

17.0 PET OWNERSHIP POLICY (24 CFR 5.300 – 5.380)

17.1 ASSISTIVE ANIMALS (24 CFR 5.303 & 960.705)

Assistive or Support Animals are not pets and are not required to be in compliance with the Pet Ownership Policy, therefore, the following provisions do not apply to an Assistive/Support Animals. In addition EXHIBIT (F) Pet Policy of the PUBLIC HOUSING DWELLING LEASE – PART II does not apply to any Assistive/Support Animal in a Tenant’s unit. Additional information pertaining to Assistive/Support Animals can be found in the “REASONABLE ACCOMMODATION POLICY” (ACOP section 2.0). If a Tenant has an Assistive/Support Animal and an approved pet, the pet policy applies to the pet.

17.2 INTRODUCTION.

A. Tenants of the Hagerstown Housing Authority may own pets that are present at the Tenant’s dwelling unit ONLY in accordance with this policy.

B. This policy does not apply to animals that are used to assist persons with disabilities (Assistive/Support Animals). Because animals trained and actually used to assist a person with a disability are not considered pets, a person with a disability who uses an Assistive/Support Animal is entitled to pet ownership of another dog or of a cat in accordance with the terms of this policy.

A. All pets are considered owned by the head of household of the unit and that head of household is responsible for complying with the Pet Ownership Policy of the Housing Authority. The term "head of household" includes the terms “Tenant” and “pet owner” when used in this policy.

D. The Housing Authority may decline to approve a particular pet or to authorize a Tenant to own and maintain a pet. The Housing Authority may suspend or revoke the approval or authorization to own and maintain a pet if the Tenant fails to comply with the terms of this policy or, if the Housing Authority has just cause that a Tenant should not be permitted to own and maintain a pet.

17.3 PERMITTED PETS:

17.3.1 DOMESTIC CATS AND DOMESTIC DOGS – this provision applies only to domestic cats and dogs. The term animal or pet as used in the Pet Ownership Policy refers to either a domestic cat or dog. Tenants may, provided they adhere to the requirements of this policy, own birds and fish in addition to a domestic cat or a domestic dog.

A. Only one (1) domestic cat or one (1) domestic dog shall be owned and housed in a unit. The animal must be a house pet and shall only be housed inside the unit.

B. No animal shall be permitted at the Tenant's unit or on the Housing Authority property until it has been approved and authorized by the Housing Authority. The Tenant must obtain Housing Authority approval of the animal prior to bringing the animal into the unit or onto Housing Authority property. The following requirements must be met in order for an animal to be considered for approval:

1. An application for pet approval, provided by the Housing Authority, must be completed and submitted to the Central Office located at 35 West Baltimore Street, Hagerstown, Maryland. An actual photograph of the animal must be attached to the application form.

2. All female cats and dogs six (6) months of age or older shall be spayed and all male cats and dogs six (6) months of age or older shall be neutered. In the case of an animal six (6) months of age or older, documentation of spay/neuter shall be submitted to the Central Office prior to the animal being approved. For animals under the age of (6) months, tentative approval may be given with the requirement that the Tenant provide documentation of spay/neuter by the time the animal attains six (6) months of age. Any animal tentatively approved under this subparagraph shall lose its approval if the required documentation is not received by the required date.

3. Dogs are limited to those with a maximum mature height of twenty (20) inches (to the shoulder) and a maximum mature weight of twenty-five (25) pounds. A certification from Veterinarian is required. A form will be provided to Tenants for the Veterinarian to complete.

4. Dogs and cats must be licensed in accordance with applicable State and local laws and regulations. Dogs and cats must have all immunizations required by applicable State and local laws and regulations. Documentation of licensing and immunizations must be provided to the Central Office. Tenants are required to provide updated proof of licensing and immunizations at the time of the Tenant's annual reexamination/recertification and at such other times as may be reasonably requested by the Housing Authority.

5. Animals considered vicious or aggressive will NOT be approved. A certification from a Veterinarian is required. A form will be provided to Tenants for the Veterinarian to complete. An animal that is considered vicious or aggressive is:

- a) any animal that constitutes a physical threat to human beings or other animals; or
- b) any animal that, due to its disposition or demonstrated behavior, could reasonably cause injury to human beings or other animals; or
- c) any animal that has bitten or attacked a human being or another animal.

6. Tenants must submit a statement regarding the owner's arrangement for removal of the dog or cat from their unit in the event of the owner's confinement, absence or death. A form will be provided for the Tenant to complete. Tenants are required to provide an updated statement at the time of the Tenant's annual reexamination/recertification and at such other times as may be reasonably requested by the Housing Authority.

