



HOUSTON
HOUSING AUTHORITY

Transforming Lives & Communities

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HOUSTON HOUSING AUTHORITY PET OWNERSHIP POLICY

A. EXEMPTION FROM THE PET RULES FOR ASSISTIVE ANIMALS (Service and Companion Animals) for Individuals with Disabilities

The rules contained in this pet policy do not apply to service or companion animals needed by a person with a disability who has a disability-related reason for needing an animal. For these individuals, the Houston Housing Authority (HHA) may require documentation from a qualified medical practitioner limited to:

1. Verification that the person making the request is a person with a disability;
2. Verification that the animal is needed by a person with a disability, either to provide a service or to act as a companion;
3. Verification that the animal owned by the individual with a disability will meet the need identified;
4. Verification that someone in the household is able to care for the animal or that alternative arrangements have been made that will not impair the animal's health or safety; and
5. Verification that the animal is current on any required inoculations.

B. PET RULES

The following rules shall apply for the keeping of common household pets by Residents living in the units operated by the HHA.

1. A common household pet, as authorized by this policy, means a domesticated animal, such as a cat, dog, one fish tank, a rodent, a rabbit, one cage with up to 4 birds, and a turtle, that are kept in the home for pleasure rather than for commercial purposes.
2. Each resident family will be allowed to house only one (1) warm blooded animal at any time, one 10 gallon fish tank, **or** one cage with up to 4 birds. Visiting guests with pets will not be allowed, although guests with service animals are exempt from this prohibition.
3. Each resident must register his/her pet with the Authority/Community **BEFORE** it is brought onto the Authority premises, and must update the registration annually at the annual recertification. The registration will include: (*Appendix I*)
 - i. Information sufficient to identify the pet and to demonstrate that it is a common

- household pet, including a picture;
- ii. A certificate signed by a licensed veterinarian or a State or Local Authority empowered to inoculate animals, stating that the pet has received all inoculations required by applicable State and Local Law;
 - iii. The name, address, and telephone number of one or more responsible parties who will care for the pet if the pet owner dies, is incapacitated, or is otherwise unable to care for the pet.
 - iv. A statement indicating that the pet owner has read the pet rules and agrees to comply with them; (*Appendix 2*)
 - v. The HHA may refuse to register a pet if:
 - (1) The pet is not a common household pet as defined above;
 - (2) The keeping of the pet would violate any applicable pet rule;
 - (3) The pet owner fails to provide complete pet registration information;
 - (4) The pet owner fails to update the pet registration annually;
 - (5) The HHA reasonably determines, based on the pet owners' habits and practices and the pet's temperament, that the pet owner will be unable to keep the pet in compliance with the pet rules and other legal obligations;
 - vi. Financial ability to care for the pet will not be a reason for the HHA to refuse to register a pet.
 - vii. The HHA will notify the pet owner if the HHA refuses to register a pet. The notice will:
 - (1) State the reasons for refusing to register the pet;
 - (2) Be served on the pet owner; and
 - (3) Be combined with a Lease Violation Notice for a pet rule violation if appropriate.
4. Cats and dogs shall be limited to small breeds where total adult weight shall not exceed thirty five (35) pounds and total height at the shoulder shall not exceed eighteen (18) inches. The size limitations do not apply to service animals.
 5. No pit bulls, dobermans, rottweilers, or any other known fighter breed will be allowed on the premises.
 6. All cat and dog pets shall be verified by veterinarian to be neutered or spayed, cost to be paid by the owner. Pet owners will be required to present a certificate of procedure (spayed-neutered) performed from their veterinarian as well as documentation of all required annual vaccines, initially and at recertification.

7. A non-refundable pet fee of \$100 per bedroom in the pet owner's unit shall be made to the HHA. Such fee will be a one-time fee (per pet) and shall be used to help cover cost of damages to the unit caused by the pet.
8. Pets shall be quartered in the Resident's unit.
9. Dogs and cats shall be kept on a leash and controlled by a responsible individual when taken outside.
10. No dog houses will be allowed on the premises.
11. Pets (dogs and cats) shall be allowed to run only on the owner's lawn and owners shall clean up after pet after each time the animal eliminates.
12. Pet owners must comply with all applicable City Ordinances concerning pets.
13. The pet owner is responsible for the pet's health and condition.
14. A pet shall be removed from the premises when its conduct or condition constitutes a nuisance or a threat to the health or safety of the pet owner, other occupants of the property, or the pet.
15. Birds must be kept in regular bird cages and not allowed to fly throughout the unit.
16. Dishes or containers for food and water will be located within the owner's apartment. Food and/or table scraps will not be deposited on the owner's porches or yards.
17. Residents will not feed or water stray animals or wild animals.
18. Pets will not be allowed on specified common areas (under clotheslines, social rooms, office, maintenance space, playgrounds, etc.).
19. Each resident family will be responsible for the noise or odor caused by their pet. Obnoxious odors can cause health problems and will not be tolerated.

