

**HOUSING AUTHORITY OF THE CITY OF COVINGTON,
GEORGIA**

**PET SERVICE/ASSISTANCE ANIMAL
POLICY**

Effective Date: January 1, 2019



The Housing Authority of the City of Covington, GA (CHA) provides affordable housing in a safe, friendly, and well-maintained community. We foster an atmosphere of hope, encouraging our Residents to transition to full self-sufficiency, sincerely making a difference in the lives of the people we serve.

PET/SERVICE&ASSISTANCE ANIMAL POLICY

Any head of household who desires to keep a common household pet may request to do so in accordance with the following pet rules:

REGISTRATION

- a. All pets must be registered with CHA prior to obtaining the pet, and updated for annual recertification. A registration form will be provided and must be completed by a licensed veterinarian, or a state or local authority empowered to inoculate animals stating that the animal has received all inoculations required by the state and local law, if applicable.
- b. Registration will include a statement that the Resident understands and agrees to the policy as an addendum to their lease. It will also include assumption of liability by the Resident and agreement to hold the property harmless in the event of damage or injury caused by the presence of the pet.
- c. Any pet not registered must be removed from the property immediately. Management will not register a previously unregistered pet discovered on the premises and will always require immediate removal.
- e. Pet owners must provide as applicable, proof of current license, identification tag bearing the name, address, and phone number of the owner, proof of neutering, spaying, and/or declawing, a photograph (no smaller than 3x5) of pet or aquarium, and the size of the tank or aquarium.
- f. Management reserves the right to reject any application for a pet for any reason listed herein. Management may revoke the pet permit at any time if, in the sole opinion of Management, the health, safety, or well-being of the neighborhood is threatened by the presence of the animal. Management is permitted (but not required) to take this action based on reports from Residents or others.
- g. Residents are limited to one type of animal weighing 20 lbs. or less at full maturity, either a dog, or a cat, or fish, or birds, and each type must meet the size and number limit.
- h. Animals other than a dog, a cat, bird, or fish are strictly prohibited.
- i. Resident must provide the name, address, and phone number of at least one responsible party who will care for the pet if the owner is unable to provide care.

DEPOSITS AND FEES

- a. Residents are required to pay an initial deposit of **\$200.00** to keep a dog or cat. A deposit is not required for fish or birds. The deposit is refundable to the Resident at move-out if there are no damages observed that were caused by the pet during tenancy.
- b. The deposit will be used for (1) any damages done to the unit in occupancy or at the time of move-out, (2) removal of the pet from the premises, and (3) any costs, including legal costs, borne by the property in the event it becomes necessary to take adverse action against the Resident for violations of this policy.
- c. Residents are required to pay the entire pet deposit, or an initial fee of \$50.00, and \$10.00 per month until the entire fee is paid.
- d. Non-payment of the pet deposit is considered a serious violation of the lease and may lead to lease termination.

LICENSING, VACCINATION, AND NEUTERING

- a. All pets must be properly licensed and certified.
- b. Documentation that the animal has received all necessary vaccinations must be provided at the time of registration and at annual recertification thereafter. All pets must be neutered or spayed prior to

approval of the animal.

- c. Management reserves the right to require documentation of all the above provisions.
- d. Every dog or cat must wear the appropriate local animal license, a valid rabies tag and a tag bearing the owner's name, address, and phone number. All licenses and tags must be current.

OWNERSHIP

Any Resident observed feeding an animal or in possession of pet food will be presumed to be the owner of the pet and must have a Pet Registration card for the pet. If the Resident is unable to provide a Pet Registration card, then the Resident will be considered in violation of the lease.

VISITORS AND GUESTS

No visitor or guest will be allowed to bring pets on the premises at any time. Residents will not be allowed to pet sit or house a pet without fully complying with this policy.

CONFINEMENT

- a. Dogs or cats must be in a caged container or on a leash when taken out of the owner's apartment. The leash may be no longer than three feet.
- b. No pet shall be tied up anywhere on the property and left unattended for any amount of time.
- c. Pet owners are required to make arrangements for their pets in the event of vacation or hospitalization.
- d. Residents are prohibited from installing a fence, doghouse, outdoor structure, or shelter.

BEHAVIOR AND LIABILITY

- a. Management is not responsible for the actions of any animal, regardless of whether the animal is registered.
- b. The Resident assumes complete liability for any damages or injuries caused by the presence of his/her pets and shall be required to execute a hold harmless agreement to this effect. If an employee or Resident or visitor is at any time injured or injury is threatened by a pet, Management reserves the right to revoke the permit and remove the animal permanently from the premise.
- c. Management and its employees shall not be held liable or responsible for the accidental escape of a pet or injury to a pet while the employee is inspecting the apartment, providing maintenance to the apartment, or providing any service to the apartment.

SANITARY STANDARDS AND WASTE DISPOSAL

- a. Litter boxes must be provided for cats with use of odor-reducing chemicals.
- b. Fur-bearing pets must wear effective flea collars at all times. Should extermination become necessary, cost of such extermination will be charged to the Resident.
- c. Residents are responsible for immediate removal of feces. A charge of \$5.00 per instance shall be assessed to the Resident for removal of pet feces by staff.
- d. All pet waste must be placed in a plastic bag and tied securely to reduce odor and placed in a garbage container.
- e. Residents with litter boxes must clean them regularly. Noncompliance may result in removal of the pet. Litter boxes must be cleaned at least twice weekly. Litter box garbage shall be placed in a plastic

- bag and deposited outside the building in a garbage container.
- f. It is a violation of this policy for the registered pet of a Resident to excrete waste on the common areas of the neighborhood or on any other premises.
 - g. All units with pets must be kept free of pet odors and maintained in a clean and sanitary manner. If the pet owner has violated any of the rules regarding sanitary conditions, the pet owner may be subject to monthly inspections.

NOISE AND OTHER DISTURBANCES

- a. Management reserves the right to revoke the registration and require the removal of any pet, which in Management's sole judgment, creates excess noise or other disturbances.
- b. Excessive noise or other disturbances include but are not limited to, loud or chronic barking, howling, crying, and snorting which is audible outside the Resident's unit.

ANIMAL TYPES, DENSITY, AND SIZE LIMITS

In addition to the limits provided below, Residents are not permitted to keep animals not considered domesticated, such as livestock or exotic pets such as snakes, monkeys, rodents, etc. which are in violation of the City of Covington ordinances regarding pet ownership. Only dogs, cats, fish, and birds will be permitted on the premises.

Dogs

- a. Each household is limited to one dog, no more than twenty pounds at full maturity.
- b. Residents are not permitted to own any dog trained or bred for attacking, fighting, or combat purposes.

Cats

- a. Each household is limited to one common domesticated cat, no more than twenty pounds at full maturity.

Birds (no deposit or fee)

- a. Each household is limited to two (2) birds, no more than two (2) ounces per bird.
- b. Residents are not permitted to have any birds of prey.
- c. All birds must be maintained in a self-contained cage, which is kept, clean and odor free.
- d. Birds may not be allowed to fly free inside the apartment.

Fish (no deposit or fee)

- a. Residents are permitted to keep fish in an aquarium or fish bowl as long as the aquarium or fish bowl does not exceed 20 gallons in capacity.
- b. Residents are required to promptly remove dead fish from the apartment and to keep the aquarium or fish bowl in a sanitary manner.

PET POLICY VIOLATION AND PET REMOVAL

- a. If it is determined on the basis of objective facts, supported by written statements, that a pet owner has violated a rule governing the pet policy, Management shall serve a notice of pet rule violation on

the pet owner.

- b. Serious or repeated violations may result in pet removal, or termination of the pet owner's tenancy, or both.
- c. If a pet poses a nuisance such as excessive noise, barking, or whining which disrupts the peace of other Residents, the pet owner must remove the pet from the premises upon request of Management within forty-eight hours.
- d. Refusal by the Resident to remove a pet upon demand will be considered a serious lease violation, which could result in eviction proceedings against the Resident in accordance with the lease agreement.

SERVICE/ASSISTIVE ANIMAL POLICY

The Federal Fair Housing Act requires that applicants and Residents with disabilities be provided with reasonable accommodations as needed. The following Assistive Animal Policy has been developed in order to afford persons with disabilities the reasonable accommodation of being accompanied by an assistive/service animal while residing in the complex.

- a. The property's Assistive Animal Policy applies to animals that assist, support, or provides services to persons with disabilities.
- b. Management will waive the deposit, size, weight, and type limitations for animals that provide necessary services to the disabled owner as a reasonable accommodation.
- c. Each Resident or family member who is deemed a person with a disability, and owns an animal(s) that assists, supports, or provides services to them should notify Management that they own such an animal and obtain an assistive animal registration in compliance with state and local regulations.
- d. Management reserves the right to require verification from a third-party medical professional that the animal is necessary to assist, support, or provide services to the disabled Resident.
- e. Any disabled Resident who keeps an assistive animal must comply with all other portions of their lease agreement and this policy, including but not limited to the rules regarding waste, noise, odors, or injury to others. Any violations of the lease and/or Assistive Animal Policy may result in termination of the lease.
- f. The animal must never be allowed to defecate on any property, public or private except the Resident's own property, unless the Resident immediately removes the waste.
- g. The owner must provide written verification that the animal is properly licensed and vaccinated.
- h. The Resident must properly dispose of waste and/or litter from the unit.
- i. Service animals may be any type of animal and any breed, size, or weight, and an accommodation may involve more than one service animal.
- j. The animal may not be prone to excessive noise or other disturbances including but are not limited to loud or chronic barking, howling, crying, or snorting which is audible outside the Resident's unit.
- k. The Resident is responsible for the care of his/her service animal. The animal must be supervised and the Resident must have full control of the animal at all times. When in the common areas, the animal must be on a leash, in a carrier, or otherwise in the direct control of the animal owner.
- l. When in the presence of others, the animal is expected to be well behaved and pose no threat to others.

REFUSAL TO REGISTER PET

If the Covington Housing Authority refuses to register a pet, a written notification will be sent to the head of household stating the reason for denial and shall be served in accordance with HUD notice requirements. If

Management disallows a certain pet, the Resident has the right to file an appeal under the housing authority's approved Grievance Policy.

The Covington Housing Authority has a right to refuse to register a pet:

- a. If the pet is not a *common household pet* as defined in this policy.
- b. If keeping the pet would violate any applicable House Pet Rule.
- c. If the Resident fails to provide complete registration information in accordance with this policy or fails to annually update the pet registration, or,
- d. If the Covington Housing Authority reasonably determined, based on the Resident's habits and practices, that the Resident will be unable to keep the pet in compliance with the pet rules and other lease obligations. The pet's temperament may be considered as a factor in determining the prospective Resident's ability to comply with the pet rules and other lease obligations.

The notice of refusal may be combined with a notice of pet violation.

VIOLATIONS OF THE PET POLICY

Any violation of the general rules of this pet policy shall constitute grounds for removal of the pet from the Resident's unit or termination of the Resident's tenancy, or both, in accordance with the lease.

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

Any damage to the dwelling unit or grounds thereabout that is caused by the possession of any pet by a Resident or guest of a Resident will be immediately repaired and the cost of such repairs will be billed to the Resident. Repeated violations of this kind will be considered serious violations of the terms and conditions of the lease agreement.

The Covington Housing Authority Grievance Policy shall be applicable to all individual grievances of disputes arising out of violations or alleged violations of this policy.

CONFLICTS WITH STATE OR LOCAL LAW OR REGULATIONS REGARDING THE PET POLICY

If there is any applicable State or local law or regulation that conflicts with any portion of the above pet policy, the State or local law or regulation shall prevail.