

## CHAPTER 15

### PET POLICY

The following policies and procedures have been developed to govern the keeping of common household pets in the Housing Authority of Prince George's County Low-Income Public Housing Program. In all instances, these rules shall prevail in matters concerning pet ownership (excluding service and assistance animals).

#### **A. SERVICE AND ASSISTANCE ANIMAL EXCLUSION (24 CFR PART 5 SUBPART C 5.303)**

The HAPGC Pet Policy specifically does not apply to animals that assist, support, or provide services to persons with disabilities. The HAPGC will not establish, enforce, or apply rules under this policy against animals that are necessary as a reasonable accommodation to assist, support or provide services to persons with disabilities. This exclusion applies to animals that reside on Authority property sites where persons with disabilities live, as well as those that visit the properties.

For an animal to be excluded from the pet policy and be considered an assistance animal, there must be a person with disabilities in the household, and the family must request and the HAPGC approve a reasonable accommodations request (See Chapter 2 of this ACOP.)

Further guidance on service and assistance animals, see Chapter: 16 Service/Assistance Animal Policy.

#### **B. DEFINITION OF COMMON HOUSEHOLD PET**

In accordance with the rule, the Housing Authority of Prince George's County, hereafter referred to as HAPGC, amends its Admissions and Occupancy Policy (ACOP) to include rules to govern pet ownership in housing for the elderly and handicapped.

For purposes of this rule, the following definitions contained in the Animal Control Ordinance of Prince George's Maryland, shall apply:

1. **Animal** – every non-human species of animal, both domesticated and wild, including, but not limited to dogs, cats, livestock, and fowl.
2. **Animal Control Facility** – any facility operated by or under contract with Prince George's County, Maryland, for the care, confinement, detention, or euthanasia or other disposition of animals.
3. **Attack Dog** – any dog trained to attack on demand.
4. **Cage** – any enclosure of limited space, enclosed on the bottom, top and all sides by a wall or otherwise, in which animals or other creatures are placed for any purpose, including confinement or display.
5. **Cat** - domesticated feline. Term "cat" does not include wild or exotic felines.

6. **Disposition** – adoption or placement as a pet in an approved home or humane administration of euthanasia.
7. **Dog** – domesticated male or female canine.
8. **Domesticated Animal** – any animal of a species that has been bred, raised, and is accustomed to living in or about the habitation of man, and is dependent on man for food or shelter.
9. **Exotic Animal** – any animal of a species that is not indigenous to the State of Maryland, and is not a domesticated animal, including any hybrid animal, which is part exotic.
10. **Guard Dog** – dog will detect and warn its handlers that an intruder is present and/or near an area that is being secured.
11. **Keeping or Harboring** – act of permitting or sufferance by an owner or occupant of real property either of feeding or sheltering any domesticated animal on the premises.
12. **Owner** – any person who keeps, has temporary or permanent custody, possesses, harbors, exercises control over or had property right in any animal, livestock, or fowl, excluding veterinary hospitals, kennels, pet shops and their employees.
13. **Pet** – domesticated animal kept for pleasure rather than utility.
14. **Public Nuisance Animal** – any animal that unreasonably (1) annoys humans, (2) endangers the life or health of other animals or persons, or (3) gives offense to human senses; or which substantially interferes with the rights of the citizens, other than its owner, to enjoyment of life or citizens other than its owner, to enjoyment of life or property. The term “public nuisance animal” shall mean and include, but is not limited to, any animal that:
  - Is repeatedly found at large.
  - Damages the property of anyone other than its owner.
  - Molests or intimidates pedestrians or passersby.
  - Chases vehicles.
  - Excessively make disturbing noise, including but not limited to, continued and repeated howling, barking, whining, or other utterances causing unreasonable annoyance, disturbance, or discomfort to neighbors or others in close proximity to the premises where the animal is kept on harbored.
  - Causes fouling of the air by odor and causing thereby unreasonable annoyance, or discomfort to neighbors or others in close proximity to the premises where the animal is kept or harbored.
  - Causes unsanitary conditions in enclosures or surroundings where the animal is kept or harbored.
  - By virtue of the number or types of animals maintained, is offensive or

dangerous to the public health, safety, or welfare.

- Attacks other domestic animals.
- Has been found by the Commission for Animal Control after notice to its owner and a hearing, to be a public nuisance animal by virtue of being a menace to the public health, welfare, or safety.