C. PET RULE VIOLATION PROCEDURE

1. Notice of Pet Rule Violation (*Appendix 3*):
 - i. When the HHA or property determines, on the basis of objective facts supported by written statements, that a pet owner has violated one or more of these rules governing the owning or keeping of pets, the HHA or property will:
 - (1) Serve a notice of the pet rule violation on the owner by sending a letter by first class mail, properly stamped and addressed to the Resident at the leased dwelling unit, with a proper return address, or
 - (2) Serve a copy of the notice on any adult answering the door at the Resident's apartment, or if no adult responds, by placing the notice under or through the door, if possible, or else by attaching the notice to the door.

- ii. The notice of pet rule violation must contain a brief statement of the factual basis for the determination and the pet rule or rules alleged to be violated;
- iii. The notice must state that the pet owner has ten (10) days from the effective date of service of 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. The effective date of service is the day that the notice is delivered or mailed, or in the case of service by posting, on the day that the notice was initially posted;
- iv. The notice must state that the pet owner is entitled to be accompanied by another person of his or her choice at the meeting;
- v. The notice must 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 lease.

2. Pet Rule Violation Meeting:

If the pet owner makes a timely request for a meeting to discuss an alleged pet rule violation, the HHA or property shall establish a mutually agreeable time and place for the meeting to be held within fifteen (15) days from the effective date of service of the notice of pet rule violation (unless the HHA or property agrees to a later date).

- i. The HHA or property management and the pet owner shall discuss any alleged pet rule violation and attempt to correct it and reach an understanding.
- ii. The HHA or property management may, as a result of the meeting, give the pet owner additional time to correct the violation.
- iii. Whatever decision or agreements, if any, are made will be reduced to writing, signed by both parties, with one copy for the pet owner and one copy placed in the HHA's Resident file.

3. Notice of Pet Removal:

If the pet owner and the HHA or property are unable to resolve the pet rule violation at the pet rule violation meeting, or if the HHA or property determines that the pet owner has failed to correct the pet rule violation, the pet owner shall be sent a Notice of Pet Removal, requiring the pet owner to remove the pet. This notice must:

- i. Contain a brief statement of the factual basis for the determination and the pet rule or rules that have been violated;
- ii. State that the pet owner must remove the pet within ten (10) days of the effective date of service of the notice of pet removal (or the meeting, if the notice is served at the meeting);
- iii. State the failure to remove the pet may result in initiation of procedures to terminate the pet owner's residency.

4. Initiation of Procedure to Terminate Pet Owner's Residency:

The HHA will not initiate procedures to terminate a pet owner's residency based on a pet rule violation unless:

- i. The pet owner has failed to remove the pet or correct the pet rule violation within the applicable time period specified above; or
- ii. The pet rule violation is sufficient to begin procedures to terminate the pet owner's residency under the terms of the lease and application regulations.

D. PROTECTION OF THE PET

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

1. Contact the responsible party or parties listed in the registration form and ask that they assume responsibility for the pet;
2. If the responsible party or parties are unwilling or unable to care for the pet, the HHA or property may contact the appropriate State or Local Animal Control Authority, Humane Society, or designated agent of such Authority and request the removal of the pet;
3. If none of the above actions produce results, the HHA or property management may enter the pet owner's unit, remove the pet, and place the pet in a facility that will provide care and shelter until the pet owner or a representative of the pet owner is able to assume responsibility for the pet, but no longer than thirty (30) days. The cost of the animal care facility provided under this section shall be charged to the pet owner.

E. NUISANCE OR THREAT TO HEALTH OR SAFETY

Nothing in this policy prohibits the HHA or the appropriate City authority from requiring the removal of any pet from the HHA's property if the pet's conduct or condition is duly determined to constitute, under the provisions of State or Local Law, a nuisance or a threat to the health or safety of staff or other occupants of the HHA's property or of other persons in the community where the project is located.

