**Chapter 10**

**ASSISTANCE ANIMALS AND PETS**

[24 CFR 5, Subpart C; 24 CFR 960, Subpart G]

**INTRODUCTION**

The PHA’s pet policies must comply with applicable state and local public health, animal control, and animal cruelty laws and regulations. Since these laws and regulations vary from community to community, pet policies must necessarily be tailored to meet local conditions. Pet policies may also vary between elderly/disabled and general occupancy developments, and for each development within one of these categories. Please see the additional guidance immediately following this introduction.

This chapter describes HUD regulations and PHA policies related to assistance animals and pet ownership as follows:

Part I: Assistance Animals. This part explains the difference between assistance animals, including service and support animals, and pets, and contains policies related to the designation of an assistance animal as well as their care and handling.

Part II: Pet policies for all developments. This part includes pet policies that are common to both elderly/disabled developments and general occupancy developments.

Part III: Pet deposits and fees for elderly/disabled developments. This part contains policies for pet deposits and fees that are applicable to elderly/disabled developments.

Part IV: Pet deposits and fees for general occupancy developments. This part contains policies for pet deposits and fees that are applicable to general occupancy developments.

**Additional Guidance for Completing this Chapter**

The following information is additional guidance that may be helpful as you review and complete this chapter.

**Pet Ownership Regulations**

There are two sets of HUD regulations concerning pets in public housing. The first can be found at 24 CFR 5 Subpart C, and contain regulations for the ownership of pets in elderly, disabled, and mixed population developments. The regulations for pets in general occupancy developments can be found at 24 CFR 960, Subpart G. Generally, the regulations governing pets in elderly and disabled developments are more specific.

Exhibit 10-1, at the end of this chapter, is a chart from HUD’s Public Housing Guidebook which compares pet policy requirements for the two types of developments.

**Policies in the Model ACOP**

While the regulations differ depending upon the type of development, PHAs may establish similar pet policies for both types of developments [PH OCC GB, p. 179]. This approach has been adopted in the model ACOP (Part II of this chapter). Establishing “matching” pet policies, when the regulations allow for it, contributes to ease of administration and reduces confusion for residents and staff members.

**Policies by Type of Development**

Alternatively, PHAs may develop separate policies for the two types of developments. If the PHA wishes to establish, or has established, separate pet policies for elderly/disabled and general occupancy developments, Chapter 10 should be restructured as follows:

* Part I: Service Animals and Assistance Animals
* Part II: Pet Policies for Elderly/Disabled Developments
* Part III: Pet Policies for General Occupancy Developments

If you reorganize the chapter into three parts, you may still use the applicable section and subsection headings from the model ACOP, they will just need to be reorganized according to the type of development. Policies will need to be edited to reflect the differences between developments.

**Policies by Individual Development**

Another option is for PHAs to establish differing pet policies for individual developments.

If the PHA wishes to establish, or has established, separate pet policies for individual developments, Chapter 10 could be reorganized into multiple parts (one for each development), or the current format can be used and the policies can be edited to show the differences between developments (when applicable).

***Pet Policy House Rules***

Many PHAs incorporate pet policies or rules for individual developments into that development’s house rules. For example, house rules might specify the pet exercise area for that development. Like the pet policy, house rules are incorporated into the public housing lease by reference.

If the PHA chooses to incorporate development-specific pet rules into that development’s house rules, the model ACOP should be revised as appropriate. Example: “Pet area restrictions are listed in the house rules for each development.”

**State and Local Laws and Codes**

As noted in the introduction to this chapter, pet policies must not conflict with state or local laws or regulations. Due to the variations in law and regulation between jurisdictions, it is not possible to provide default or sample policies which would be compliant for every PHA.

As you review each section of this chapter of the model ACOP, it is imperative that you compare the default or alternate policy language with your state and local laws and regulations. Edit or revise the model ACOP as appropriate, or replace the suggested policies with the PHA’s existing, compliant policies. The model ACOP Guide contains options for deleting the default policy language and inserting your existing, compliant policies.

**Pet Committees**

The American Society for the Prevention of Cruelty to Animals (ASPCA) recommends that PHAs establish a pet committee for the purposes of involving residents directly in the implementation of the development’s pet ownership policy and the resolution of problems, and for relieving PHA management of the day-to-day operation and enforcement of the pet rules.

Such a committee would consist of pet-owning residents, non-pet owning residents, representatives of local humane society organizations and the animal sheltering community, animal behaviorists and veterinarians and/or their staffs, and other community volunteers knowledgeable in the field of pet ownership or public housing. Its responsibilities could include:

* Reviewing pet registration applications and recommending approval or denial
* Reviewing compliance with pet ownership regulations
* Serving as the first point of contact in pet-related complaints, which should be provided in writing. The committee should be empowered to investigate the dispute, interview the relevant parties and work with them to achieve a resolution, and enforce a decision. Any party dissatisfied with the resolution may appeal to PHA management.
* Determining appropriate responses in cases where a problem related to pet ownership has been found to exist, which may include, depending upon the severity of the infraction or whether it is a first-time or repeat offense, issuing a warning, setting a deadline for correction of the problem, imposing a fine, prohibiting pet ownership in the future (while allowing the current pet to remain), requiring that the pet be relinquished, or eviction (ASPCA Model Pet Ownership Policy).

PHA establishment of a pet committee is not required by regulations and is not included as a default policy in the model ACOP. However, PHAs may want to consider this option as a way of reducing the PHA’s burden in administering pet policies. If the PHA chooses to establish such a committee, the applicable policies should be added to this chapter of the ACOP.

**PART I: ASSISTANCE ANIMALS**

[Section 504; Fair Housing Act (42 U.S.C.); 24 CFR 5.303; 24 CFR 960.705; Notice FHEO 2020-01]

**10-I.A. OVERVIEW**

This part provides information about the definition of assistance animals, including service and support animals, and the PHA’s treatment of such animals. It should be noted that assistance animals include animals that provide emotional support to persons with disabilities who have a disability-related need for such support.

Assistance animals, including service and support animals, are not pets. PHAs may not apply or enforce any pet policies against assistance animals [24 CFR 5.303; 960.705; Notice FHEO 2020-01].

**No policy decisions are required.**

**10-I.B. APPROVAL OF ASSISTANCE ANIMALS [Notice FHEO 2020-01]**

This section contains the PHA’s policies for the approval of assistance animals, including service animals and support animals.

PHAs should follow the follow the decision-making process outlined in Notice FHEO 2020-01 and in accordance with the reasonable accommodation policies outlined in Chapter 2 for all requests for exceptions or modifications to the PHA’s rules, policies, practices, and procedures so that persons with disabilities can have assistance animals in the housing where they reside.

The Fair Housing Act does not require a dwelling to be made available to an individual whose tenancy would constitute a direct threat to the health of safety of other individuals or would result in substantial physical damage to the property of others. A PHA may therefore refuse a reasonable accommodation for an assistance animal if the specific animal poses a direct threat that cannot be eliminated or reduced to an acceptable level through the actions the individual takes to maintain or control the animal (e.g., keeping the animal in a security enclosure).

PHAs have the authority to regulate service animals and assistance animals under applicable federal, state, and local law [24 CFR 5.303(b)(3); 960.705(b)(3)]. As an example, permission would not be given for an assistance animal that is not allowed under local animal laws, such as a tiger.