C. Tenants are required to pay an additional security deposit and a non-refundable monthly fee.

1. Pet Security Deposit. Payment of an additional security deposit, known as a Pet Security Deposit, shall be paid to the Hagerstown Housing Authority for a dog or a cat housed in a unit. This Pet Security Deposit shall be paid to the Housing Authority after approval has been given by the Housing Authority for the requested animal and prior to the animal being authorized to be in the unit. This Pet Security Deposit will be maintained in an escrow account by the Housing Authority and will be used to correct any damage to Authority property (inside and out) by the animal after the animal has vacated the premises or the Tenant of that unit has moved out, whichever occurs first.

a) Tenants of Potomac Towers and Walnut Towers shall pay a Pet Security Deposit in the amount of One Hundred Fifty Dollars (\$150.00) for either a cat or a dog. Any Tenant of Potomac Towers or Walnut Towers who has previously paid a Pet Security Deposit in a lesser amount shall not be required to increase the amount of the Pet Security Deposit on a previously approved animal. Any Tenant of Potomac Towers or Walnut Towers who seeks approval of a different dog or cat shall be required to pay the difference between the amount of the balance of the original Pet Security Deposit and the Pet Security Deposit of One Hundred Fifty Dollars (\$150.00).

b) Tenants of any unit not in Potomac Towers or Walnut Towers shall pay a Pet Security Deposit in the amount of Three Hundred Dollars (\$300.00) for either a cat or a dog.

c) If an animal has been removed from the unit and the owner remains a Tenant, an inspection will be conducted to assess any damage. In the case of damage, work will be preformed, billed and deducted from Pet Security Deposit prior to close out of this account. Any unused balance of the Pet Security Deposit will be returned after the inspection and necessary repairs have taken place. Damages exceeding the Pet Security Deposit will be billed to the Tenant.

d) The Pet Security Deposit will not be used to offset the cost of repairs and maintenance to the unit or Housing Authority property caused by the animal during a period when the animal is housed in the unit. Tenants will be billed for these costs. The Pet Security Deposit will only be applied to work performed to repair damage caused by the animal once the animal has been permanently removed from the unit.

e) Under Maryland law, the following may apply to Pet Security Deposits

2. Bank Account. Within thirty (30) days after receipt, Landlord shall deposit the Pet Security Deposit in an interest-bearing account or shall hold the Pet Security Deposits in an insured certificate of deposit, in a federally insured Maryland bank or savings institution and that account shall be used solely for security deposits.

3. Return of Deposit. Unless the pet is removed from the unit prior to the termination of the lease, within forty-five (45) days after the end of tenancy, Landlord shall return to the pet owner the Pet Security Deposit minus any amount which Landlord shall rightfully withhold for damages caused by the pet. Simple interest, at the same rate required by Maryland Law on residential security deposits in effect at the time the refund is due, will be paid on Pet Security Deposits and will accrue at six (6) month intervals from the day the Pet Security Deposit was given.

4. Withholding of Deposit. Upon the termination of the lease or the removal of the pet, Landlord may withhold from the Pet Security Deposit to offset any damage to the property reasonably attributed to the pet. Tenant is required to give a minimum thirty (30) day written notice of the intent to vacate at the end of the initial twelve (12) month lease term. At move-out, if the Tenant notifies Landlord by certified mail of the Tenant's new address and date of moving, Tenant will have the right to be present when Landlord inspects the Premises. The notice must be mailed at least fifteen (15) days prior to date of moving. Landlord will then notify Tenant by certified mail of the time and date of the inspection. The inspection will be conducted within five (5) days before or five (5) days after Tenant moves.

5. Notice to Tenant for Withholding Deposit. If Landlord withholds any part of the Pet Security Deposit, within forty five (45) days after termination of the tenancy or removal of the pet, Landlord shall send by first class mail to Tenant's last known address, a written list of the damages claimed and costs actually incurred.

6. Tenant Ejected or Evicted or Abandoning. Where Tenant has been evicted or ejected for breach of Lease, or has abandoned the premises prior to termination of the Lease, the procedures for return of the Pet Security Deposit are as follows: a) within forty-five (45) days after leaving premises, Tenant shall send to Landlord, by first class mail a request for return of security deposit, and inform Landlord of Tenant's new address; b) within forty five (45) days of receipt of such notice, Landlord shall send to Tenant by first class mail a written list of the damages claimed together with a statement of the costs actually incurred and shall return to the Tenant the Pet Security Deposit with simple interest, paid at the same rate required by Maryland Law on Residential security deposits in effect at the time the refund is due. Interest is paid only on security deposits of Fifty Dollars (\$50.00) or more, accruing at six (6) month intervals from the day the Pet Security Deposit was given, less any damages rightfully withheld. If Landlord fails to send the list of damages required, the right to withhold any part of the Pet Security Deposit for damages is forfeited.