15. **Sanitary** – condition of good order and cleanliness, which minimizes the probability of transmission of disease.

16. **Vaccination** – anti-rabies vaccination using a vaccine type approved by the Maryland State Department of Health and Mental Hygiene or the Maryland Public Health Veterinarian.

17. **Vicious Animal** – animal that attacks, bites, or injures human beings or domesticated animals without adequate provocation, or which, because of temperament, conditioning, or training, has known propensity to attack, bite or injure human beings or domesticated animals. An animal, which has on one or more occasions caused significant injury to persons, or domesticated animals may be deemed to be a vicious animal.

18. **Wild Animal** – animal, which is not included in the definition of “domesticated animal” and shall include any hybrid animal, which is part wild animal.

### C. ELIGIBILITY FOR PET OWNERSHIP

Residents living in public housing are eligible to keep common household pets. The pets allowed are birds in cages, fish in aquariums and domesticated dogs and cats. In accordance with the definition contained in Section B above, the following animals are specifically excluded:

- Attack dogs
- Guard dogs
- Exotic animals
- “Vicious” animals
- “Wild” animals

### D. REGISTRATION

All applicants for admission and residents in occupancy who wish to own a pet must complete a registration form prior to bringing a dog or cat on the premises. Registration for ownership of birds or fish is not required. If the pet remains in occupancy, the registration must be updated annually as a part of the re-certification process. The registration must include:

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1. A certificate, signed by a state licensed veterinarian or local authority empowered to inoculate animals, stating that the pet has received all inoculations required by applicable State and Local laws.
2. Information sufficient to identify the pet and to demonstrate that it is a common household pet.
3. The name, address, and phone number of one or more responsible parties who will care for the pet if the owner dies, becomes incapacitated, or is otherwise unable to care for the pet.
4. Proof that a dog or cat has been spayed or neutered; and
5. Proof that a flea control program is being maintained.

At the time of registration, staff completing certification must see the pet and sufficient information to identify it must be entered on the registration form. This is to ensure that the animal being registered will be the same as that bought on site. The information on the form may include, but not limited to heights, weight, color(s) identifying marks, name to which animal answers, and in the case of a dog, demonstration that it responds to voice commands.

The pet owner will be given a copy of the pet ownership policy and required to sign a statement indicating that he or she has read the rules and agrees to comply with them.

### **E. RESTRICTIONS**

The Housing Authority of Prince George's County will impose the following restrictions regarding pet ownership:

1. Regardless of the number of residents occupying a unit, pet ownership is restricted to one dog or cat per household.
2. The adult weight of a dog or cat must not exceed 25 pounds.
3. Birds must not be allowed to fly around the apartment, they must remain caged except when owners are cleaning or changing cages.
4. Fish aquariums shall not exceed 15 gallons in weights. Aquariums must be placed in a safe location in the unit and maintained in a safe and non- hazardous manner.
5. Pets are not allowed to roam the building unattended. When they are outside of their apartments, they must be controlled by their owner on a leash or in a carrier.
6. Pets are restricted from the common areas of the building, except for entering or leaving the building under control of the owner. At each site, the common areas in which pets are restricted will be prominently posted. These areas may include, but are not limited to the following:
  - elevators
  - hallways

- laundry room
  - community room
  - lobby
  - dining room
  - kitchen
  - stairwells
  - offices
  - gardens, park areas, building grounds
  - reception/sitting areas
7. Pets other than those registered to tenants, are not allowed in the building. This specifically excludes visitors or guests from bringing pets into the building.
  8. Residents are prohibited from “keeping or harboring” unregistered pets in their units. The definition of keeping or harboring is defined in Section B. of this Pet Policy.
  9. Pets may not be left unattended for more than 24 hours at a time. If the HAPGC determines that pets are left unattended for more than this time period, by virtue of the voluntary or involuntary absence of the pet owner, the HAPGC will contact the Humane Society or the Animal Control Facility to notify them of the presence and condition of the unattended animal. Their recommendation regarding care, attendance or disposition of the animal will prevail. The HAPGC accepts no responsibility or liability for pet or decision regarding removal.
  10. Residents are prohibited from feeding pets outside of their apartment.
  11. Should any pet housed by a resident give birth to a litter, the resident shall remove newborn animals from the premises.
  12. If the resident who owns the pet leaves the household permanently, or for an extended period of time, the pet shall be removed from the home.