**☑ Decision Point: How will the PHA verify the need for an assistance animal?**

Things to Consider

* Notice FHEO 2020-01 states that PHAs should initially follow the Department of Justice (DOJ) analysis to assessing whether an animal is a service animal under the Americans with Disabilities Act (ADA). This means first determining whether the animal is a dog and whether it is readily apparent that the dog is trained to do work or tasks for the benefit of the individual with a disability. If the animal is a dog and the work or task is not readily apparent, the PHA should limit its inquiries to the following two questions: (1) Is the animal required because of the disability? and (2) What work or task has the animal been trained to perform? If the answer to question (1) is “yes” and work or a task is identified in response to question (2), grant the requested accommodation if otherwise reasonable.
* If the animal does not qualify as a service animal, the PHA must next determine whether the animal would qualify as a support animal (other type of assistance animal). If the individual has indeed requested a reasonable accommodation to get or keep an animal in connection with a physical or mental impairment or disability, the PHA may use the questions outlined in Notice FHEO 2020-01 to help them assess whether to grant the accommodation.
* The default policy states that the approval of a support animal will be done in accordance with the criteria outlined in Notice FHEO 2020-01 and the reasonable accommodation policies in Chapter 2.
* Reasonable accommodation rules and policies state that if a person’s disability is obvious, or is otherwise known to the PHA, the PHA may not request any additional information about the disability. Likewise, if the need for the assistance animal is readily apparent or known, the PHA may not request any additional information about the disability-related need for the assistance animal [HUD-DOJ Reasonable Accommodations Guidance, 5/17/04].
* Keep in mind that for purposes of reasonable accommodation, a person with disabilities is not required to meet the HUD definition used for deductions and allowances.
* PHAs should develop procedures, as well as any necessary verification forms, for processing requests for approval of assistance animals.
* The PHA’s step-by-step procedure for processing assistance animal requests may be listed here, or may be contained in a separate procedures document.

🞎 *Option 1: Use the model ACOP language shown below. No changes to the model ACOP are needed.*

For an animal to be excluded from the pet policy and be considered a service animal, it must be a trained dog, and there must be a person with disabilities in the household who requires the dog’s services.

For an animal to be excluded from the pet policy and be considered a support animal, there must be a person with disabilities in the household, there must be a disability-related need for the animal, and the family must request and the PHA approve a reasonable accommodation in accordance with the criteria outlined in Notice FHEO 2020-01 and the policies contained in Chapter 2.

🞎 *Option 2: Use PHA-established policy. Edit the model ACOP language or delete it and insert the PHA’s policy.*

**10-I.C. CARE AND HANDLING**

PHAs have the authority to regulate assistance animals, including service animals, under applicable federal, state, and local law [24 CFR 5.303(b)(3); 960.705(b)(3)].

**☑ Decision Point: What policies will the PHA adopt for the care and handling of assistance animals?**

Things to Consider

* PHAs should ensure their policies are consistent with applicable state and local animal laws.
* Policies should be designed to protect the health and safety of the residents and the animal.
* The model policy language makes it clear that if the PHA determines that a resident is in violation of the care and handling policies, the PHA will consider whether a reasonable accommodation can be provided that will allow the resident to abide by the policies.
* If not, the policy states that approval of a specific animal may be withdrawn. This does not mean that the PHA is withdrawing approval of the need for an assistance animal.

🞎 *Option 1: Use the model ACOP language shown below. No changes to the model ACOP are needed.*

Residents are responsible for feeding, maintaining, providing veterinary care, and controlling their assistance animals. A resident may do this on their own or with the assistance of family, friends, volunteers, or service providers.

Residents must care for assistance animals in a manner that complies with state and local laws, including anti-cruelty laws.

Residents must ensure that assistance animals do not pose a direct threat to the health or safety of others, or cause substantial physical damage to the development, dwelling unit, or property of other residents.

When a resident’s care or handling of an assistance animal violates these policies, the PHA will consider whether the violation could be reduced or eliminated by a reasonable accommodation. If the PHA determines that no such accommodation can be made, the PHA may withdraw the approval of a particular assistance animal.

🞎 *Option 2: Use PHA-established policy. Edit the model ACOP language or delete it and insert the PHA’s policy.*

**PART II: PET POLICIES FOR ALL DEVELOPMENTS**

[24 CFR 5, Subpart C; 24 CFR 960, Subpart G]

**10-II.A. OVERVIEW**

This section provides an overview for Part II. **No policy decisions are required**.

**10-II.B. MANAGEMENT APPROVAL OF PETS**

**Registration of Pets**

**☑ Decision Point: What policies will the PHA establish for pre-approval and registration of pets?**

Things to Consider

* The regulations do not specifically require PHA pre-approval of pets, but such a policy is necessary for proper administration of the applicable pet rules.
* Once a pet has been moved into a dwelling unit, it may become extremely difficult to remove it.
* There is no HUD requirement that families register pets with the PHA, but many PHAs do it successfully. The purpose is to ensure that there is a standard to document the health, suitability and acceptability of the pet.
* Registration requirements may not conflict with state or local law.
* Requiring annual re-registration ensures that inoculations and licensing (if required) are kept current.

🞎 *Option 1: Use the model ACOP language shown below. No changes to the model ACOP are needed.*

Pets must be registered with the PHA before they are brought onto the premises.

Registration includes documentation signed by a licensed veterinarian or state/local authority that the pet has received all inoculations required by state or local law, and that the pet has no communicable disease(s) and is pest-free. This registration must be renewed annually and will be coordinated with the annual reexamination date.

Pets will not be approved to reside in a unit until completion of the registration requirements.

🞎 *Option 2: Use PHA-established policy. Edit the model ACOP language or delete it and insert the PHA’s policy.*

🞎 *Option 3: Use the policy specified in the PHA’s current public housing lease/pet policy. Delete the model ACOP language and insert the PHA’s policy.*

**Refusal to Register Pets**

**☑ Decision Point: Under what circumstances will the PHA refuse to register a pet?**

Things to Consider

* The model policy provides specific circumstances in which the PHA will not register/approve a pet.
* The policy also requires the PHA to provide written notice of its refusal, including the reasons for the decision. For administrative ease, the policy uses the standard time frame (10 business days) for the PHA to provide the notice.

🞎 *Option 1: Use the model ACOP language shown below. No changes to the model ACOP are needed.*

The PHA will refuse to register a pet if:

The pet is not a *common household pet* as defined in Section 10-II.C. below

Keeping the pet would violate any pet restrictions listed in this policy

The pet owner fails to provide complete pet registration information, or fails to update the registration annually

The applicant has previously been charged with animal cruelty under state or local law; or has been evicted, had to relinquish a pet or been prohibited from future pet ownership due to pet rule violations or a court order

The PHA reasonably determines that the pet owner is unable to keep the pet in compliance with the pet rules and other lease obligations. The pet's temperament and behavior may be considered as a factor in determining the pet owner's ability to comply with provisions of the lease.

If the PHA refuses to register a pet, written notification will be sent to the pet owner within 10 business days of the PHA’s decision. The notice will state the reason for refusing to register the pet and will inform the family of their right to appeal the decision in accordance with the PHA’s grievance procedures.

