



## PET POLICY

### A. Purpose

The purpose of this policy is to establish procedures for the Galena Housing Authority and tenants regarding pet

### B. Pets in Galena Housing Authority

In compliance with Section 526 of the Quality Housing and Work Responsibility Act of 1998, Galena Housing Authority residents shall be permitted to own and keep common household pets. Animals that are an auxiliary for persons with disability are excluded from this policy. Ownership of common household pets is subject to the following rules and limitations.

1. **Residents MUST HAVE PRIOR WRITTEN APPROVAL of the Galena Housing Authority BEFORE MOVING a pet into their unit.** Residents must request approval on the Authorization for Pet Ownership Form that must be fully completed before the Galena Housing Authority will approve the request. Residents must give the Galena Housing Authority a picture of the pet so it can be identified if it is running loose.
  - a. Basic information about the pet (type, age, description, name etc.)
  - b. Proof of inoculation and licensing.
  - c. Proof of neutering or spaying. All cats must be declawed or have a scratching post in the apartment.

#### 2. PETS PERMITTED:

Common household pets are acceptable as follows: The ONLY pets allowed are a dog, cat, bird, fish that are traditionally kept in home for pleasure rather than commercial purposes. All other animals, insects, rabbit or reptiles including but not limited to a ferret, rat, mice, pot-bellied pig and snake are NOT ALLOWED.

**Residents are NOT permitted to have more than one type of pet (unless the pet is a fish).** In the case of fish, there is no limit the number of fish but only one aquarium 20-gallon maximum shall be permitted.

1. Bird: Includes Canary, Parakeet, Finch and other species that are normally kept caged. Birds of prey are NOT permitted.
2. Fish: In tanks or aquariums, not to exceed 20 gallons in capacity; poisonous fish or dangerous fish are NOT permitted.
3. Dogs: Not to exceed 15lbs in weight, or 12 inches in height at full growth. Dogs must be spayed or neutered. Must have city license, and pet immunization records provided to Galena Housing Authority office annually. Suggest types of dogs are as follow: Chihuahua, Pekingese, Miniature Poodle, Schnauzer, Dachshund or Terriers.

**NOT ALLOWED: PIT BULLS or DOG WITH PIT BULL CHARACTERISTICS, AMERICAN BULLDOGS, ROTTEWEILERS, DOBERMIN PICHERS OR ANY OTHER KNOWN VICIOUS BREED IS NOT ALLOWED AT GALENA HOUSING AUTHORITY.**

4. Cats: Cats must be spayed or neutered and be declawed or have scratching post and should not exceed 15 lbs. in weight. Must have city license and pet immunization records provided to Galena Housing Authority Office annually.
5. Exotic Pets: At NO TIME will the Galena Housing Authority approve exotic pets, such as snakes, monkeys, game pets, potbellied pigs, etc.

### **3. PET DEPOSIT**

A refundable Pet Deposit in the amount of one-half month's Total Tenant Payment paid for a dog or cat. If amount exceeds \$100, \$100 must be paid before pet is moved into the unit with monthly payments of \$25 above rent payment and Security Deposit payment if applicable.

Pet Deposit must be paid for all animals.

Deposit will be refundable within 30 days of vacancy of unit if there are no expenses incurred from said pet and no balance due on your account.

### **4. RULES AND REGULATIONS**

The Pet Policy and the right of ownership shall be subject to a pet review by the Galena Housing Authority upon every annual recertification.

The resident of the unit where the animal is fed and sheltered is defined as the owner, and shall be responsible for meeting the requirements of this Pet Policy. Residents living in a unit owned by the Galena Housing Authority are NOT ALLOWED to care for a pet, which is owned by a resident or non-resident.

If the owner is absent from the unit for more than a few days, the pet MUST be removed from the premises. Placing the pet in a boarding kennel or placed with a family or friends is acceptable. Having neighbors or friends within this complex keep them is NOT ACCEPTABLE and letting them roam free is NOT ALLOWED.

Galena Housing Authority must be provided with verified statement on pet care in the event of resident's illness or hospitalization. If designated party is unavailable or not willing, at the time of need, to care for pet the Galena Housing Authority will enter premises and have pet removed to boarding kennel at tenants' expense for a maximum of 30 days.

