

# PET POLICY

The terms of this policy apply to the City of Chandler Housing and Redevelopment Division (COCHRD) Conventional Public Housing Program. This policy does not apply to previously approved and registered animals that are used to assist, support or provide service to persons with disabilities, or to service animals that visit public housing developments.

The pet will not be approved to reside in a unit or on the leased property until registration requirements are met and the pet agreement is executed.

**A. Registration of Pet:** Registration includes the following:

1. A completed and signed pet permit (attached);
2. Documentation signed by a licensed veterinarian or state/local authority that the pet has been spayed or neutered as applicable or in the case of underage animals within 30 days of the pet reaching 6 months of age;
3. Documentation signed by a licensed veterinarian that the pet has received all inoculations required by state or local law;
4. Documentation signed by a licensed veterinarian or state/local authority that the pet has no communicable disease(s) and is pest-free;
5. Documentation that the pet is licensed in accordance with state or local law and
6. One photograph of the pet.

Registration must be renewed annually and will be coordinated with the annual reexamination date.

**B. Pet Standards:** All residents permitted to keep a pet under this policy shall comply with the following standards:

- Only one pet, except fish, per household will be permitted.
- *A common household pet* means a domesticated animal, such as a cat, dog (maximum adult weight: 20 pounds full grown), fish, and bird that are traditionally recognized as a companion animal and is kept in the home for pleasure rather than for commercial purposes. The COCHRD also permits a hamster, gerbil, guinea pig or a turtle. The size of the aquarium may not exceed 10 gallons. In the case of fish, residents may keep no more than can be maintained in a safe and healthy manner in a tank holding up to 10 gallons. Such a tank or aquarium will be counted as 1 pet.
- The following pets are not considered common household pets and will not be allowed. Vicious, exotic, reptiles, insects (e.g., ant farms), arachnids (tarantulas), wild animals or feral animals, pot-bellied pigs, animals used for commercial breeding and/or intimidating pets.

**C. Pet Deposits and Fees**

Pet Deposits and Fees In The Family Developments:

- Resident/Pet owners of a dog or cat that meet the standards are required to pay a \$250 deposit before the pet is brought on the premises. \$100 is refunded when the resident vacates the premises and the property has no damages caused by the pet. \$150 is a non-refundable pet sanitation fee.
- Resident/Pet owners, who have a dog or a cat that meet the standards, are required to pay a non-refundable pet fee of \$10 per month.

Pet Deposits and Fees In The Elderly Designated Development:

- Resident/Pet owners of a dog or cat that meet the standards are required to pay a \$250 deposit before the pet is brought on the premises. \$250 is refunded when the resident vacates the premises and the property has no damages caused by the pet.
- Resident/Pet owners, who have a dog or a cat that meet the standards, are not required to pay a non-refundable pet fee or a sanitation fee.

Sanitation fee for unauthorized pets

Residents who have a dog or cat without the written permission of the COCHRD will be charged a \$150 sanitation fee.

**D. Other Charges During Occupancy**

1. Pet Related Damages During Occupancy: All reasonable expenses incurred by the COCHRD as a result of damages directly attributable to the presence of the pet in the property will be the responsibility of the resident, including but not limited to:
  - The cost of repairs and replacement to the resident's dwelling unit
  - Fumigation of the dwelling unit
  - Repairs to common areas of the property
  - Elimination of fleas
2. Pet Waste Removal Charge: A separate pet waste removal charge of \$21.00 (a minimum labor charge) per occurrence will be assessed against the resident/pet owners who fail to remove pet waste in accordance to this policy.

**E. Pet Rules:** Resident/Pet owners must maintain pets responsibly, in accordance with the COCHRD policies, and in compliance with applicable state and local public health, animal control, and animal cruelty laws and regulations.