🞎 *Option 2: Use PHA-established policy. Edit the model ACOP language or delete it and insert the PHA’s policy.*

🞎 *Option 3: Use the policy specified in the PHA’s current public housing lease/Pet Policy. Delete the model ACOP language and insert the PHA’s policy.*

**Pet Agreement**

**☑ Decision Point: Will the PHA require pet owners to enter into a pet agreement with the PHA?**

Things to Consider

* Pet agreements are not required by regulations. However, requiring pet agreements is good practice and protects the PHA, the resident, and the pet by making clear the resident’s responsibilities related to pet ownership.
* A pet agreement serves as the PHA’s proof that a resident has agreed to comply with the applicable pet rules, and that s/he understands the possible consequences of noncompliance.
* The American Society for the Prevention of Cruelty to Animals (ASPCA) recommends that a resident sign a statement indicating that they have read the pet rules, understand them, agree to comply with them, and understand that noncompliance may result in forfeiture of the pet or eviction *(ASPCA Model Pet Ownership Policy).*

🞎 *Option 1: Use the model ACOP language shown below. No changes to the model ACOP are needed.*

Residents who have been approved to have a pet must enter into a pet agreement with the PHA, or the approval of the pet will be withdrawn.

The pet agreement is the resident’s certification that they have received a copy of the PHA’s pet policy and applicable house rules, that they have read the policies and/or rules, understand them, and agree to comply with them.

The resident further certifies by signing the pet agreement that they understand that noncompliance with the PHA’s pet policy and applicable house rules may result in the withdrawal of PHA approval of the pet or termination of tenancy.

🞎 *Option 2: Do not adopt a policy requiring a pet agreement. Delete the Pet Agreement section in the model ACOP.*

🞎 *Option 3: Use the policy specified in the PHA’s current public housing lease/pet policy. Delete the model ACOP language and insert the PHA’s policy.*

**10-II.C. STANDARDS FOR PETS [24 CFR 960.705(b); 5.318]**

This part of the model ACOP contains the PHA’s policies governing the size, type, and number of pets allowed, as well as requirements for licensing and spaying or neutering pets.

**Definition of “Common Household Pet”**

**☑ Decision Point: How will the PHA define “common household pet”?**

Things to Consider

* HUD regulations leave it up to PHA discretion to define “common household pet.”
* PHA policy may not conflict with state or local law.
* The default policies exclude reptiles (including turtles) and rodents (including hamsters). If the PHA wishes to allow these animals, edit the model ACOP as necessary.
* The PHA may restrict ownership of certain animals meeting the definition of “common household pet” based on other factors. See “Pet Restrictions” below.

🞎 *Option 1: Use the model ACOP language shown below. No changes to the model ACOP are needed.*

*Common household pet* means a domesticated animal, such as a dog, cat, bird, or fish that is traditionally recognized as a companion animal and is kept in the home for pleasure rather than commercial purposes.

The following animals are not considered common household pets:

Reptiles

Rodents

Insects

Arachnids

Wild animals or feral animals

Pot-bellied pigs

Animals used for commercial breeding

🞎 *Option 2: Use PHA-established policy. Edit the model ACOP language or delete it and insert the PHA’s policy.*

🞎 *Option 3: Use the policy specified in the PHA’s current public housing lease/pet policy. Delete the model ACOP language and insert the PHA’s policy.*

**Pet Restrictions**

**☑ Decision Point: Will the PHA establish any pet restrictions, if so what types of pets will be restricted?**

Things to Consider

* Regulations require that policies must be reasonable. While PHAs may place reasonable restrictions on pets, a restriction banning all dogs (for example) would be considered unreasonable.
* PHAs are allowed but not required to adopt a weight limit for pets.
* The PHA may prohibit types of animals that the PHA classifies as dangerous, if such classifications are consistent with state and local law [24 CFR 960.707(b)(3)].
* Some state and local laws prohibit banning particular breeds.
* The model ACOP bans pit bulls, rottweilers, chows and boxers. If this is contrary to state and local laws, the model policy must be edited accordingly.
* The restrictions in the model ACOP are examples of typical PHA policies, and may not comply with state or local law in some jurisdictions. The PHA may wish to edit or revise the list.

🞎 *Option 1: Use the model ACOP language shown below. No changes to the model ACOP are needed.*

The following animals are not permitted:

Any animal whose adult weight will exceed 25 pounds

Dogs of the pit bull, rottweiler, chow, or boxer breeds

Ferrets or other animals whose natural protective mechanisms pose a risk to small children of serious bites or lacerations

Any animal not permitted under state or local law or code

🞎 *Option 2: Use PHA-established policy. Edit the model ACOP language or delete it and insert the PHA’s policy.*

🞎 *Option 3: Use the policy specified in the PHA’s current public housing lease/pet policy. Delete the model ACOP language and insert the PHA’s policy.*

**Number of Pets**

**☑ Decision Point: How many pets may a resident family own?**

Things to Consider

* Restrictions on the allowable number of pets may be adopted PHA-wide, or may be based on unit size or development conditions (such as density or amount of green space). Please see **Policies By Individual Development** following the introduction to this chapter.
* The model policy sets the same standard for all developments and unit sizes.
* The pet limits in the model ACOP are examples of typical PHA policies, and may not comply with state or local law in some jurisdictions. The PHA may wish to edit or revise the list.

🞎 *Option 1: Use the model ACOP language shown below. No changes to the model ACOP are needed.*

Residents may own a maximum of two pets, only one of which may be a dog.

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 one pet.

🞎 *Option 2: Use PHA-established policy. Edit the model ACOP language or delete it and insert the PHA’s policy.*

🞎 *Option 3: Use the policy specified in the PHA’s current public housing lease/pet policy. Delete the model ACOP language and insert the PHA’s policy.*

**Other Requirements**

**☑ Decision Point: What additional requirements will the PHA impose for pet ownership?**

Things to Consider

* The ASPCA strongly recommends that PHAs adopt a requirement for spaying/neutering cats and dogs. The purpose of the requirement is to prevent unwanted animal births and to provide health and behavioral benefits to the pets. For example, spayed/neutered dogs are 3 times less likely to bite than dogs that have not been sterilized [ASPCA Model Pet Ownership Policy].
* While the PHA is not required to adopt a licensing requirement, the absence of such a policy does not relieve pet owners of their responsibility to comply with state and local laws (which may require licensing).
* PHAs may not require pet owners to have any pet’s vocal cords removed. [24 CFR 5.318(e); 960.707(c)]

🞎 *Option 1: Use the model ACOP language shown below. No changes to the model ACOP are needed.*

Dogs and cats must be spayed or neutered at the time of registration or, in the case of underage animals, within 30 days of the pet reaching 6 months of age. Exceptions may be made upon veterinary certification that subjecting this particular pet to the procedure would be temporarily or permanently medically unsafe or unnecessary.

Pets must be licensed in accordance with state or local law. Residents must provide proof of licensing at the time of registration and annually, in conjunction with the resident’s annual reexamination.