The pet owner shall be solely responsible for damage, destruction or injury caused by the pet. Also, any pet-related insect infestation in the pet owner's unit will be the financial responsibility of the pet owner. The Galena Housing Authority reserves the right to exterminate and charge the resident.

When an animal is taken outside of the owner's rental unit, the animal must be on a leash or caged. At no time shall the animal be left unaccompanied in the yard of the rental unit.

Owner must be responsible for use of "pooper scooper" after own pet. Disposal of pet waste must be in a small plastic bag and put into the nearest dumpster by tenant. Failure to dispose of pet waste or improper disposal of said waste is a lease violation and may be grounds for termination.

Dogs and cats must be licensed yearly by the City of Galena through the City Clerk's office. Pet owners must show proof annually of license, distemper and rabies boosters for dogs and cats.

A pet owner shall physically control or confine his/her pet during the times when Galena Housing Authority employees, agents of the Galena Housing Authority or other must enter the pet owner's unit to conduct business, provide services, enforce lease terms, etc.

The pet and its living quarters must be maintained in a manner to prevent odors and any other unsanitary conditions in the owner's unit and surround areas.

Repeated substantiated complaints by neighbors or the Galena Housing Authority personnel regarding pets disturbing the peace of neighbors through noise, odor, animal waste or other nuisance may result in the owner's having to remove the pet or more him/herself.

Pets that make noise continually and/or incessantly for a period of 10 minutes or intermittently for one-half hour or more to the disturbance of any person at any time of night or day shall be considered a nuisance.

Pets deemed a nuisance or threat to the health and safety of other residents or other members of the community will be required to be removed from the premises.

Any pet deemed to be destructive to property inside or outside of residence will be required to be removed from the premises.

Failure to comply with any of the rules can result in a 30-day Notice to Vacate.

Pet owners must sign statement indicating that he/she has read the Galena Housing Authority Pet Policy and agree to comply.

**5. REQUIREMENTS FOR APPROVAL OF OWNERSHIP OF DOGS AND CATS:**

A dog or cat over 5 months of age shall be licensed in accordance with the City of Galena Animal Control Ordinance. Dogs and cats must wear a license at all times.

All dogs must be spayed/neutered, except when a written opinion by a veterinarian confirms that such action would be detrimental to the animal's health and well-being. All cats shall be declawed (front only) and sterilized.

**All per owners will be subject to a screening process by the Galena Housing Authority personnel, which will include, but not limited to, the suitability of the pet for the unit and financial and physical ability of the owner to care for the pet. No vicious or intimidating dogs are allowed. The following is a list of some of the dogs that are NOT ALLOWED: DOBERMAN, ROTTWEILER, PITT BULL, GERMAN SHEPHARD, ETC**

The maximum size of a dog is 12 inches from the top of the shoulders to the floor when the dog is standing.

**TENANTS THAT FAIL TO FOLLOW THE SCREENING PROCESS OF A PET ARE SUBJECT TO EVICTION.**

All pet owners shall have a sponsor to be responsible for the pet in the event disability or absence of the owner occurs. Sponsors shall remove the pet from the rental until within 24 hours of the notification of the Galena Housing Authority.

Residents owning cats shall maintain waterproof litter boxes for cat waste. Refuse from litter boxes shall not accumulate or become unsightly or unsanitary. Litter must be disposed of by placing it in the garbage dumpster.

**6. PROCEDURES WHEN PET RULES ARE VIOLATED:**

If the Galena Housing Authority determines on the basis of clear evidence, supported by written statements that pet owner has violated a pet rule, the Galena Housing Authority may serve a written notice of pet rule violation to the pet owner.

**The notice must contain:** the pet rule(s) alleged to be violated, a brief factual statement of how pet violation was determined, a statement that the pet owner has 10 days from the effective date of service of the notice to correct the alleged violation, or to make a written request for a meeting to discuss it; a statement that the pet owner is entitled to be accompanied by another person his/her choice at the meeting; and a statement that the pet owner's failure to correct the violation, request

a meeting, or appear at a requested meeting my result in initiation of procedures to terminate the pet owner's lease.

