

## Housing Authority of Paducah Pet Policy

The Housing Authority of Paducah (HAP) allows for pet ownership in its developments with the written pre-approval of the Housing Authority. The HAP adopts the following reasonable requirements:

### Section I.

1. Pet ownership: A resident may own one or more domesticated household pets or have one or more domesticated household pets present in the dwelling unit of such resident, subject to the following conditions:
  - A. **Each Head of Household may own up to two (2) pets. If one of the pets is a dog or cat, (or other four-legged animal), the second pet must be contained in a cage or an aquarium for fish. Each bird or other animals, other than fish, shall be counted as one pet.**
  - B. If the pet is a dog or cat, it must be neutered/spayed by the age of six (6) months, and cats must have their front claws removed by the age of three (3) months. The evidence can be provided by a statement/bill from a licensed veterinarian and/or staff of the Humane Society. The evidence must be provided prior to the execution of the Pet Ownership Agreement and/or within 10 days of the pet becoming of the age to be neutered/spayed or de-clawed. Resident must provide waterproof and leak-proof litter boxes for cat waste, which must be kept inside the dwelling unit at all times. Cardboard boxes are not acceptable and will not be approved. The resident shall not permit refuse from litter boxes to accumulate nor to become unsightly or unsanitary. In addition, the resident must prevent any foul odors from accumulating in the unit. All soiled litter must be put in a plastic bag and disposed of in trash receptacle. **Also, the weight of a cat cannot exceed 15 pounds (fully grown) and a dog may not exceed 40 pounds in weight (fully grown).** All other four-legged animals are limited to 10 pounds (fully grown).
  - C. If the pet is a bird, it shall be housed in a birdcage.
  - D. If the pet is a fish, the aquarium shall not be over 20 gallons and must be placed in a safe location in the unit. The resident is



limited to one container for the fish; however, there is no limit on the number of fish that can be maintained in the container as long as the container is maintained in a safe and non-hazardous manner.

- E. If the pet is a cat or dog, it must have received rabies inoculations as required by law (902 KAR 2.070), and distemper inoculations or boosters, and any other required inoculations as applicable by state/local law or ordinances. Evidence of inoculations can be provided by a statement/bill from licensed veterinarian or staff of the humane society and must be provided before the execution of the Pet Ownership Agreement.
- F. All pets must be housed within the unit and no facilities can be constructed outside of the unit for any pet. No animal shall be permitted to be loose and if the pet is taken outside it must be taken outside on a leash and kept off other residents' lawns. Also, **all pets must wear collars with identification at all times.** Pets without a collar will be picked-up immediately and transported to the Humane Society or other appropriate facility.
- G. All authorized pet(s) must be under the control of an **ADULT**. An unleashed pet, or one tied to a fixed object, is not considered to be under the control of an adult. Pets, which are unleashed, or leashed and unattended, on PHA property, may be impounded and taken to the local Humane Society. It shall be the responsibility of the resident to reclaim the pet at the expense of the resident. Also, if a member of the PHA staff has to take a pet to the Humane Society the Resident will be charged \$50 to cover the expense of taking the pet(s) to the Humane Society.
- H. Pet(s) with the exception of dogs may not be left unattended for more than **twenty-four consecutive hours**. Dogs may only be left unattended for twelve consecutive hours. If it is reported to PHA's staff that a pet(s) has been left unattended for more than the above specified hours, PHA's staff may enter the unit and remove the pet and transfer the pet to the emergency caregiver or the Humane Society. Any expense to remove and reclaim the pet from any facility will be the responsibility of the resident. In the case of an emergency, the PHA will work with the resident to allow more than 24 hours for the resident to make accommodations for the pet.
- I. Pet(s), as applicable, must be weighed by a veterinarian or staff of the humane society. A statement containing the weight of the



pet must be provided to the PHA *prior* to the execution of the Pet Ownership Agreement and *upon request* by the PHA. Any pet that is not fully grown can be weighed every six months. Also, any pet that exceeds the weight limit at any time during occupancy will not be an eligible pet and must be removed from the HAP.

