (5) day period, HACE will then make the necessary repairs or extermination at the Resident's expense. These charges will be placed on the rent statement and the Resident will have thirty (30) days to pay in full.

SECTION 14.A. – DOGS

In addition to the other rules, the following apply to dogs:

- Puppies must be older than 8 weeks and must be completely housebroken by 12 weeks.
- Proof that the dog is neutered or spayed must be furnished within six (6) months of admission. It is required for dogs to be spayed or neutered.
- Each dog must be licensed by the County of Erie and proof of license renewal is required each year by the Resident. Dogs must wear a collar at all times showing license and owner's name and phone number. Dogs must also wear a flea collar or have proof of flea treatment being used.
- At admission and at each recertification, the Resident must show proof that the dog has had the proper vaccines and/or other shots.
- Dogs cannot be over 20 pounds at maturity. In the case of a puppy, a statement from a veterinarian will be required verifying that normally that type of dog will not be over the size limitations at maturity.
- Dogs must be on a leash at all times when outside of the Resident's home, unless it is in an approved and secured pet carrier.
- In the case that a dog deposits waste on HACE property, the Resident must immediately remove such waste. Waste must be placed in a plastic bag, sealed tightly, and placed in the Resident's outside trash container/dumpster or ground floor trash room.
- Residents will be responsible for any and all damages caused by their dog.
- No dog may stay alone in a unit overnight. It is the responsibility of the Resident, if they have to be away overnight for any reason, to take the pet elsewhere until they return.

- Whenever HACE's employees, or contractors, need to enter the unit, the Resident must be present and the dog must be under resident control.

SECTION 14.B. – CATS

In addition to the other rules, the following apply to cats:

- Kittens must be at least 8 weeks old and using a litterbox by 12 weeks.
- Proof that the cat is neutered or spayed must be furnished within six (6) months of admission. It is required for cats to be spayed or neutered.
- Cats must wear a flea collar or have proof of flea treatment being used.
- At admission and at each recertification, the Resident must show proof that the cat has had the proper vaccines and/or other shots.
- Cats must be on a leash and carried when outside the Resident's apartment or carried in an approved, secured pet carrier.
- The Resident must have a litter box for the cat. Waste must be cleaned daily from the litter box, placed in a tightly-fastened plastic bag, and placed in the outside trash container by the cat owner. Residents of high-rise buildings should place the waste in a plastic bag, sealed tightly, and deposit inside the dumpster located on the ground floor trash room. Waste shall not be deposited in any trash shoot. Cat waste and litter are never to be disposed of in any other way. Please do not flush cat waste/litter down the toilet.
- No cat may stay alone in a unit overnight. It is the responsibility of the Resident if they have to be away overnight to take the pet elsewhere until they return.
- In the case that a cat deposits waste on HACE property, the Resident must immediately remove such waste. Waste must be placed in a plastic bag, sealed tight, and placed in the Resident's outside trash container/dumpster or ground floor trash room.
- Whenever HACE's employees, or contractors, need to enter the unit, the Resident must be present and the cat must be under control at all times.
- Residents will be responsible for any and all damages caused by their cat.

SECTION 14.C. – STRAY DOGS OR CATS

Any stray dog or cat found on Authority property will be removed and placed with a local Animal Shelter. Any unregistered dog or cat on Authority property will be considered as a stray.

SECTION 14.D. – BIRDS

- No more than two (2) birds (parakeets or canaries) to a unit will be permitted.
- The birdcage must be no larger than three (3) feet high and two (2) feet wide.
- Cages must be cleaned daily.
- Debris from cage must be disposed of in a plastic bag, sealed, and placed in the outside trash container or in the first floor trash room.

SECTION 14.E. – FISH

- Only one fish tank is permitted per unit. It is to be no larger than twenty (20) gallons.
- A fishbowl must be cleaned once a week. Fish tanks must be cleaned once a month.
- Fish may not be left alone in the unit over one (1) week, unless arrangements for care have been made by the Resident.
- Residents must be aware, when cleaning or filling fish tanks, that any water damage done to the apartment will be billed to the Resident.

SECTION 14.F. – EMOTIONAL SUPPORT AND SERVICE ANIMALS

These policies and procedures do not apply to emotional support and service animals aiding a Resident. Please see the HACE policy for service and assistance animals.

Attachments:

[📄](#) Pet Registration Form

[📄](#) Pet Responsibility Form

[📄](#) Pet Policy Checklist

HOUSING AUTHORITY OF THE CITY OF ERIE
Pet Registration Form

Date _____

Resident Name _____

Address _____

Type of Pet _____ Age of pet _____ Breed _____

Veterinarian/Hospital Name _____

Address _____

Phone # _____

VETERINARIAN TO FILL OUT THE FOLLOWING:

This pet has had the following necessary inoculations:

which are effective until _____.

I am certifying that this pet is in good health and

has been spayed or neutered on _____.

has NOT been spayed or neutered.

Veterinarians Signature _____ Date _____

As the pet owner, I have read the Pet Policy & Procedures and agree to abide by those regulations. My signed Pet Responsibility Form is attached.

Resident Signature _____ Date _____

Approved by _____ Date _____

Denied by _____ Date _____

HOUSING AUTHORITY OF THE CITY OF ERIE
Pet Responsibility Form

(Must be filled in, signed, and submitted with the Pet Registration Form to the Housing Authority before the pet can be approved.)

As a pet owner residing in a HACE building, I have contacted the following three (3) local persons who have agreed by their signatures to accept the responsibility for removal and/or care of my pet if I become ill or, for any reason, cannot temporarily care for this pet.

1. I have read the Housing Authority Pet Policy and agree to abide by these rules and assume responsibility for the pet _____ (name of pet) owned by _____ in the event the owner is out of town or, for any reason, is not able to continue care of the pet **temporarily**.

Name _____

Phone: _____

Address _____

Signature _____

Date _____

2. I have read the Housing Authority Pet Policy and agree to abide by these rules and assume responsibility for the pet _____ (name of pet) owned by _____ in the event the owner is out of town or, for any reason, is not able to continue care of the pet **temporarily**.

Name _____

Phone: _____

Address _____

Signature _____

Date _____

3. I have read the Housing Authority Pet Policy and agree to abide by these rules and assume responsibility for the pet _____ (name of pet) owned by _____ in the event the owner is out of town or, for any reason, is not able to continue care of the pet **temporarily**.

Name _____

Phone: _____

Address _____

Signature _____

Date _____

HOUSING AUTHORITY OF THE CITY OF ERIE

PET POLICY CHECKLIST

Resident Name: _____

Address: _____

	<u>Yes</u>	<u>No</u>	<u>NA</u>
1. Pet registration form completed	_____	_____	_____
2. Pet responsibility form completed	_____	_____	_____
3. \$100 pet security deposit paid	_____	_____	_____
4. \$75 Spay/Neuter deposit paid	_____	_____	_____
5. Weight of pet within guidelines	_____	_____	_____
6. Current pet license (dogs) and shots	_____	_____	_____
7. Current photograph of pet	_____	_____	_____
8. Authorization letter sent to resident	_____	_____	_____

Manager Signature

Date