🞎 *Option 2: Use PHA-established policy. Edit the model ACOP language or delete it and insert the PHA’s policy.*

🞎 *Option 3: Use the policy specified in the PHA’s current public housing lease/pet policy. Delete the model ACOP language and insert the PHA’s policy.*

**10-II.D. PET RULES**

As noted earlier in this chapter, PHAs have broad discretion in establishing pet policies. Different or varying guidelines may be appropriate locally, and pet policies must comply with applicable local laws. *(PH Guidebook, p. 183)*

**Pet Area Restrictions**

**☑ Decision Point: What policies will the PHA adopt for restricting the presence of pets within developments?**

Things to Consider

* These policies are designed to minimize problems with pets when they are outside of the resident’s dwelling unit.

🞎 *Option 1: Use the model ACOP language shown below. No changes to the model ACOP are needed.*

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 or carried. They must be under the control of the resident or other responsible individual at all times.

Pets other than dogs or cats must be kept in a cage or carrier when outside of the unit.

Pets are not permitted in common areas including lobbies, community rooms and laundry areas except for those common areas which are entrances to and exits from the building.

Pet owners are not permitted to exercise pets or permit pets to deposit waste on project premises outside of the areas designated for such purposes.

🞎 *Option 2: Use PHA-established policy. Edit the model ACOP language or delete it and insert the PHA’s policy.*

🞎 *Option 3: Use the policy specified in the PHA’s current public housing lease/pet policy. Delete the model ACOP language and insert the PHA’s policy.*

**Designated Pet/No-Pet Areas [24 CFR 5.318(g), PH GB, p. 182]**

PHAs may designate buildings, floors of buildings, or sections of buildings as no-pet areas where pets generally may not be permitted. Pet rules may also designate buildings, floors of building, or sections of building for residency by pet-owning tenants.

**☑ Decision Point: Has the PHA designated any buildings, floors of buildings, or sections of buildings as no-pet areas, or for residency of pet-owning tenants?**

Things to Consider

* Establishing pet areas and no-pet areas within developments may be an excellent way for the PHA to deal with issues such as individuals who have severe allergies to pets or who will be bothered by even reasonable levels of noise that pets create [PH Guidebook, p. 183].
* Designating areas for this purpose may add an administrative burden to the PHA, and may be difficult to maintain as residents move in and out.
* If you have designated certain areas for residency by pet-owners, or as no-pet areas, the model policy should be deleted and the relevant information should be inserted.

🞎 *Option 1: Use the model ACOP language shown below. No changes to the model ACOP are needed.*

With the exception of common areas as described in the previous policy, the PHA has not designated any buildings, floors of buildings, or sections of buildings as no-pet areas. In addition, the PHA has not designated any buildings, floors of buildings, or sections of buildings for residency of pet-owning tenants.

🞎 *Option 2: Use PHA-established policy. Edit the model ACOP language or delete it and insert the PHA’s policy.*

**Cleanliness**

**☑ Decision Point: What actions will the PHA require of pet owners to ensure cleanliness in dwelling units and common areas?**

Things to Consider

* For developments in which some or all dwelling units include yards, the PHA should have a requirement for prompt removal of pet waste from these areas.

🞎 *Option 1: Use the model ACOP language shown below. No changes to the model ACOP are needed.*

The pet owner shall be responsible for the removal of waste from the exercise area by placing it in a sealed plastic bag and disposing of it in a container provided by the PHA.

The 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.

Litter box requirements:

Pet owners must promptly dispose of waste from litter boxes and must maintain litter boxes in a sanitary manner.

Litter shall not be disposed of by being flushed through a toilet.

Litter boxes shall be kept inside the resident's dwelling unit.

🞎 *Option 2: Use PHA-established policy. Edit the model ACOP language or delete it and insert the PHA’s policy.*

🞎 *Option 3: Use the policy specified in the PHA’s current public housing lease/pet policy. Delete the model ACOP language and insert the PHA’s policy.*

**Alterations to Unit**

**☑ Decision Point: Will the PHA permit residents to make pet-related alterations to the dwelling unit?**

Things to Consider

* If you do allow alterations to the unit, PHA policies should clearly delineate what types of alterations are allowed and what types are prohibited.

🞎 *Option 1: Use the model ACOP language shown below. No changes to the model ACOP are needed.*

Pet owners shall not alter their unit, patio, premises or common areas to create an enclosure for any animal.

Installation of pet doors is prohibited.

🞎 *Option 2: Use PHA-established policy. Edit the model ACOP language or delete it and insert the PHA’s policy.*

**Noise**

**☑ Decision Point: What policies will the PHA establish for control of pet-related noise?**

Things to Consider

* Some level of pet noise is inevitable. PHA policy should address noise that is loud, continuous, or rises to the level of a nuisance.
* Generally, PHA policy should not be stricter than local law.

🞎 *Option 1: Use the model ACOP language shown below. No changes to the model ACOP are needed.*

Pet owners must agree to control the noise of pets so that such noise does not constitute a nuisance to other residents or interrupt their peaceful enjoyment of their housing unit or premises. This includes, but is not limited to loud or continuous barking, howling, whining, biting, scratching, chirping, or other such activities.

🞎 *Option 2: Use PHA-established policy. Edit the model ACOP language or delete it and insert the PHA’s policy.*

🞎 *Option 3: Use the policy specified in the PHA’s current public housing lease/pet policy. Delete the model ACOP language and insert the PHA’s policy.*

**Pet Care**

**☑ Decision Point: What standards of pet care will the PHA require?**

🞎 *Option 1: Use the model ACOP language shown below. No changes to the Model ACOP are needed.*

Each pet owner shall be responsible for adequate care, nutrition, exercise and medical attention for their pet.

Each pet owner shall be responsible for appropriately training and caring for their pet to ensure that the pet is not a nuisance or danger to other residents and does not damage PHA property.

No animals may be tethered or chained inside or outside the dwelling unit at any time.

🞎 *Option 2: Use PHA-established policy. Edit the model ACOP language or delete it and insert the PHA’s policy.*

🞎 *Option 3: Use the policy specified in the PHA’s current public housing lease/pet policy. Delete the model ACOP language and insert the PHA’s policy.*

**Responsible Parties**

**☑ Decision Point: What policies will the PHA adopt for care of pets during the temporary or permanent absence or incapacity of the pet owner?**

Things to Consider

* The purpose of requiring pet owners to designate responsible parties is to ensure continuing care of the pet if the owner is unable to provide the care.
* Such a policy is not required and may be revised as appropriate (for example, the PHA may require designation of 1 responsible party instead of 2).
* The model ACOP policy also calls for notification to the PHA if a resident is temporarily caring for another resident’s pet. This information is necessary in case of an incident or problem with the pet in the owner’s absence.

🞎 *Option 1: Use the model ACOP language shown below. No changes to the model ACOP are needed.*

The pet owner 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 the death or incapacity of the pet owner, or by other factors that render the pet owner unable to care for the pet.

A resident who cares for another resident’s pet must notify the PHA and sign a statement that they agree to abide by all the pet rules.

