



## PET POLICY

### Overview

The Pet Policy establishes clear guidelines for ownership of pets and to ensure that the resident is not discriminated against regarding admission or continued occupancy because of ownership of pets. Also, this Policy provides the Housing Authority of the City of East St. Louis (ESLHA) guidelines to maintain household pet(s) in ESLHA properties. The Admission and Continued Occupancy Policy provides detailed guidelines on allowing service animals when a reasonable accommodation request is made by a resident or applicant.

### 1. ESLHA Pet(s) Requirements

#### A. Pet Registration

Pets must be registered with ESLHA prior to residing in the unit or on the premises. Registration of a pet requires a current photo of the animal, proof of all inoculations required by state, county or local law, and no communicable disease(s) and is pest-free. The registration must be renewed annually during the annual re-examination of the lease. Pets are prohibited from residing in the unit or on ESLHA premises until the pet registration is completed.

#### B. Refusal of Pet(s)

ESLHA shall not refuse to register a pet based on the determination that the pet owner is financially unable to care for the pet. ESLHA may refuse to register a pet for the following:

- The pet is not a common household pet.
- The pet violate(s) a restrictions listed in this policy.
- The resident fails to complete the registration requirements prior or during the annual re-examination.
- The resident or applicant has been previously convicted of animal cruelty under state or local law; evicted, or prohibited from future pet ownership due to pet rule violations or a court order.
- The resident is determined to be unable to maintain the pet in compliance with the pet rules and other lease obligations. Determining factors, include but not limited to, the pet's temperament and behavior.

ESLHA will provide written notification of denial within 10 days of request by the resident. The notice will provide the reason of refusal and inform the applicant or resident of their right to appeal the decision in accordance with ESLHA's grievance procedures.

#### C. Acceptance of Pet(s)

Upon approval, the resident must review and sign a Pet Agreement with ESLHA. If the Agreement is not signed, the approval of the pet will be withdrawn. The resident indicates by signing the Agreement receipt and acknowledgement of the following: ESLHA's Pet Policy and violation of the

Policy may result in withdrawal of the approval of the pet(s) and/or termination of tenancy.

## **2. Standards for Pet(s)**

### **A. Definition of Common Household Pet(s)**

Common household pet means a domesticated animal, such as a dog, cat, bird or fish that is traditionally recognized as a companion animal and resides in the home for pleasure rather than commercial purposes. The following animals are prohibited from ESLHA premises:

- Reptiles;
- Rodents;
- Insects;
- Arachnids;
- Wild animals or feral animals;
- Pot-bellied pigs; or
- Any animal used for commercial breeding or not permitted under state or local law.

### **B. Pet Restrictions**

The following restrictions apply to permitted pet(s):

- Any animal whose adult weight will exceed 20 pounds.
- Any dog considered a pit bull, rottweiler, chow, or boxer breeds.
- Ferrets or other animals whose natural protective mechanisms pose a risk to small children (e.g. serious bites or lacerations)

### **C. Number of Pets**

Residents may own a maximum of one (1) pet. In the case of fish, residents may maintain a safe and healthy number of fish in a tank not to exceed 10 gallons. Residents are prohibited from having more than one (1) pet or one (1) tank in the household.

### **D. Other Requirements**

Dogs and cats must be spayed or neutered at the time of registration with proof of all inoculations. In the case of newborn animals, all inoculations must occur within 30 days of the pet reaching 6 months of age. Exceptions for inoculations occurs when veterinary certification indicates 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 during re-examination.

## **3. Pet Rules**

Pet owners must maintain pets in accordance with ESLHA policies, compliance with applicable state and local public health, animal control requirements, and animal cruelty laws and regulations.

### **A. Pet Area Restrictions**

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 and under the control of the resident or other responsible individual at all times. Pets must be kept in a cage or carrier when outside of the unit, except dogs and cats. Pets are not permitted in common areas, except to enter and exit the building. Common areas, include but not limited to, lobbies, community and laundry.

## **B. Cleanliness**

The pet owner shall be responsible for the removal of waste in a clean and sanitary manner from the inside and outside of unit by placing it in a sealed plastic bag and disposing of it in trash containers located within the properties. The pet owner shall take necessary precautions to eliminate any odors within or around the unit and maintain the unit in a sanitary condition at all times.

Litter Box:

Pet owners must promptly dispose of waste and must maintain the litter box in a sanitary manner within the unit. Litter shall not be disposed of by being flushed down the drains within the household.

## **C. Pet Alterations Prohibited**

No alterations are allowed within or outside of the unit to create an enclosure for any animal. Installation of pet doors is prohibited.

## **D. Noise**

Pet owners must agree to control the noise of pets so that such noise does not disturb other resident's peaceful enjoyment of their unit or premises. This includes, but is not limited to, loud or continuous barking, howling, whining, biting, scratching, chirping or other such activities.

## **E. Pet Care**

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 the pet is not a nuisance or danger to other residents and does not damage ESLHA property. No animals may be tethered or chained within or outside of the unit at any time.