F. APPLICATION OF RULES

1. Pet owners will be responsible and liable for any and all bodily harm to other residents or individuals. Destruction of personal property belonging to others caused by owner's pet will be the financial obligation of the pet owner.
2. All pet rules apply to resident and/or resident's guests.

TENANT ACKNOWLEDGMENT

I, _____, have received the HHA's Pet Policy and I agree to comply with the provisions. I understand that any violation of this policy and the established HHA procedures shall be considered a violation of my Residential Lease Agreement and may be cause for lease termination.

Tenant's Signature

Unit #

Property Manager's Signature

Date

Date

Appendix 1

Pet Agreement

1. Management considers the keeping of pets a serious responsibility and a risk to each resident in the apartment. If you do not properly control and care for a pet, you will be held liable if it causes any damages or disturbs other residents.
2. Conditional Authorization for Pet. You may keep the pet that is described below in the apartment until Dwelling Lease is terminated. Management may terminate this authorization sooner if your right of occupancy is lawfully terminated or if you or your pet, your guests, or any members of your household violate any of the rules contained in the HHA's Pet Policy or this Agreement.
3. Pet Fee. The Pet Fee will be \$100 multiplied by the number of bedrooms in your unit. The Pet Fee is a one-time, non-refundable charge. (Not applicable to assistive animals for individuals with disabilities)
 - If, at any time in the future, this pet is replaced by another animal, another one-time fee will be charged for that animal.
 - This fee will be used to pay reasonable expenses directly attributable to the presence of the pet in the complex, including but not limited to, the cost of repairs to and fumigation of the apartment.
4. Liability Not Limited. The fee under this Pet Agreement does not limit resident's liability for property damages, cleaning, deodorization, defleaing, replacements, or personal injuries that may exceed the amount of the pet fee.
5. Description of Pet. You may keep only one pet as described below. The pet may not exceed eighteen (18) inches in height at the shoulder and thirty five (35) pounds in adult weight. You may not substitute other pets for this one without amending this agreement.

Pet's Name _____ Type _____
Breed _____ Color _____ Weight _____ Age _____
Housebroken? _____ City of License _____ License No. _____
Date of last Rabies shot _____

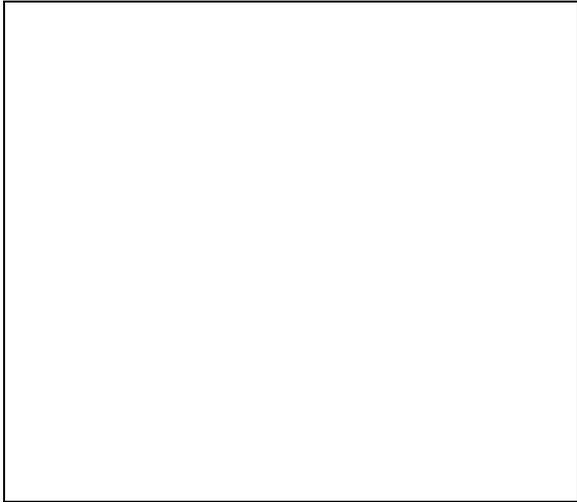
Name, address and phone number of person able to care for pet in case of resident's permanent or temporary inability to care for animals

Name _____
Address _____
Phone _____

Appendix 2

Pet Policy Certification

Attach photo of Pet here



By _____

Title _____

Houston Housing Authority

I have read, fully understand and will abide by the rules and regulations contained in the Houston Housing Authority Pet Policy and in this Pet Agreement.

Resident Signature: _____ Date: _____

Resident Signature: _____ Date: _____

Resident Signature: _____ Date: _____

Appendix 3
Pet Policy Rules Violation Notice

DATE: _____
TIME: (IF DELIVERED) _____ A.M. /P.M.
TO: _____
NAME OF RESIDENT: _____
STREET ADDRESS: _____
CITY, STATE, ZIP CODE: _____
PET NAME OR TYPE: _____

This notice hereby informs you of the following pet rule violation:

Factual Basis for Determination of Violation: _____

As pet owner you have ten (10) calendar days from the date shown on this notice (date notice delivered or mailed) in which to correct the violation or make a written request for a meeting to discuss the violation.

As pet owner you are entitled to be accompanied by another person of your choice at the meeting.

Failure to correct the violation, to request a meeting, or to appear at the requested meeting may result in initiation of procedures to terminate your tenancy.

Property Manager