1. All permitted pets must be maintained within the resident's unit. When outside of the unit (within the building or on the grounds) dogs and cats must be kept on a leash not to exceed six feet in length and must be under the control of the resident or other responsible individual at all times. Birds, hamsters, and gerbils must be confined to a cage at all times. Resident/Pet owners who reside in Scattered Sites are permitted to have the dog in the back yard.
2. Pets are not permitted in the following common areas including but not limited to: lobbies, community rooms, playgrounds and basketball areas.
3. The Resident/Pet owner shall be responsible for the removal of waste by placing it in a sealed plastic bag and disposing of it in a suitable covered trash container.
4. The resident/pet owner shall take adequate precautions to eliminate any pet odors within or around the unit and to maintain the unit in a sanitary condition at all times.
5. The waste from litter boxes should be disposed of promptly and it must be maintained in a sanitary manner. Litter shall not be disposed of by being flushed through a toilet and litter boxes shall be kept inside the resident's dwelling unit.
6. Resident/Pet owners shall not alter their unit, patio, premises or common areas to create an enclosure for any pet. The installation of pet doors is prohibited.
7. Resident/Pet owners shall not permit their pet to disturb, interfere or diminish the peaceful enjoyment of neighbors. The term "disturb, interfere and diminish" shall include but not be limited to loud or continuous barking, howling, whining, chirping, biting, scratching, and other like activities. Complaints of disturbances or reactions of this nature shall constitute a violation of the lease and may result in the revocation of the pet permit, termination of the lease agreement, or both.
8. No animals may be tethered or chained inside or outside the dwelling unit at any time.
9. Resident/Pet owners will be required to designate two responsible parties for the care of the pet if the health or safety of the pet is threatened by death or incapacity of the resident/pet owner, or by other factors that render the resident/pet owner unable to care for the pet.
10. If the pet is left unattended for a period of twenty-four (24) hours or more, the COCHRD may authorize entrance to the dwelling unit, removal of the pet and transfer of the pet by proper authorities, subject to

provision of Arizona law and local ordinances. The COCHRD accepts no responsibility for the animal under such circumstances.

11. Residents are prohibited from feeding or harboring stray animals. The feeding of stray animals shall constitute having a pet without the written permission of the COCHRD.
12. Residents are prohibited from having a pet without the written permission of the COCHRD. This includes but not limited to a visiting pet or pet sitting.
13. Resident/Pet owners are responsible for the safety and health of their pet and to secure the pet during those scheduled occasions when the dwelling unit is being treated for control of pests or inspected.
14. Anchors that attach to the building, dog kennel or drill into the ground are not allowed.

#### **F. Pet Rule Violations**

All complaints of cruelty and all dog/cat bites will be referred to animal control or an applicable agency for investigation and enforcement.

If a PHA determination is made on objective facts supported by written statements received by an eye witness, that a resident/pet owner is in violation, the COCHRD may serve a written notice of lease violation(s) to the resident/pet owner. The resident/pet owner will have 3 business days from the effective date of the notice to correct the violation(s) or make a written request for a meeting to discuss the violation(s).

The resident/pet owner's failure to correct the violation(s), request a meeting, or appear at the requested meeting will result in the resident/pet owner being served a written lease counseling/termination warning. Any resident/pet owners who have a dog or cat without the written permission of the COCHRD will also be charged a sanitation fee listed in paragraph C and monthly pet fee for the months the dog or cat was in the unit.

The resident/pet owner's failure to correct the violation(s) after receiving the written lease counseling/termination warning will result in the initiation of procedures in paragraph H.

#### **G. Pet Removal**

1. If the death or incapacity of the resident/pet owner threatens the health or safety of the pet, or other factors occur that render the owner unable to care for the pet, the situation will be reported to the responsible party designated by the resident/pet owner.
2. If the responsible party is unwilling or unable to care for the pet, or if the COCHRD, after reasonable efforts, cannot contact the responsible party, COCHRD may contact the appropriate state or local agency and request the removal of the pet.
3. In the event of the death of a pet, the resident/pet owner shall properly and immediately remove and dispose of the remains. The remains shall not be placed in any container on the grounds of a COCHRD property or in a container on COCHRD grounds.
4. The privilege of maintaining a pet in a unit owned and/or operated by the COCHRD shall be subject to the requirements set forth in paragraph E, above. This privilege may be revoked at any time, subject to the COCHRD grievance procedures.
5. If the pet is removed as a result of any aggressive act on the part of the pet, the pet will not be allowed back on the premises.

#### **H. Termination of Tenancy**

1. The COCHRD may initiate procedures for termination of tenancy based on a pet rule violation if:
  - a. The resident/pet owner failed to remove the pet or correct the pet rule violation within the time period specified, or
  - b. The resident/pet owner has repeated violations of the pet agreement.