7. Landlord Liability. The failure of Landlord to comply with the Security Deposit Law may result in Landlord being liable to Tenant for a penalty of up to three (3) times the security deposit plus reasonable attorney's fees.

8. Non Refundable Monthly Fee.

a) A non-refundable Pet Fee of Ten Dollars (\$10.00) per month shall be charged to each unit housing an approved dog or cat. This Pet Fee is intended to cover reasonable operating costs of the Housing Authority related to cats and dogs and will not be applied to damage caused by a specifically identified pet.

b) Notwithstanding the provisions of (a) above by federal law, any Tenants of Potomac Towers and Walnut Towers are exempt from paying the Ten Dollar (\$10.00) per month Pet Fee.

D. Upon approval of an animal by the Housing Authority, written authorization will be issued to the Tenant and will apply ONLY to that animal and ONLY to that Tenant. A Tenant must obtain approval and authorization for a new animal in that Tenant's unit. A Tenant wishing to receive a previously approved and authorized animal owned by another Tenant must obtain approval and reauthorization for that animal.

E. The following rules apply:

1. Pet owners shall be responsible for any damage caused by an animal to any Housing Authority property, including any unit (inside and outside) or common area. Damage outside of a unit or in a common area includes, but is not limited to, all damage caused by a pet to any physical structure, furniture, equipment, shrub, grass, or plant on Housing Authority property.
2. Yards are considered part of a unit – the Tenant shall insure that feces are removed immediately and disposed of in properly sealed containers.
3. Yards must be maintained in an acceptable manner – the Tenant shall insure that no holes or bare spots due to an animal's use of this space.
4. If during an inspection of a unit:
 - a) an animal odor is present, it will be documented on the inspection report. The Tenant shall be required to correct problem and a follow up inspection will be conducted; if Housing Authority personnel or a contractor is required to eliminate the odor, the Tenant shall be responsible for the cost of fumigation or other corrective action.
 - b) the presence of fleas is detected in the unit, it will be documented on the inspection report and the Tenant shall be responsible for the cost of exterminating the unit and any other affected unit.
 - c) any pet damage to the unit (inside or out) observed will be documented on the inspection report and the Tenant will be responsible for the cost of repairs.
5. When an animal is not inside the unit, the animal must remain on a leash at all times, including when in a fenced yard. All Tenants must also comply with the City of Hagerstown's leash laws and any other ordinances or laws of the City of Hagerstown, Washington County and the State of Maryland that pertain to the keeping and treatment of pets.
6. Animals shall not be left outside unattended, even when on a leash. Animals shall not be chained or tethered outside unless a Tenant of the unit accompanies the animal.

7. There shall be no structure (no animal house, kennel or similar structure) in the yard area to house or to shelter the animal while outside. These animals are considered inside pets.

8. No food or water for animals shall remain outside.

9. Animals shall not be left unattended in a parked vehicle.

10. Animals shall not be left unattended in the unit for more than ten (10) hours.

11. Vicious or aggressive animals are not permitted on Housing Authority property. This includes animals that have been previously certified as non-vicious or non-aggressive which have later demonstrated a vicious or aggressive nature. If an animal attacks a person, any report made to the Health Department Management Office, the Health Department will result in an investigation. Governmental procedures must be followed for these investigations. If the Health Department investigation substantiates the attack, the animal shall be permanently removed from the premises by the owner within twenty-four (24) hours after notification of the findings. It is the responsibility of all Tenants to report any such attack to the Health Department.

12. Dogs that have been previously certified as complying with the mature height and weight restrictions may lose their status as an approved and authorized animal if that certification is later determined to have been an incorrect assessment of the dog's mature weight and height.

13. When an animal is being taken from the yard area it must be on a leash and any dropped feces are to be picked up immediately and properly disposed of in a properly sealed container. Animals are to be prevented from urinating on shrubs, bushes, plants, etc. while being transported through the community.

14. Tenants shall be responsible for removing the animal from the unit or containing the pet in another room at all times that Housing Authority personnel or a contractor are performing tasks in the unit. If tasks are being performed outside the unit, the Tenant is responsible for keeping the animal in the unit while the task is being performed.

