



## 19.0 PET POLICY

### 19.1 Exclusions

This policy does not apply to animals that assist, support, or provide service to persons with disabilities or animals that are necessary as a reasonable accommodation to assist, support, or provide service to persons with disabilities. The exclusion applies both to animals owned by tenants of the Housing Authority as well as animals that visit the properties. However, assistive animals must comply with inoculations and licensing as required by state and local laws.

Tenants with assistive animals will be responsible for the cost of repairing damage caused by the assistive animal. The Housing Authority may exclude an assistive animal from the property when the animal's behavior poses a direct threat or may result in significant physical damage to the property of others and its owner takes no effective action to control the animal's behavior so that the threat is mitigated or eliminated.

The assistive animal must be on a leash at all times and the owner should make certain the animal is not allowed to wander around off the leash, except if the animal is working. The Housing Authority expects owners of assistive animals to clean up after their animals and dispose of the waste in an appropriate manner.

The use of assistive animals referred to as "service animals", "support animals", "assistance animals", "therapy animals", "companion animals", or "emotional support animals" is governed by reasonable accommodation law. Under both the Fair Housing Act and Section 504, in order for a requested accommodation to qualify as a reasonable accommodation, the requestor must have a disability, and the accommodation must be necessary to afford a person with a disability an equal opportunity to use and enjoy the dwelling. 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. "Request for Reasonable Accommodation" forms are available at the Housing Authority office.

### 19.2 Pets in Public Housing

The Housing Authority allows for pet ownership in its Broadway Complex, Golden Arms Apartments, and Park Ridge Estates with the written pre-approval of the Housing Authority. Residents are responsible for any damage caused by their pets, including the cost of fumigating or cleaning their units. In exchange for this right, resident assumes full responsibility and liability for the pet and agrees to hold the Housing Authority harmless from any claims caused by an action or inaction of the pet.

### 19.3 Approval

Residents must have the prior written approval of the 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



Housing Authority will approve the request. Residents must give the Housing Authority a picture of the pet (updated annually) so it can be identified if it is running loose.

#### 19.4 Types and Number of Pets

The Housing Authority will allow only common household pets. This means only domesticated animals, such as a dog, cat, bird, rabbit, ferret, mouse, domesticated rat, fish in aquariums, or turtle. Snakes, lizards and other reptiles (except turtles), alligators, crocodiles, tarantulas, pot-bellied pigs, non-human primates, such as monkeys, are not considered common household pets and are not allowed under this policy.

Farm animals, fowl, exotic pets, breeding animals, wild or feral animals and dangerous animals are not allowed. Attack or fight-trained dogs are not allowed.

If this definition conflicts with a State or Local Law or Regulation, the State or Local Law or Regulation shall govern.

All dogs and cats, before they become six (6) months old, must be spayed or neutered; cats must be de-clawed; and a licensed veterinarian must verify these facts.

Only two (2) pets will be allowed per unit regardless of the size of the unit, (only one dog or one cat per unit allowed).

Any animal deemed to be potentially harmful to the health and safety of others, including attack or fight trained dogs will not be allowed.

No pet may exceed twenty-five pounds (25 lbs.) in weight to full adult size.

#### 19.5 Inoculations

In order to be registered, pets must be appropriately inoculated against rabies, distemper and other conditions prescribed by State and/or Local Ordinances. They must comply with all other State and Local Public Health, Animal Control and Anti-cruelty Laws, including any Licensing Requirements. A Certification signed by a Licensed Veterinarian or State or Local Official shall be filed annually with the Housing Authority of the City of Pekin to attest to the inoculations.

#### 19.6 Pet Deposit and Fees

A pet deposit of Two Hundred Dollars (\$200) is required at the time of registering a dog or cat. The deposit is refundable when the pet or family vacates the unit, less any amount owed due to damage beyond normal wear and tear. In addition, a monthly non-refundable pet fee of Fifteen Dollars per month (\$15) will be charged for the dog or cat owned by the resident residing within the Broadway Complex and Park Ridge Estates. No monthly pet fee will be charged at the Golden Arms Apartments.