🞎 *Option 2: Use PHA-established policy. Edit the model ACOP language or delete it and insert the PHA’s policy.*

🞎 *Option 3: Use the policy specified in the PHA’s current public housing lease/pet policy. Delete the model ACOP language and insert the PHA’s policy.*

**Inspections and Repairs**

**☑ Decision Point: What policies will the PHA adopt for inspections and repairs for units where a pet resides?**

Things to Consider

* Section 9.4 of HUD’s ACOP Development Guide contains recommended sample language regarding management access to the unit for inspections and repairs as it relates to units where a pet resides. The model policy is adapted from HUD’s sample language [*ACOP Development Guide,* Chapter 9, p. 12].
* ACOP policies regarding inspections and repairs in Chapter 8 also reflect this recommended language. If your PHA chooses not to adopt the default policy below, you will also need to modify the policies in Section 8-II.B. accordingly.

🞎 *Option 1: Use the model ACOP language shown below. No changes to the model ACOP are needed.*

Except for emergencies, management will not enter the dwelling unit for performance of repairs or inspections where a pet resides unless accompanied for the entire duration of the inspection or repair by the pet owner or 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 tasks. 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.

🞎 *Option 2: Use PHA-established policy. Edit the model ACOP language or delete it and insert the PHA’s policy.*

🞎 *Option 3: Use the policy specified in the PHA’s current public housing lease/pet policy. Delete the model ACOP language and insert the PHA’s policy.*

**Pets Temporarily on the Premises**

**☑ Decision Point: Under what circumstances will the PHA permit pets to be on the premises on a temporary basis?**

Things to Consider

* The policies in this section should cover situations in which:
* Guests or visitors wish to bring their pets onto the premises
* A resident wishes to care for the pet of a non-resident in the dwelling unit
* While the ASPCA recommends allowing short-term visits by non-resident pet owners and their pets, this approach has not been adopted in the model ACOP. If the PHA wishes to permit these short-term visits, the model ACOP may be revised accordingly.
* HUD encourages PHAs to permit the use of a visiting pet program sponsored by the humane society [PH Guidebook p. 182].

🞎 *Option 1: Use the model ACOP language shown below. No changes to the model ACOP are needed.*

Pets that are not owned by a tenant are not allowed on the premises. Residents are prohibited from feeding or harboring stray animals.

This rule does not apply to visiting pet programs sponsored by a humane society or other non-profit organizations, and approved by the PHA.

🞎 *Option 2: Use PHA-established policy. Edit the model ACOP language or delete it and insert the PHA’s policy.*

🞎 *Option 3: Use the policy specified in the PHA’s current public housing lease/pet policy. Delete the model ACOP language and insert the PHA’s policy.*

**Pet Rule Violations**

**☑ Decision Point: What actions will the PHA take when residents violate the pet rules?**

Things to Consider

* The model ACOP provides for an informal meeting to attempt to resolve pet rule violations. The PHA is not required to offer such a meeting.
* Determination of a violation should be objective as far as possible. The PHA might want to avoid basing a violation on the statement of a neighbor.
* Policies for treatment of pet rule violations should be applied consistently to reduce or eliminate charges of favoritism.
* For administrative ease, the policy gives the pet owner 10 business days (the standard timeframe used throughout much of the ACOP) to correct the violation or request a meeting to discuss the violation.
* Due to the potential for pet rule violations to have serious consequences on people and property, the model policy requires action by the family within 5 calendar days. This is departure from the standard (10 business days) used throughout most of the policy.

🞎 *Option 1: Use the model ACOP language shown below. No changes to the model ACOP are needed.*

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

If a determination is made on objective facts supported by written statements, that a resident/pet owner has violated the pet rules, written notice will be served.

The notice will contain a brief statement of the factual basis for the determination and the pet rule(s) that were violated. The notice will also state:

That the pet owner has 10 business days from the effective date of the service of notice to correct the violation or make written request for a meeting to discuss the violation;

That the pet owner is entitled to be accompanied by another person of their choice at the meeting; and

That the pet owner's failure to correct the violation, request a meeting, or appear at a requested meeting may result in initiation of procedures to remove the pet, or to terminate the pet owner's tenancy.

🞎 *Option 2: Use PHA-established policy. Edit the model ACOP language or delete it and insert the PHA’s policy.*

🞎 *Option 3: Use the policy specified in the PHA’s current public housing lease/pet policy. Delete the model ACOP language and insert the PHA’s policy.*

**Notice for Pet Removal**

**☑ Decision Point: When and how will the PHA notify a resident that a pet must be removed from PHA premises?**

🞎 *Option 1: Use the model ACOP language shown below. No changes to the model ACOP are needed.*

If the pet owner and the PHA are unable to resolve the violation at the meeting or the pet owner fails to correct the violation in the time period allotted by the PHA, the PHA may serve notice to remove the pet.

The notice will contain:

A brief statement of the factual basis for the PHA's determination of the pet rule that has been violated

The requirement that the resident /pet owner must remove the pet within 30 calendar days of the notice

A statement that failure to remove the pet may result in the initiation of termination of tenancy procedures

🞎 *Option 2: Use PHA-established policy. Edit the model ACOP language or delete it and insert the PHA’s policy.*

🞎 *Option 3: Use the policy specified in the PHA’s current public housing lease/pet policy. Delete the model ACOP language and insert the PHA’s policy.*

**Pet Removal**

**☑ Decision Point: Under what circumstances will the PHA take action to remove a pet from the premises?**

Things to Consider

* The policies in this section address situations in which the health or safety of the pet itself is threatened.
* Situations that threaten the health or safety of others are addressed below, under “Emergencies”.
* The policies in this section are not applicable when a resident has been served notice to remove a pet and has not complied. The PHA is not authorized to remove a pet in that situation but may terminate tenancy due to noncompliance (see “Termination of Tenancy” below).

🞎 *Option 1: Use the model ACOP language shown below. No changes to the model ACOP are needed.*

If the death or incapacity of the 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 pet owner.

If the responsible party is unwilling or unable to care for the pet, or if the PHA after reasonable efforts cannot contact the responsible party, the PHA may contact the appropriate state or local agency and request the removal of the pet.

🞎 *Option 2: Use the policy specified in the PHA’s current public housing lease/pet policy. Delete the model ACOP language and insert the PHA’s policy.*

**Termination of Tenancy**

**☑ Decision Point: When will the PHA initiate termination of tenancy due to violations of the pet rules?**

Things to Consider

* The PHA must follow its established policies for termination of tenancy. These policies are located in Chapter 13.

🞎 *Option 1: Use the model ACOP language shown below. No changes to the model ACOP are needed.*

The PHA may initiate procedures for termination of tenancy based on a pet rule violation if:

The pet owner has failed to remove the pet or correct a pet rule violation within the time period specified

The pet rule violation is sufficient to begin procedures to terminate tenancy under terms of the lease

🞎 *Option 2: Use PHA-established policy. Edit the model ACOP language or delete it and insert the PHA’s policy.*

🞎 *Option 3: Use the policy specified in the PHA’s current public housing lease/pet policy. Delete the model ACOP language and insert the PHA’s policy.*

**Emergencies**

**☑ Decision Point: What actions will the PHA take when a pet creates an immediate health or safety threat?**

Things to Consider

* The PHA may incur liability if the PHA is aware of an immediate threat to residents’ health or safety and fails to take action.