## **F. FINANCIAL OBLIGATIONS**

### **Pet Deposit**

As a result of residents’ pet ownership, the Authority incurs additional financial responsibility. Under the final rules establishing the policy, the HAPGC is allowed to assess certain fees to pet owners. Pet owners will be required to pay a fee of \$125.00 at time of registration.

This fee is made as a security deposit and is refundable upon written notification to management that tenant no longer has a pet or upon lease termination. Upon notification, management will schedule a walk through with tenant to assess any damages by the pet.

A resident may opt to replace a pet without an additional security deposit but must make a new application and meet all pet policy requirements. The fee may be utilized by the Authority to cover damages or charges associated with pet ownership.

### **Pet Deposit Refund**

If during the tenancy of a pet owner, the animal dies, is sold or otherwise is no longer living in the unit, the owner may notify the Authority of the change. If the owner has no plan to replace the pet, and makes such a declaration in writing, he/she may ask for return of the security pet deposit. The HAPGC will conduct a unit inspection for pet related damages and in accordance with established policy, will make a decision on return of the deposit.

### **Other Pet Related Fees**

Pet-related costs incurred by HAPGC while a pet owner is in occupancy shall be billed to the pet owner as a current charge with non-payment by the due date being subject to legal collection proceedings

The pet waste removal charge is \$10.00 per occurrence to pet owners who fail to remove pet waste in accordance with Section G. of this Policy, or whose pet disposes of waste in the common spaces not designated as pet areas whenever management must assume the task of waste removal. Management reserves the right to increase the \$10.00 charge to an amount consistent with any future increases in yard ticket charges.

Residents who own and keep birds are not required to pay a pet deposit; however, residents will remain responsible for any damages, which may occur as a result of the keeping of such pets. Also, there will be a limit of one cage per dwelling unit, which shall not contain more than two birds.

Upon the removal of a pet, including death of the pet, incapacity, or death of the pet owner, or due to violation of the pet rules, an inspection for pet-related damages shall be conducted within five (5) days of the occurrence. A statement itemizing all deductions made from the pet deposit along with any refund which is due shall be returned to the pet owner within thirty (30) days or within the maximum time required under state law. Any balance due in excess of the pet deposit shall be payable by the pet owner to the management agent within thirty (30) days of notification.

## **G. PET OWNER'S RESPONSIBILITIES**

### **Sanitary and Health Standards**

Owners must take care to ensure that pets registered to their care do not contribute to the spread of disease or unsanitary conditions. Apartments must be kept clean and free of pet odors at all times.

Residents must ensure that the pet does not cause an infestation of insects such as fleas and ticks. Where this occurs, residents are responsible for contracting the services of a professional pest control company to eradicate the infestation.

The HAPGC will designate specific areas at each site where dogs may be curbed. The site will be prominently posted. If dogs are curbed on-site, it must be done in the designated restricted area. Pet owners are responsible for cleaning up the waste left by their pets at the curbing site. Waste must be put in plastic bags, tied, and placed in receptacle provided at the curbing site. Under no circumstances should animal waste be brought back in the building.

Cat owners must change litter boxes daily. Litter is not to be flushed down the toilet or deposited in sinks or drains in the apartment. It must be placed in a sealed plastic trash bag and put in the receptacle provided at each site. Kitty litter waste is not to be left outside the apartment or on the floor of the trash room.

In the event of the death of a pet, the resident must properly dispose of the remains in accordance with the local public health regulations, and under no circumstances on the property of the HAPGC.

### **Control of Pet Behavior and Actions**

In addition to the financial obligation discussed in Section F. of this policy, pet owners assume responsibility for the well-being of their pets. No HAPGC or on-site employee will assume any responsibility for the care and attendance of residents' pets. This includes, but is not limited to feeding, providing kennel service, checking on pets in owners' absence, and removing them to another location.

The HAPGC will also hold owners responsible for the actions and behavior of pets registered to their care. Residents are liable for any and all damage, and disturbance caused by their pets. Owners will be assessed charges for damages attributable to pets registered to them. If damage actions of pet are of a nature other than financial, the pet owner is still held liable.

Residents must ensure that the pet is properly cared for and fed. Animal cruelty by a resident or guest of the household may be a lease violation and any remedy allowed by lease, ACOP, or law applied.

In holding residents responsible for the behavior of their pets, the HAPGC will require owners to rectify damages. Should residents be either unwilling or unable to control the action of their pets, the HAPGC will require that the offending animal be removed from the premises. Any animal that becomes a "public nuisance", as defined in the Prince George's County ordinance (Section B., 14 above), will also require removal from site. Failure of the resident to correct animal's behavior/actions or remove it, could result in eviction proceedings.