#### 19.7 Financial Obligation of Resident

Any resident who owns or keeps a pet in their dwelling unit will be required to



pay for any damages caused by the pet. Also, any pet-related insect infestations in the pet owner's unit will be the financial responsibility of the pet owner and the City of Pekin Housing Authority reserves the right to exterminate and charge the resident.

#### 19.8 Nuisance or Threat to Health and Safety

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 surrounding areas. Repeated and substantiated complaints by neighbors or Housing Authority personnel, regarding pets disturbing the peace of neighbors through noise, odor, animal waste or other nuisance, may result in the owner having to remove the pet or move him/herself from the Housing Authority. Pets that make noise continuously and/or incessantly for a period of ten (10) minutes or intermittently for one half hour (30 minutes) or more to the disturbance of any person at any time of day or night shall be considered a nuisance.

#### 19.9 Designation of Pet Areas

Pets must be kept in the owner's apartment or on a leash at all times when outside the unit. No cages or doghouses may be constructed or permitted in the yards. Pets will be allowed only in designated areas on the grounds of the property if the Housing Authority designates a pet area for the particular site. Pet owners must clean up after their pets and are responsible for disposing of pet waste in an appropriate manner.

With the exception of assistive animals, no pet shall be allowed in the Community Center, kitchen, public bathrooms, lobby, or hallways or offices in any of the City of Pekin Housing Authority sites.

#### 19.10 Miscellaneous Rules

Pets may not be left unattended in a dwelling unit for over twenty four (24) hours. If the pet is left unattended, and no arrangements have been made for its care, the Housing Authority has the right to enter the premises and take the uncared for pet to be boarded with a local animal care facility at the total expense of the resident. Residents must take appropriate action to protect their pets from fleas and ticks. **All dogs and cats must wear a tag bearing the resident's name and phone number and the date of the latest rabies inoculation.** Pets cannot be kept, bred or used for any commercial purpose. Residents owning cats shall maintain waterproof litter boxes for cat waste. Refuse from litter boxes shall not accumulate or become unsightly or unsanitary. Litter shall be disposed in an appropriate manner. A pet owner shall physically control or confine his/her pet during the times when Housing Authority employees, agents of the Housing Authority or others must enter the pet owner's apartment to conduct business, provide services, enforce lease terms, etc. If a pet causes harm to any person, the pet owner shall be required to permanently remove the pet from the Housing Authority property within twenty four (24) hours of written notice from the Housing Authority. The pet owner may also be subject to termination of his/her Dwelling Lease. The Housing Authority's Grievance Procedures shall be applicable to all individual



grievances or disputes arising out of violations or alleged violations of this policy.

#### 19.11 Visiting Pets

Pets that meet the size and type criteria outlined above may visit the project/buildings where pets are allowed. Prior approval is required from the City of Pekin Housing Authority. Tenants who have visiting pets must abide by the same conditions of this policy regarding health, sanitation, nuisances and peaceful enjoyment of others. If visiting pets violate this policy or cause the tenant to violate the Lease, the tenant will be required to remove the visiting pet. Period of visit is not to exceed two (2) weeks duration. Visiting pets are not allowed at Golden Arms Apartments.

#### 19.12 Removal of Pets

The Housing Authority of the City of Pekin, or an appropriate community authority, shall require the removal of any pet from a project 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 project or of other persons in the community where the project is located. In the event of illness or death of the pet owner, or in the case of an emergency which would prevent the pet owner from properly caring for the pet, the Housing Authority has permission to call the emergency caregiver designated by the resident or the local Pet Enforcement Agency to take the pet and care for it until family or friends would claim the pet and assume responsibility for the pet. Any expenses incurred will be the responsibility of the pet owner.