2. Responsible Pet Ownership: Each pet must be maintained responsibly and in accordance with this Pet Policy and in accordance with all applicable ordinances, state and local public health, animal control, and animal anti-cruelty laws and regulations governing pet ownership. Any waste generated by a pet must be properly and promptly disposed of by the resident to avoid any unpleasant and unsanitary conditions or odor in the unit.
3. Prohibited Animals: All reptiles, with the exception of turtles and iguanas, and animals or breeds of animals that are considered by the PHA to be vicious and/or intimidating will not be allowed. Some examples of animals that have a reputation of a vicious nature are: reptiles, Rottweiler, Doberman Pinscher, Pit Bulldog, Chows, German Shepherds and/or any animal that displays vicious behavior. This determination will be made by a PHA representative prior to the execution of this lease addendum.
4. Pet(s) shall not disturb, interfere or diminish the peaceful enjoyment of other residents. The terms, "disturb, interfere or diminish" shall include but not be limited to barking, howling, chirping, biting, scratching and other like activities. This includes any pets that make noise continuously and therefore disturb any person at any time of the day or night. The PHA may terminate this authorization for a pet if the pet(s) disturbs other residents under this section of the lease addendum. The resident will be given ten (10) days to correct the issue or make other arrangements for the care of the pet or the dwelling lease may be terminated. The Resident may request a hearing, which will be handled according to the PHA's established grievance procedure. The pet may remain with the resident during the hearing process *unless* the PHA has determined that the pet may be a danger or threat to the safety and security of other persons.
5. If the animal should become destructive, represent a threat to the safety and security of other persons, or create a problem in the area of cleanliness and sanitation, the PHA will notify the resident, in writing, that the animal must be removed from the PHA property within five (5) days of the date of the notice from the PHA. The pet may remain with the resident during the hearing process *unless* the PHA has determined that the pet may be a danger or threat to the safety and security of



other persons. If this determination has been made by the PHA, the pet must be immediately removed from the unit upon receipt of the notice from the PHA.

6. The resident is solely responsible for cleaning up the waste of the pet within the dwelling and on the premises of the PHA property. If the pet is taken outside, it must be on a leash at all times. If there is any visible waste by the pet it must be disposed of in a plastic bag, securely tied and placed in an appropriate garbage receptacle. If the PHA staff is required to clean any waste left by a pet, **the resident will be charged \$25 for the removal of the waste.**
7. The resident shall have pets restrained so that maintenance can be performed in the apartment. The resident shall, whenever an inspection or maintenance is scheduled, either be at home or shall have all animals restrained or caged. If a maintenance person enters an apartment where an animal is not restrained, maintenance shall *not* be performed, and the resident shall be charged a fee of \$25.00. If this same situation occurs again, the pet shall be removed from the premises. The housing authority shall not be responsible if any animal escapes from the residence due to maintenance, inspections or other activities of the PHA.
8. The resident shall be responsible for supplying to the PHA a picture for all animals covered before the Pet Ownership Agreement is executed.
9. The Authority will issue numbered pet tags for dogs and cats, which must be attached to the pet's collar. Any dog or cat found on PHA property without a tag will be removed and taken to the Humane Society. In addition, all dogs must be licensed through McCracken County per the Animal Control Ordinance before the Pet Ownership Agreement can be executed.
10. Only pets owned by HAP residents and approved by the HAP are permitted on HAP property. Visitors or guests of HAP residents must not bring any pet onto HAP property.
11. In the event of illness or death of pet owner, or in the case of an emergency which would prevent the pet owner from properly caring for the pet, the HAP has permission to call the emergency caregiver designated by the resident or the local Pet Law Enforcement Agency to take the pet and care for it until family or friends would claim the pet and assume responsibility for it. Any expenses incurred will be the responsibility of the pet owner.



**Section II. SCHEDULE OF ANNUAL FEES AND INITIAL DEPOSIT  
FEE AND DEPOSIT SCHEDULE**

(An Annual Fee and Deposit is required for each pet)

<u>Type of Pet</u>	<u>Fee</u>	<u>Deposit</u>
Dog	\$100	\$100
Cat	\$ 75	\$100
Caged Pets	\$ 20	\$ 50

**Note:** The above schedule is applicable for each pet; therefore, if a resident has more than one pet he or she must pay the applicable annual fee and deposit for each pet.

The entire deposit must be paid prior to the execution of the lease addendum. No pet shall be allowed in the unit prior to the completion of the terms of this pet policy and approval of the Pet Ownership Agreement.

The annual fee shall be paid at the time of reexamination each and all proof of inoculations and other requirements shall be made available to the PHA at such time or when requested. The Annual Fee is not reimbursable in the event that the pet for some reason is removed from the premises during the year. However, if the pet dies, it may be replaced without having to pay another annual fee. The deposit made shall be utilized to offset damages caused by the pet and/or resident, or any other balances owed by the tenant. The balance, if any, from the deposit will be refunded to the resident. **THERE SHALL BE NO REFUND OF THE ANNUAL FEE.**

It shall be a serious violation of the lease for any resident to have a pet without proper approval and without having complied with the terms of this policy. Such violation shall be considered to be a violation of the lease (a serious violation) and the PHA may issue a termination notice. The resident will be entitled to a grievance hearing in accordance with the provisions set forth in the Grievance Procedure, as applicable.