🞎 *Option 1: Use the model ACOP language shown below. No changes to the model ACOP are needed.*

The PHA will take all necessary steps to ensure that pets that become vicious, display symptoms of severe illness, or demonstrate behavior that constitutes an immediate threat to the health or safety of others, are immediately removed from the premises by referring the situation to the appropriate state or local entity authorized to remove such animals.

If it is necessary for the PHA to place the pet in a shelter facility, the cost will be the responsibility of the pet owner.

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.

🞎 *Option 2: Use PHA-established policy. Edit the model ACOP language or delete it and insert the PHA’s policy.*

🞎 *Option 3: Use the policy specified in the PHA’s current public housing lease/Pet Policy. Delete the model ACOP language and insert the PHA’s policy.*

**PART III: PET DEPOSITS AND FEES IN ELDERLY/DISABLED DEVELOPMENTS**

[24 CFR 5.318(d)]

**10-III.A. OVERVIEW**

This part contains the PHA’s policies governing pet deposits for residents of elderly, disabled and mixed population developments. The PHA is not permitted to charge a “non-refundable nominal fee” for pet-related operating costs in these developments. Other pet-related fees and charges are also addressed in this part.

**10-III.B. PET DEPOSITS [24 CFR 5.318(d)(1) and (d)(3)]**

**Payment of Deposit**

**☑ Decision Point: What policies will the PHA adopt for the amount and collection of pet deposits in elderly/disabled developments?**

Things to Consider

* The amount of the deposit may not exceed the total tenant payment or a “reasonable fixed amount.”
* The PHA may permit gradual accumulation of the pet deposit.
* In determining the amount of the pet deposit, the PHA may take into account the size, potential damage by and activity of the pet. For example, the owner of a canary could pay a smaller deposit than the owner of a dog or cat [PH Guidebook, p. 183].
* The PHA could charge a pet deposit only for owners of dogs or cats.
* State or local law may limit the amount of the pet deposit.
* The PHA is not required to charge a pet deposit.

🞎 *Option 1: Use the model ACOP language shown below. No changes to the model plan are needed.*

Pet owners are required to pay a pet deposit in addition to any other required deposits. The amount of the deposit is the higher of the family’s total tenant payment or $50.00, and must be paid in full before the pet is brought on the premises.

🞎 *Option 2: Require a fixed amount and permit gradual accumulation. Delete the model ACOP language and insert the following:*

Pet owners are required to pay a pet deposit of $\_\_\_ in addition to any other required deposits.

The pet owner must pay at least one-half of the pet deposit at the time the pet is brought on the premises. The remainder of the deposit may be paid in three equal payments, due on the first of each of the three months following the day the pet is brought onto the premises.

🞎 *Option 3: Use PHA-established policy. Edit the model ACOP language or delete it and insert the PHA’s policy.*

🞎 *Option 4: Use the policy specified in the PHA’s current public housing lease/pet policy. Delete the model ACOP language and insert the PHA’s policy.*

**Refund of Deposit**

**☑ Decision Point: How will the PHA handle refunds of pet deposits?**

Things to Consider

* The PHA may use the pet deposit only to pay reasonable expenses directly attributable to the presence of the pet in the project, including (but not limited to) the cost of repairs and replacements to, and fumigation of, the tenant's dwelling unit [24 CFR 5.318(d)(1)].
* Regulations require refund of the deposit “within a reasonable time.” State or local law may require refund of the deposit within a specific time frame. The model policy calls for refund of the deposit within 30 days.
* For administrative ease, the timeframes in this policy are the same as the refund policies for the regular security deposit.

🞎 *Option 1: Use the model ACOP language shown below. No changes to the model ACOP are needed.*

The PHA will refund the pet deposit to the resident, less the costs of any damages caused by the pet to the dwelling unit, within 30 days of move-out or removal of the pet from the unit.

The resident will be billed for any amount that exceeds the pet deposit.

The PHA will provide the resident with a written list of any charges against the pet deposit within 10 business days of the move-out inspection. If the resident disagrees with the amount charged to the pet deposit, the PHA will provide a meeting to discuss the charges.

🞎 *Option 2: Use PHA-established policy. Edit the model ACOP language or delete it and insert the PHA’s policy.*

🞎 *Option 3: Use the policy specified in the PHA’s current public housing lease/pet policy. Delete the model ACOP language and insert the PHA’s policy.*

**10-III.C. OTHER CHARGES**

**Pet-Related Damages During Occupancy**

**☑ Decision Point: What actions will the PHA take when pets cause damage to the dwelling unit or development during occupancy?**

Things to Consider

* The pet deposit should not be used for the costs of pet-related damages during occupancy.
* The policies for these charges should be consistent with the PHA’s policies for other maintenance charges, therefore this policy refers to the policies contained in Section 8-I.F, Maintenance and Damage Charges.

🞎 *Option 1: Use the model ACOP language shown below. No changes to the model ACOP are needed.*

All reasonable expenses incurred by the PHA as a result of damages directly attributable to the presence of the pet in the project will be the responsibility of the resident, including:

The cost of repairs and replacements to the resident's dwelling unit

Fumigation of the dwelling unit

Repairs to common areas of the project

The expense of flea elimination shall also be the responsibility of the resident.

If the resident is in occupancy when such costs occur, the resident shall be billed for such costs in accordance with the policies in Section 8-I.F, Maintenance and Damage Charges. Pet deposits will not be applied to the costs of pet-related damages during occupancy.

Charges for pet-related damage are not part of rent payable by the resident.

🞎 *Option 2: Use PHA-established policy. Edit the model ACOP language or delete it and insert the PHA’s policy.*

🞎 *Option 3: Use the policy specified in the PHA’s current public housing lease/pet policy. Delete the model ACOP language and insert the PHA’s policy.*

**Pet Waste Removal Charge**

**☑ Decision Point: Will the PHA establish a fee for pet waste removal? If so, what is the amount of the fee?**

Things to Consider

* The regulations do not address the PHA's ability to impose charges for house pet rule violations. Charges for violation of PHA pet rules may be treated like charges for any other violation of the lease or PHA tenancy rules.
* The pet waste removal charge is recommended as a deterrent to residents who fail to clean up after their pets in accordance with PHA policy.
* The model policy clarifies that notice of a pet waste removal charge is considered an adverse action, and as such, certain requirements apply.

🞎 *Option 1: Use the model ACOP language shown below. No changes to the model ACOP are needed.*

A separate pet waste removal charge of $10.00 per occurrence will be assessed against pet owners who fail to remove pet waste in accordance with this policy.

Notices of pet waste removal charges will be in accordance with requirements regarding notices of adverse action. Charges are due and payable 14 calendar days after billing. If the family requests a grievance hearing within the required timeframe, the PHA may not take action for nonpayment of the charge until the conclusion of the grievance process.

Charges for pet waste removal are not part of rent payable by the resident.

🞎 *Option 2: Do not impose a charge for pet waste removal. Delete this section of the model ACOP.*

🞎 *Option 3: Use PHA-established policy. Edit the model ACOP language or delete it and insert the PHA’s policy.*

🞎 *Option 4: Use the policy specified in the PHA’s current public housing lease/pet policy. Delete the model ACOP language and insert the PHA’s policy.*

**PART IV: PET DEPOSITS AND FEES IN GENERAL OCCUPANCY DEVELOPMENTS**

[24 CFR 960, Subpart G]

**10-IV.A. OVERVIEW**

The regulations governing pet deposits and fees in general occupancy developments are different from the regulations for elderly/disabled developments. The policies in this part apply to all residents of general occupancy developments, including elderly and disabled families.