15. Only the specific animal that has been approved by the Housing Authority shall be permitted at the Tenant's unit or on the Housing Authority property. Pet sitting in a Tenant's unit is not permitted, even if this pet is an approved pet of another Tenant. All Tenants are responsible for ensuring that their guests do not bring an animal (other than an animal that has a current approval or authorization by the Housing Authority) into the unit or onto the Housing Authority property.

16. Except as permitted in Item 17.5 (pertaining only to Tenants of Potomac Towers and Walnut Towers), no animals shall be permitted in common rooms, community buildings, outside functions at common areas, or on the playground.

17. The Housing Authority will provide Tenants a form of identification for their pet indicating that is an approved and authorized pet. The pet must wear this identification at all times.

All pets are to be maintained so as not to create a problem with their food or feces that may create a health or sanitation problem. For example food or feces accumulation on the floor of the unit, on the patio, on the balcony, or elsewhere.

17.3.2 Birds - this provision applies only to birds. Tenants may, provided they adhere to the requirements of this policy, own birds in addition to fish and in addition to a domestic cat or a domestic dog.

A. No prior approval is required for birds kept in accordance with the terms of this policy. The Housing Authority must be notified of the presence of birds. A form will be provided by the Housing Authority for the Tenant to complete.

B. The only birds permitted under this policy are parakeets and birds that are no larger than a canary.

C. Only two (2) birds shall be permitted in a unit. Birds shall not be housed for breeding purposes.

D. Parakeet means that specific breed of bird and not any other member of the Parrot family.

E. Birds are not to be left unattended outside of the unit, even if caged.

F. Any Tenant owning a Hornbill or other small member of the Parrot family prior to December 31, 2000 shall not be required to remove that bird from the unit. The Housing Authority must be notified of the presence of any such birds. A form will be provided by the Housing Authority for the Tenant to

complete. Any replacement birds obtained must be in strict compliance with the requirements of 17.3.2 Item B. above.

17.3.3 Fish - this provision applies only to fish. Tenants may, provided they adhere to the requirements of this policy, own fish and birds in addition to a domestic cat or a domestic dog.

A. No prior approval is required for fish kept in a single aquarium in accordance with the terms of this policy. The Housing Authority must be notified of the presence of an aquarium in the unit. A form will be provided by the Housing Authority for the Tenant to complete.

B. Fish may be maintained in the unit in an aquarium, which contains not more than 30 gallons of water.

C. Special approval and authorization must be obtained from the Housing Authority for more than one (1) aquarium.

D. At no time are fish to be kept that are considered to be vicious. For example, a piranha or any other fish that is considered extremely voracious are prohibited.

17.4 PROVISIONS APPLICABLE TO ALL TENANTS AND ALL PETS OR ANIMALS.

A. For purposes of this provision, the term pets or animals include birds and fish.

B. Only those pets specifically discussed and approved in accordance with the terms of this policy are authorized to be housed in the owners unit.

C. There shall be no unauthorized pet in the unit or on Housing Authority property. Unauthorized pets include, but are not limited to, the following:

1. Reptiles, insects and spiders;
2. Any warm-blooded or fur bearing animals other than a domestic cat or a domestic dog.

3. Any bird, other than a parakeet or a bird of canary size or smaller.

D. Tenants are responsible for any noise disturbance and/or nuisance created by their pet. If, after being notified that a pet is creating a noise disturbance or other nuisance, the owner fails to correct the problem, the owner shall be required to remove the pet from the unit and the approval of the animal will be revoked.

E. Pet owners are responsible for the proper and humane care of their pets.

F. If a report is received indicating that any person is neglecting, beating, ill-treating, tormenting or otherwise abusing any animal or if a report is received of any person causing, instigating or permitting any dogfight or other combat between animals or between animals and humans, the reports will be turned over to the SPCA or other appropriate authorities. If the reports are found to be valid the animal shall be removed from the unit immediately.

G. It shall be a violation of this policy for any Tenant or any member of their household or any of their guests, to engage in any of the activities prohibited in this policy, even if they are not a pet owner.

H. Any Tenant who violates the terms of this policy shall receive written notice of the violation. Unless otherwise stated in the notice, the Tenant must correct the violation immediately. Each day that the violation exists, following the expiration of the time to correct the violation set forth in the notice, shall be considered repeat violation.

I. Unless another provision of this policy requires the immediate removal of a pet (in which case the more restrictive provision shall control over this provision), if there are three (3) violations of this policy within a one (1) year period, the Housing Authority may revoke the approval and authorization for the pet.