## **F. Responsible Parties**

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 any factor that renders the pet owner unable to care for the pet. A resident who cares for another resident's pet must notify ESLHA and sign a Pet Agreement. Resident must secure pet upon notification of inspections and/or extermination and/or home-visit. (Please clean-up)

## **G. Pets Temporarily on the Premises Prohibited**

Pets are not allowed on the premises unless registered and approved by ESLHA. Residents are prohibited from feeding or harboring stray animals. Unless, a visiting pet program sponsored by the Humane Society or some other approved non-profit organization by ESLHA.

## **H. Violations**

If ESLHA determines that the resident has violated this policy, ESLHA will notify the resident in writing of the violation. ESLHA may use the following methods to determine violation(s): objective facts supported by written statements by other residents or ESLHA Staff, law enforcement reports, or complaints of activity that threatens the health and safety of residents and/or ESLHA Staff. The notice will contain a brief statement of the factual basis for the determination, the pet rule(s) violated, and the right to appeal the decision in accordance with ESLHA's grievance procedures. The resident's failure to correct the violation may result in ESLHA request for removal of the pet or eviction proceedings to terminate tenancy.

Complaints of animal cruelty or threatening or injurious behavior or activity will be referred to animal control or an applicable agency for investigation and enforcement.

#### **I. Pet Removal Notice**

If the resident is unable to cure the violation or fails to cure the violation in the time period allotted by ESLHA, ESLHA may serve the resident written notice to remove the pet within 10 calendar days of the notice. If the animal is not removed, the resident may be subject to eviction proceedings.

#### **J. Pet Removal**

In the event of death or incapacity of the pet owner, ESLHA will notify the responsible party designated by the pet owner. If the responsible party is unwilling or unable to care for the pet, or if ESLHA after reasonable efforts is unable to notify the responsible party, ESLHA may contact the appropriate state or local agency and request the removal of the pet.

#### **K. Termination of Tenancy**

ESLHA may initiate eviction proceedings based on a pet rule violation if any of the following occur: the pet owner fails to remove the pet or cure the pet rule violation within the time period provided; or the violation, in conjunction with the lease, is subject to eviction proceedings.

#### **L. Emergencies**

ESLHA 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 ESLHA to place the pet in a shelter facility, the cost will be the responsibility of the resident. If the pet is removed as a result of an aggressive act, the pet will be prohibited to return to ESLHA premises.

### **4. Pet Deposit**

#### **A. Payment of Deposit**

A resident shall pay a pet deposit of \$250.00 (**\$150.00 is a non-refundable**) registration fee. The deposit of \$250.00 must be paid in full before the pet is maintained on the premises. The \$100.00 of pet deposit is refundable.

#### **B. Refund of Deposit**

ESLHA will refund the pet deposit to the resident minus any charges of any damages to the unit, within 30 days of move-out or removal of the pet from the unit. ESLHA will provide the resident with a written list of any charges applied from the pet deposit. If the resident disagrees, ESLHA will discuss the charges upon receiving a written request from the resident. The resident will be charged for any amount that exceeds the pet deposit for damages to the unit.

### **5. Charges**

#### **A. Damages to the Unit**

The resident will be responsible for all reasonable expenses incurred by ESLHA as a result of damages attributable to the presence of the pet in the unit, including but not limited to, the following:

- The cost of repairs, replacements, or pest control to the unit.
- Fumigation of the unit.

- Repairs to common areas of ESLHA premises.

Pet deposits will not be applied to the costs of pet-related damages during occupancy.

### **B. Pet Waste Removal Charge**

ESLHA will impose a separate pet waste removal charge of \$30.00 per occurrence against residents who fail to remove pet waste in accordance with this Policy. Notifications of pet waste removal charges will be provided to the resident in writing. Charges are due and payable within fourteen (14) days from the date of the notice. The resident has the right to appeal the charges in accordance with the grievance procedure and ESLHA will not assess charges until after the grievance hearing has been determined. Written notification of the grievance hearing will be provided within 10 calendar days of the hearing .

## **6. Service Animals**

### **Overview**

Service animals are animals that assist, support, or provide services to a person with a disability, or provides emotional support that alleviates one or more identified symptoms or effects of a person's disability. Service animals, assistive animals, support animals or therapy animals, perform many disability-related functions, including but not limited to, the following:

- Guiding individuals who are blind or have low vision;
- Alerting individuals who are deaf or hearing impaired;
- Providing minimal protection or rescue assistance;
- Pulling a wheelchair;
- Fetching items;
- Alerts of impending medical emergency;

Service animals requested as a reasonable accommodation for persons with disabilities are not considered pets, and not subject to this Policy.

### **A. Approval of Service Animals**

A person with a disability must meet the requirements for consideration of reasonable accommodation request as discussed in the ACOP. ESLHA will not refuse to allow a person with a disability to have a service animal merely because the animal does not have formal training.

ESLHA will refuse to permit a person with a disability to use and live with a service animal if:

- There is reliable objective evidence that the animal poses a direct threat to the health or safety of others that cannot be reduced or eliminated by a reasonable accommodation.
- There is reliable objective evidence that the animal would cause substantial physical damage to the property of others.

### **B. Care and Handling**

Residents must care for service animals in a manner that complies with state and local laws, including animal cruelty laws. When the care of handling a service animal violates these policies, ESLHA will consider whether the violation could be reduced or eliminated by a reasonable accommodation. If ESLHA determines that no such accommodation can be made, ESLHA may withdraw the approval of a particular service animal.