## Exclusions

1. **Assistance Animals - Pursuant to 24 CFR 960.705, this policy does not apply to animals that assist, support or provide service to individuals with disabilities. There are two types of assistance animals: (1) service animals, and (2) other trained or untrained animals that do work, perform tasks, provide assistance, and/or provide therapeutic emotional support for individuals with disabilities (often referred to as a “support animal”. Persons with disabilities may request a Reasonable Accommodation for assistance animals. To show that a requested accommodation may be necessary, there must be an identifiable relationship, or nexus, between the requested accommodation and the person’s disability. The HAP will verify the existence of the disability, and the need for the accommodation—if either is not readily apparent. Accordingly, persons who are seeking a reasonable accommodation for an emotional support animal will be required to provide documentation from a physician, psychiatrist, social worker, or other health professional that the animal provides support that alleviates at least one of the identified symptoms or effects of the existing disability. In addition, the HAP is not required to provide any reasonable accommodation that would pose a direct threat to the health or safety of others. Thus, if the particular animal requested by the individual with a disability has a history of dangerous behavior, we will not accept the animal into our housing. Moreover, we are not required to make a reasonable accommodation if the presence of the assistance animal would:**

**Result in substantial physical damage to the property of others unless the threat can be eliminated or significantly reduced by a reasonable accommodation;**

**Pose an undue financial and administrative burden; or**

**Fundamentally alter the nature of the provider’s operations.**

**With an approved reasonable accommodation for persons with disabilities, assistance animals are allowed in all public housing facilities with the following reasonable guidelines:**

- a) **Documentation proving that the Assistance Animal has received current rabies shots as required by law (902 KAR 2.070), from a licensed veterinarian;**



- b) The resident is solely responsible for cleaning up the waste of the Assistance Animal within the dwelling and on the premises of the PHA property. If there is any visible waste by the Assistance Animal it must be disposed of in a plastic bag, securely tied and placed in an appropriate garbage receptacle;
- c) Assistance Animals will only be allowed outside under leash control (when applicable to the animal).
- d) The resident must maintain their units and associated facilities in a decent, safe, and sanitary manner. Food and water for the animal must be maintained so as to not produce an unsanitary condition that may attract pests and;
- e) Assistance Animals shall not destroy, interfere or diminish the peaceful enjoyment of other tenants. The terms, "disturb, interfere or diminish" shall include but not be limited to barking, howling, chirping, biting, scratching and other like activities. This includes any assistance animals that make noise continuously and therefore disturb any person at any time of the day or night. The PHA may terminate this authorization for an assistance animal if the animal(s) disturbs other residents under this section of the lease addendum. The resident will be given ten (10) days to correct the issue or make other arrangements for the care of the animal or the dwelling lease may be terminated. The Resident may request a hearing, which will be handled according to the PHA's established grievance procedure. The animal may remain with the resident during the hearing process *unless* the PHA has determined that the animal may be a danger or threat to the safety and security of other persons.
- f) If the animal should become destructive, represent a threat to the safety and security of other persons, or create a problem in the area of cleanliness and sanitation, the PHA will notify the resident, in writing, that the animal must be removed from the PHA property within five (5) days of the date of the notice from the PHA. The pet may remain with the resident during the hearing process unless the PHA has determined that the pet may be a danger or threat to the safety and security of other persons. If this determination has been made by the PHA, the pet must be immediately removed from the unit upon receipt of the notice from the PHA.



2. **This policy in all respects will pertain to elderly families with the exception of the annual fees, which will be waived.**

## **INDIVIDUAL WITH DISABILITIES**

As outlined in 24 C.F.R 9.013, individual with disabilities means any person who has a physical or mental impairment that substantially limits one or more major life activities; has a record of such impairment; or is regarded as having such impairment. As used in this definition, the phrase:

(1) “Physical or mental impairment” includes:

(i) Any physiological disorder or condition, cosmetic disfigurement, or anatomical loss affecting one or more of the following body systems: Neurological; musculoskeletal; special sense organs; respiratory, including speech organs; cardiovascular; reproductive; digestive; genito-urinary; hemic and lymphatic; skin; and endocrine; or

(ii) Any mental or psychological disorder, such as mental retardation, organic brain syndrome, emotional or mental illness, and specific learning disabilities. The term “physical or mental impairment” includes, but is not limited to, such diseases and conditions as orthopedic, visual, speech, and hearing impairments, cerebral palsy, autism, epilepsy, muscular dystrophy, multiple sclerosis, cancer, heart disease, diabetes, Human Immunodeficiency Virus disease (symptomatic or asymptomatic), mental retardation, emotional illness, drug addiction and alcoholism.

(2) The term “individual with disabilities” does not include:

(i) An individual who is currently engaging in the illegal use of drugs, when the agency acts on the basis of such use. This exclusion, however, does not exclude an individual with disabilities who -

(A) Has successfully completed a supervised drug rehabilitation program, and is no longer engaging in the illegal use of drugs, or has otherwise been rehabilitated successfully, and is no longer engaging in such use;

(B) Is participating in a supervised rehabilitation program, and is no longer engaging in such use; or

(C) Is erroneously regarded as engaging in such use, but is not engaging in such use.