J. If the Housing Authority revokes the approval and authorization for a pet, the pet owner shall be required to permanently remove the pet from the premises and may lose pet ownership privileges for six (6) months.

K. If the policy violations are made by a Tenant as a result of an animal that is not previously approved and authorized to be in the unit or on Housing Authority property, the Tenant may lose pet ownership privileges for six (6) months.

L. Tenants who have lost pet ownership privileges on two (2) or more occasions may be precluded from pet ownership during the remainder of their residency with the Hagerstown Housing Authority.

M. The failure to remove an animal from the premises after being notified to do so, is grounds for terminating the lease. Grievance rights will be afforded the Tenant in the event that the Housing Authority attempts to terminate the lease.

N. Neither the Housing Authority nor any of its personnel or contractors shall be responsible for any injury, death or loss of a pet as a result of performing tasks inside or outside the unit. Tenants are on notice that exterminating, fumigating, fertilizing, or other chemicals or substances used by Housing Authority personnel or contractors may be hazardous to pets.

O. Violations of this policy constitute a substantial breach of a material term of the Lease.

P. Nothing contained in this policy is intended to limit the Housing Authority or an appropriate State or local agency or authority from requiring the removal of any pet from the property, if the pet's conduct or condition is determined to constitute, under the provisions of State or local law, a nuisance or a threat to the health or safety of the pet, other pets, Tenants, or Housing Authority personnel.

Q. In addition to the requirements of these policies, Tenants must maintain each pet responsibly and in accordance with all applicable State and local public health, animal control, and animal anti-cruelty laws and regulations.

17.5 ADDITIONAL RULES APPLYING ONLY TO TENANTS OF POTOMACTOWERS AND WALNUT TOWERS,

A. For purposes of this provision, the term pets or animals include birds and fish.

B. At all times when an animal is not in the Tenant's unit, the animal must be under the control of the Tenant and shall either be on a leash or in a carrying case.

C. Animals shall be allowed in the halls and on the elevators only for the purposes of exiting and entering the building; and as noted in Section 2.3 for Reasonable Accommodation.

D. Animals shall be allowed in the lobbies only when the owner is waiting for a ride. The wait time should be of a minimum duration; and as noted in Section 2.3 for Reasonable Accommodation.

E. Animals shall not be left on the patio or balcony unattended.

F. Food and/or water shall not be left on the patio or balcony unless the animal is present.

G. The animal may not urinate or defecate on the patio or balcony.

2.3 ASSISTIVE ANIMAL POLICY

Tenants of the Housing Authority with disabilities are permitted to have service and/or assistance animals, if such animals are necessary as a reasonable accommodation for their disabilities.

The Housing Authority Tenants or applicants who need an assistive, or service animal must request the accommodation in accordance with the reasonable accommodation policy. An animal qualifies as a reasonable accommodation if: (1) An individual has a disability, as defined in the Fair Housing Act or Section 504 and (2) the animal is needed to assist with the disability and (3) the individual who requests reasonable accommodation demonstrates that there is a relationship between the disability and the assistance the animal provides.

Service, support and/or assistive animals are not subject to requirements of the Housing Authority Pet Ownership Policy.

However, the Housing Authority:

- Will bill Tenant for damages caused by an assistive/support animal
- Will require that owner be able to care for the assistive/support animal (walk/feed/clean up after) and that the assistive/support animal be on a harness or lead when outside the Tenant's unit.
- Can require that person establish that he/she has a qualifying disability that affects the person's ability to perform major life activities
- Can require that person demonstrate the relationship between his/her ability to function and the help of the assistive/support animal
- Can require that the assistive/support animal is needed to assist with the qualifying disability
- Can require that Physician, Psychiatrist, Social Workers or other mental health care professional supply documentation for need of an assistive/support animal
- Can require assistive/support animal have current vaccinations updated per state and local laws
- Can deny the request or take away the accommodation if the assistive/support animal poses a direct and significant health or safety threat to others or the assistive/support animal has behavior issues that negatively affect other Tenants.
- Can deny the request if it will cause an undue financial or administrative burden, would fundamentally alter the nature of the operation or would result in significant property damage

The Housing Authority:

- Will Not restrict where assistive/support animals go.
- Will Not restrict a Tenant with an assistive/support animal from also having a pet. The pet policy would apply to any pet.
- Will Not restrict size, breed, type of the assistive/support animal
- Will Not require that assistive/support animals be professionally trained or have certification.
- Will Not require that owner put up a separate deposit to pay for repairs for an assistive/support animal.