**10-IV.B. PET DEPOSITS**

**Payment of Deposit**

**☑ Decision Point: What policies will the PHA adopt for the amount and collection of pet deposits in general occupancy developments?**

Things to Consider

* 24 CFR 960.707(b)(1) allows PHAs to require a refundable pet deposit to cover additional costs attributable to the particular pet.
* The PHA is not required to charge a pet deposit.
* The regulation requires the PHA to place the pet deposit in the type of account required for rental security deposits, unless there are different requirements under state or local law [24 CFR 960.707(d)].
* The PHA may permit gradual accumulation of the pet deposit.
* In determining the amount of the pet deposit, the PHA may take into account the size, potential damage by and activity of the pet. For example, the owner of a canary could pay a smaller deposit than the owner of a dog or cat [PH Guidebook, p. 183].
* The PHA could charge a pet deposit only for owners of dogs or cats.
* State or local law may limit the amount of the pet deposit.

🞎 *Option 1: Use the model ACOP language shown below. No changes to the model ACOP are needed.*

Pet owners are required to pay a pet deposit of $200 in addition to any other required deposits. The deposit must be paid in full before the pet is brought on the premises.

The pet deposit is not part of rent payable by the resident.

🞎 *Option 2: Require a fixed amount and permit gradual accumulation. Delete the model ACOP language and insert the following:*

Pet owners are required to pay a pet deposit of $\_\_\_ in addition to any other required deposits.

The pet owner must pay at least one-half of the pet deposit at the time the pet is brought on the premises. The remainder of the deposit may be paid in three equal payments, due on the first of each of the three months following the day the pet is brought onto the premises.

🞎 *Option 3: Use PHA-established policy. Edit the model ACOP language or delete it and insert the PHA’s policy.*

🞎 *Option 4: Use the policy specified in the PHA’s current public housing lease/pet policy. Delete the model ACOP language and insert the PHA’s policy.*

**Refund of Deposit**

**☑ Decision Point: How will the PHA handle refunds of pet deposits?**

Things to Consider

* The PHA must comply with applicable state or local law as to retention of the deposit, interest, and return of the deposit or portion thereof to the resident, and any other applicable requirements [24 CFR 960.707(d)].
* Regulations require refund of the deposit “within a reasonable time”. State or local law may require refund of the deposit within a specific time frame. The model policy calls for refund of the deposit within 30 days.
* For administrative ease, the timeframes in this policy are the same as the refund policies for the regular security deposit.

🞎 *Option 1: Use the model ACOP language shown below. No changes to the model ACOP are needed.*

The PHA will refund the pet deposit to the resident, less the costs of any damages caused by the pet to the dwelling unit, within 30 days of move-out or removal of the pet from the unit.

The resident will be billed for any amount that exceeds the pet deposit.

The PHA will provide the resident with a written list of any charges against the pet deposit within 10 business days of the move-out inspection. If the resident disagrees with the amount charged to the pet deposit, the PHA will provide a meeting to discuss the charges.

🞎 *Option 2: Use PHA-established policy. Edit the model ACOP language or delete it and insert the PHA’s policy.*

🞎 *Option 3: Use the policy specified in the PHA’s current public housing lease/pet policy. Delete the model ACOP language and insert the PHA’s policy.*

**10-IV.C. NON-REFUNDABLE NOMINAL PET FEE**

**☑ Decision Point: Will the PHA require a non-refundable nominal pet fee? If so, what is the amount of the fee?**

Things to Consider

* The PHA is permitted, but is not required, to establish a non-refundable nominal pet fee [24 CFR 960.707(b)(1)].
* The PHA may assess the fee annually or monthly. Many PHAs find that assessing the fee on a monthly basis is more affordable for residents and thus, easier to collect.
* Any such fee must comply with state and local law.

🞎 *Option 1: Use the model ACOP language shown below. No changes to the model ACOP are needed.*

The PHA requires pet owners to pay a non-refundable nominal pet fee.

This fee is intended to cover the reasonable operating costs to the project relating to the presence of pets. Reasonable operating costs to the project relating to the presence of pets include, but are not limited to:

Landscaping costs

Pest control costs

Insurance costs

Clean-up costs

The pet fee of $10.00 will be billed on a monthly basis, and payment will be due 14 calendar days after billing.

Charges for the non-refundable pet fee are not part of rent payable by the resident.

🞎 *Option 2: Do not require a non-refundable nominal pet fee. Delete this section of the model ACOP.*

🞎 *Option 3: Use PHA-established policy. Edit the model ACOP language or delete it and insert the PHA’s policy.*

🞎 *Option 4: Use the policy specified in the PHA’s current public housing lease/pet policy. Delete the model ACOP language and insert the PHA’s policy.*

**10-IV.D. OTHER CHARGES**

**Pet-Related Damages During Occupancy**

**☑ Decision Point: What actions will the PHA take when pets cause damage to the dwelling unit or development during occupancy?**

Things to Consider

* The pet deposit should not be used for the costs of pet-related damages during occupancy.
* The policies for these charges should be consistent with the PHA’s policies for other maintenance charges, therefore, this policy refers to the policies contained in Section 8-I.F, Maintenance and Damage Charges.

🞎 *Option 1: Use the model ACOP language shown below. No changes to the model ACOP are needed.*

All reasonable expenses incurred by the PHA as a result of damages directly attributable to the presence of the pet in the project will be the responsibility of the resident, including:

The cost of repairs and replacements to the resident's dwelling unit

Fumigation of the dwelling unit

Repairs to common areas of the project

The expense of flea elimination shall also be the responsibility of the resident.

If the resident is in occupancy when such costs occur, the resident shall be billed for such costs in accordance with the policies in Section 8-I.F, Maintenance and Damage Charges. Pet deposits will not be applied to the costs of pet-related damages during occupancy.

Charges for pet-related damage are not part of rent payable by the resident.

🞎 *Option 2: Use PHA-established policy. Edit the model ACOP language or delete it and insert the PHA’s policy.*

🞎 *Option 3: Use the policy specified in the PHA’s current public housing lease/pet policy. Delete the model ACOP language and insert the PHA’s policy.*

**Pet Waste Removal Charge**

**☑ Decision Point: Will the PHA establish a fee for pet waste removal? If so, what is the amount of the fee?**

Things to Consider

* The regulations do not address the PHA's ability to impose charges for house pet rule violations. Charges for violation of PHA pet rules may be treated like charges for any other violation of the lease or PHA tenancy rules.
* The pet waste removal charge is recommended as a deterrent to residents who fail to clean up after their pets in accordance with PHA policy.
* The model policy clarifies that notice of a pet waste removal charge is considered an adverse action, and as such, certain requirements apply.

🞎 *Option 1: Use the model ACOP language shown below. No changes to the model ACOP are needed.*

A separate pet waste removal charge of $10.00 per occurrence will be assessed against pet owners who fail to remove pet waste in accordance with this policy.

Such charges will be due and payable 14 calendar days after billing.