## **H. ALTERATION OF PREMISES**

Pet owners shall not alter in any way the dwelling unit, porch, grounds, or common area to accommodate a pet. Installation of pet doors is prohibited. Doghouses and dog pens are strictly prohibited. Residents shall not alter their unit or yard in any manner in order to create an enclosure for any pet.

## **I. MANAGEMENT ACCESS TO DWELLING UNITS FOR INSPECTIONS AND REPAIRS**

Management will not enter the dwelling unit for performance of repairs or inspections where a pet resides unless accompanied (the entire time) by the pet owner or the responsible person designated by the pet owner. The pet must be held under physical restraint by the pet owner or responsible person until management has completed its task(s). Any delays or interruptions suffered by management in the inspection, maintenance, and upkeep of the premises due to the presence of a pet may be cause for lease termination.

Residents must restrain pets, as required, when HAPGC maintenance workers enter their apartment to perform work orders, during inspections, and when any contractor of the Housing Authority requires entry into their apartment. The Resident shall either be at home or shall have all animals restrained or caged. If a maintenance person enters an apartment where an animal is not leashed or otherwise controlled, maintenance shall not be performed, and Resident shall be advised of the reason maintenance could not be performed. The HAPGC shall not be responsible if any animal escapes from the residence due to maintenance, inspections or other activities of the HAPGC. No work will be done in a unit where a pet is housed, unless the resident is at home to control the pet.

### **Health and Safety Inspections**

In addition to the annual inspections and housekeeping inspections, the HAPGC Rental Assistance staff may schedule additional unit inspections for apartments with pets. In such cases, reasonable notice shall be given to the pet owner and the inspection shall be scheduled at reasonable hours.

The management agent shall enter and inspect any pet owner's dwelling if a written complaint is received, or there are reasonable grounds to believe that the conduct or condition of a pet in the dwelling constitutes a nuisance or a threat to the health or safety of the occupants of the development.

All housing inspections and maintenance repairs will be conducted in compliance with Chapter 12: Dwellings Unit Inspections.

## **J. SPECIAL EXTERMINATION CHARGES**

Upon vacating the premises, residents who have pets will automatically incur a special extermination charge for fleas, ticks, and lice and for fumigation of pet odors. Management further reserves the right to require such an extermination or fumigation (at resident's expense) at any time during a resident's occupancy if dwelling unit conditions, due to the presence of a pet, dictate the need for interim extermination and/or fumigation.

## **K. PET POLICY VIOLATION PROCEDURES**

All pet owners will be required to abide by all provisions of the HAPGC Rental Assistance Program Lease and the Pet Policies associated with owning and keeping a pet in their apartment. If it is determined that a pet owner has violated the rules governing pet ownership, the following procedures shall be observed:

1. A written notice of the pet rule violation shall be served on the pet owner outlining the following:
  - a. Basis of the determination and pet rule(s) violated.
  - b. Statement that the pet owner has ten (10) days from the date of service/delivery of the notice to correct the violation (including, in appropriate circumstances, removal of the pet).
  - c. Statement that the pet owner may make a written request for a meeting to discuss the violation. Management within three (3) days of the service/delivery date of the violation notice must receive such request.
  - d. Statement that failure by the pet owner to correct the violation, to request a meeting, or to appear at a requested meeting may result in the termination of the lease agreement.
  - e. If the pet owner makes a timely request for a violation meeting, a time and place for the meeting shall be established no later than fifteen (15) days from the date of service/delivery of the pet rules violation.
2. If the pet owner has not resolved the rule violation, or if the violation is not resolved at the rule violation meeting, a notice shall be served on the pet owner requiring the removal of the pet. In such cases, the pet owner must remove the pet within ten (10) days of the rule violation meeting. Failure to comply with management's request to remove a pet may result in the termination of the pet owner's lease agreement.

**L. AMENDMENTS TO PET POLICY RULES**

The pet policies may be amended by the HAPGC at any time by implementing the following procedures:

1. Serve on each resident a notice of the proposed rule change and allowing thirty (30) days (or as required by Federal or state law) from the service/delivery date of such notice for resident to provide written comments on the rule, unless otherwise waived by special exceptions of the U.S. Department of Housing and Urban Development.

Serve on each resident a notice of the final rule and the effective date.