**Meeting with the resident:** If the pet owner makes a timely request for a meeting to discuss an alleged pet rule violation, the Galena Housing Authority must establish a mutually agreeable time and place for the meeting. The meeting must take place no later than 15 days from the effective date of the notice, unless the Galena Housing Authority agrees to a later date. As a result of the meeting, the Galena Housing Authority may give the pet owner additional time to correct the violation.

**Notice of Pet Removal:** The Galena Housing Authority may issue a notice for the removal of a pet if the pet owner and Galena Housing Authority are unable to resolve the pet rule violation at the meeting; or it is determined that the pet owner has failed to correct the pet rule violation.

**Initiation of Procedures to Terminate a Pet Owner's Lease:** The Galena Housing Authority must not initiate procedures to terminate a pet owner's lease based on a pet rule violation, unless the pet owner has failed to remove the pet or correct a pet rule violation within the applicable time period; and the pet rule violation is sufficient to begin procedures to terminate the pet owner's lease under the terms of the lease and applicable regulations.

The Galena Housing Authority may initiate procedures at any time in accordance with the provisions of the applicable state and local laws. If the state or local provisions conflicts with the 10 days that the pet owner is given to correct the violation, then the timeframe that is most beneficial to the pet owner must be followed.

A resident that violates the pet policy is subject to eviction procedures. This includes but is not limited to having visiting pets, not going through the screening procedure, having more pets that are allowed under the policy, having a pet that is not allowed under the Galena Housing Authority policy, not keeping caged pets caged, etc.

**ANIMAL BITES:**

The pet owner must report all animal bites to the City of Galena Police Department and Galena Housing Authority within twenty-four (24) hours of occurrence. Should a pet bite a person, the pet must be isolated at a veterinarian's office for ten (10) days for rabies observation at the owner's expense.

**REMOVAL OF PET:**

The Galena Housing Authority or an appropriate community authority shall require the removal of any pet from a development if the pet's conduct or condition is determined to be a nuisance or threat to the health or safety of other occupants of the facility or of other persons in the community where the unit is located.

In the event of illness or death of pet owner, or in the case of emergency which would prevent the pet owner from properly caring for the pet, the Galena Housing Authority has permission to call the emergency caregiver designated by the resident to take the pet and care for it until family or friends would claim the pet assume responsibility for it. Any expenses incurred will be the responsibility of the pet owner.

**GALENA HOUSING AUTHORITY PET REGISTRATION & AGREEMENT**

Type of Pet \_\_\_\_\_ Name of Pet \_\_\_\_\_

Inoculations (Type & Date) Copy must be provided each year:

\_\_\_\_\_  
\_\_\_\_\_

License Date: \_\_\_\_\_ Spay or Neuter Date: \_\_\_\_\_

Copies of Inoculations and License MUST be attached .

If a resident cannot care for their pet due to an illness, absence or death, and the other care people cannot be found to care for the pet, after twenty-four (24) hours have elapsed, the resident hereby gives permission for the GHA to contact the appropriate state or local agency and request removal of pet. You understand that the pet may be released to the Humane Society/Animal Control in accordance with their procedures. In no case shall GHA incur any costs or liability for the care of a pet placed in the care of another individual or agency under this procedure.

\_\_\_\_\_ Resident sign or initial here stating you understand the above statement.

Provide the name, address, and phone number(s) of two or more persons who will care for the pet if you are unable to do so. This information MUST be updated annually.

Name: \_\_\_\_\_ Address: \_\_\_\_\_  
Phone: \_\_\_\_\_

Name: \_\_\_\_\_ Address: \_\_\_\_\_  
Phone: \_\_\_\_\_

**This policy is an agreement between the head and/or co-head of household or any adult in the household over the age of eighteen (18) and the Galena Housing Authority and needs to be signed only if a pet is in the household.**

As head of household, co-head, or other adult, I have read the pet policy as attached and understand these provisions. I agree to abide by these provisions fully and understand that permission will be revoked if I fail to do so. Failure to comply with any part of the above and/or to take corrective action after sufficient notice of the violations will be cause for termination of the lease. I have received a copy of this policy.

Name \_\_\_\_\_ Address: \_\_\_\_\_

Resident Signature \_\_\_\_\_ Date \_\_\_\_\_

Resident Signature \_\_\_\_\_ Date \_\_\_\_\_

GHA Officai (Approval) \_\_\_\_\_ Date \_\_\_\_\_