Charges for pet waste removal are not part of rent payable by the resident.

🞎 *Option 2: Do not impose a charge for pet waste removal. Delete this section of the model ACOP.*

🞎 *Option 3: Use PHA-established policy. Edit the model ACOP language or delete it and insert the PHA’s policy.*

🞎 *Option 4: Use the policy specified in the PHA’s current public housing lease/pet policy. Delete the model ACOP language and insert the PHA’s policy.*

**EXHIBIT 10-1: PET POLICIES**

| **PET POLICIES** | **ELDERLY/MIXED POPULATION DEVELOPMENTS** | **GENERAL OCCUPANCY DEVELOPMENTS** |
| --- | --- | --- |
| **1.** **Definition of common household pet** | The pet rules may contain a reasonable definition of common household pet. **§5.306(b**) and **§5.318(a)** | A resident may own one or more common household pets or have one or more present in the unit, subject to the reason-able requirements of the PHA. **§960.707(a)** |
| **2.** **Resident participation** | The PHA must notify all tenants in writing during development of pet rules. The PHA must develop specific procedures governing tenant consultation. Procedures must give tenants adequate opportunity for review and comment before pet rules are issued for effect. **§5.312** and **§5.380** | Resident input is obtained from the Resident Advisory Board, as part of an agency’s PHA Plan. **§960.707(e)** |
| **3.** **Consistency with State and local laws** | The pet rules adopted must not conflict with applicable State or local law or regulations. **§5.315(d)** | Reasonable limitations may include prohibitions on types of animals that the PHA classifies as dangerous, if such classifications are consistent with applicable State and local law. **§960.707(b)(3)** |
| **4.** **Limitations on number of pets in a unit** | Pet rules may consider tenant and pet density and may place reasonable limitations on the number of common household pets allowed in each dwelling unit. **§5.318(b)** | Reasonable requirements may include limitations on the number of animals in a unit, based on unit size. **§960.707(b)(2)** |
| **5.** **Limitations on the number of pets in a development** | The pet rules may place reasonable limitations on the size, weight, and type of common household pets allowed in the development. **§5.318(c)** | Reasonable requirements may include restrictions or prohibitions based on size and type of building/project, or other relevant conditions. **§960.707(b)(4)** |
| **6.** **Pet deposits** | Pet rules may require tenants who own or keep pets in their units to pay a refundable pet deposit. PHA may use the pet deposit only to pay reasonable expenses attributable to pet in the project, including but not limited to cost of repairs and replacements to and fumigation of tenant’s dwelling unit. PHA must refund the unused portion of the pet deposit to the tenant within a reasonable time after the tenant moves out or no longer owns or keeps a pet in the unit. Maximum pet deposit charged by PHA, on a per unit basis, must not exceed the higher of the total tenant payment or a reasonable fixed amount as PHA may require. Pet rule may permit gradual accumulation of pet deposit by the owner. **§5.318(d)(1) and (3)** | Reasonable requirements may include requiring payment of a non-refundable nominal fee to cover the reasonable operating costs to the property relating to presence of pets, a refundable pet deposit to cover additional costs attributable to pet and not otherwise covered, or both. A PHA that requires a resident to pay a pet deposit must place the deposit in an account of the type required under applicable State or local law for pet deposits or, if State or local law has no requirements regarding pet deposits, for rental security deposits, if applicable. PHA must comply with such applicable law on retention of the deposit, interest, and return of the deposit or portion thereof to the resident, and any other applicable requirements**. §960.707(b)(1) and (d)** |
| **7.** **Protecting the health and safety of pets and residents** | Pet rules may prescribe standards of pet care and handling, but must be limited to those needed to protect condition of tenant’s unit and the general condition of the project premises, or to protect health or safety of present tenants, PHA employees, and the public. **§5.318(e)** | The resident must maintain each pet in accordance with applicable State and local public health, animal control, and animal anti-cruelty laws and regulations. **§960.707(a)(2)** |
| **8.** **Pet registration** | Pet rules may require pet owners to license their pets in accordance with applicable State and local laws and regulations. **§5.318(f)** | Reasonable requirements may include registration of the pet with the PHA. **§960.707(b)(5)** Also, see number 7. |
| **9.** **Forbidding removal of any pet’s vocal chords** | Pet rules may not require pet owners to have any pet’s vocal chords removed. **§5.318(e)** | HA may not require pet owners to have any pet’s vocal chords removed. **§960.707(c)** |
| **10.** **PHA Plan** | No requirement. | Annual Plans are required to contain information about the PHA’s pet policy. **§960.707(e)** |
| **11.** **Designated pet areas** | PHAs may designate buildings, floors of buildings, or sections of buildings as no-pet areas where pets generally may not be permitted. Also, pet rules may designate buildings, floors, or sections of buildings for residency generally by pet-owning tenants. PHAs may direct initial tenant moves as may be needed to establish pet and no-pet areas. PHA may not refuse to admit (or delay admitting) an applicant on the grounds that the applicant’s admission would violate a pet or no-pet area. PHA may adjust pet and no-pet areas or direct such additional moves as may be necessary (or both) to accommodate such applicants or meet changing needs of existing tenants. **§5.318(g)** | See number 5. |
| **12.** **Temporary pets** | Pet rules may exclude pets not owned by a tenant to be kept temporarily on the project premises. Pets are “kept temporarily” if they are kept in the tenant’s dwelling unit for less than 14 consecutive days and nights. HUD encourages PHAs to permit the use of a visiting pet program sponsored by the humane society. **§5.318(h)** | See number 1. |
| **13. Lease Provisions** | PHA may bar pets from specified common areas (e.g. lobbies, laundry rooms, social rooms) so long as pet owners can get in and out of building. PHA may require owner to control pet noise and odor. PHA may require dogs and cats to be neutered or spayed. PHAs may choose not to issue pet rules, but any rules issued must follow PHA’s lease, **§5.3 rule**, and state and local law. |  |
| **Miscellaneous rules** | PHA may bar pets from specified common areas (e.g. lobbies, laundry rooms, social rooms) so long as pet owners can get in and out of building. PHA may require owner to control pet noise and odor. PHA may require dogs and cats to be neutered or spayed. PHAs may choose not to issue pet rules, but any rules issued must follow PHA’s lease, **§5.3 rule**, and state and local law. |  |

**FINALIZING THE DOCUMENT**

Take a final look at the changes you have made in this chapter of the ACOP.  
Have you:

(1) Added or subtracted any exhibits at the end of the chapter?  Yes  No.

(2) Added, subtracted or reordered any major sections (at the A, B, or C level?)  Yes  No

If you answered yes to either of these questions, you must adjust the chapter to match your changes.

**☑ Decision Point: Are any changes required to this chapter?**

No. No changes to the model policy are needed.

Yes. Edits only. Edit and insert PHA language as appropriate.

Yes. PHA changed the organization of the chapter. Adjust the chapter to reflect your changes **and** review the rest of the document to make sure that any references to section numbers are correct.

**☑ Decision Point: Are changes required in other chapters as a result of changes to this chapter?**

Check the “Things to Consider” under each decision point to identify if changes to the model policy will require changes to policies in other chapters of the ACOP.

No. Changes to other chapters are not necessary.

Yes. Changes to the following chapters are also required: