

PROVIDENCE HOUSING AUTHORITY
PET POLICY

FEBRUARY 2015

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PROVIDENCE HOUSING AUTHORITY

PET POLICY

A. OVERVIEW

This document contains the PHA's policies on owning and keeping pets including the process to register a pet, the rules and regulations governing pet ownership, the kinds of pets that will be allowed and the procedures the PHA will follow should the pet policy be violated.

All tenants and applicants must request permission and be approved by the PHA to have a pet in a public housing dwelling unit. They are also required to register their pets with the PHA utilizing the process as described in this Pet Policy. If a tenant has a pet in their unit without the written permission of management, they are in violation of their PHA lease. Conditions and restrictions that the PHA applies to regular pets are not applied to assistance animals as defined herein.

The Providence Housing Authority's (PHA) Dwelling Lease, hereinafter referred to as "PHA Lease", states that a tenant cannot keep dogs, cats and other pets in the apartment and cannot allow their guests to bring pets to the dwelling without the prior written approval of the PHA Property Manager (PM) in the development where they reside.

B. ASSISTANCE ANIMALS

Assistance animals are not considered pets and are not subject to certain PHA pet policies. The PHA will not enforce some pet policies against animals that are necessary for the benefit of a person with a disability or as a reasonable accommodation. A person with a disability is not automatically entitled to have a service or assistance animal. There must be a relationship between the person's disability and the need for the assistance animal. Tenants and applicants who request an assistance animal must use the process as stated in the PHA's Reasonable Accommodation Policy to receive approval.

C. DEFINITIONS

The following definitions shall be used in the Pet Policy.

1. **AMP** (Asset Management Project) A specific building or group of buildings where day-to-day property management services are arranged, coordinated or overseen by PHA Property Management (PM) personnel. Each AMP has its own budgeting, accounting and management. A PHA Property Manager is assigned management responsibility for one or more AMPS with management staff (Management Aides and Clerk Typists) reporting to the AMP Property Manager.
2. **Assistance animal** – Sometimes referred to as a "service animal," "assistive animal," "support animal," or "therapy animal," is an animal that works, provides assistance or performs tasks for the benefit of a person with a disability or

provides emotional support that alleviates one or more identified symptoms or effects of a person's disability.

An assistance animal is not a pet and is not subject to some of the PHA's pet policies including the pet fee. They are animals that perform many disability-related functions, including but not limited to guiding low-vision or blind individuals, alerting individuals who are deaf or hard of hearing to sounds, providing minimal protection or rescue assistance, pulling a wheelchair, carrying or retrieving items, alerting persons to impending seizures, or providing emotional support to persons with disabilities who have a disability-related need for such support.

3. **Common area (sometimes called public area)** -- is defined as any area to which all tenants have access and is not under the direct control of an individual tenant family.
4. **Common household pet** -- is defined as a domesticated animal, such as a dog, cat, bird, and fish, that is traditionally kept in the home for pleasure rather than for commercial purposes. NO OTHER PETS ARE ALLOWED ON PHA PREMISES. Dangerous or exotic animals as defined below are not "common household pets" and are not allowable pets under this policy. This definition does not include "Assistance animals" as defined herein.
5. **Dangerous or exotic animal** -- is defined as any animal which is of a wild or predatory nature, and which because of their size, vicious nature, or other characteristics, would constitute an unreasonable danger to human life or property. A dangerous or exotic animal includes all venomous or poisonous animals, insects and reptiles. Dangerous and/or exotic animals by definition are not considered "common household pets" and may never be brought on PHA property under any circumstances.
6. **Dangerous dog** -- is defined as any dog with a known inclination or disposition to attack, to cause injury to or to otherwise endanger the safety of humans or other domestic animals. For the purposes of this policy, the following breeds are included in this definition: Pit Bulls (aka American Staffordshire Terriers, Staffordshire Bull Terriers or American Pit Bull Terriers), Bull Terriers, Bull Mastiffs, Doberman Pinschers, Rotweillers, Chow Chows and Rhodesian Ridgebacks.

The PHA, at its sole discretion, may declare any dog that attacks or bites any person or another domestic animal or that demonstrates repeated hostile, vicious or intimidating behavior to tenants, guests, visitors and PHA staff to be a "dangerous dog" under the PHA's Pet Policy. This will be done on a case-by-case basis and the decision of the PHA will be final.
7. **Excessive noise** -- is defined as loud and or persistent or habitual barking, whining, howling or yelping, biting, scratching or other similar activities.
8. **Grounds** -- is defined as any PHA owned land area surrounding any PHA owned building, structure or group of buildings.
9. **Neutering** -- Neutering is the general term used to describe the surgical procedure, performed by a veterinarian that renders a male animal incapable of reproducing (the castration of a male animal). Spaying is a general term

used to describe the ovariohysterectomy of a female animal. In this document, neutering is being used in reference to both genders.

10. **Personal property** -- is the material or tangible items that are movable such as furniture or clothing owned by the tenant, visitor guest, PHA staff or other tenants.
11. **PHA** -- is the acronym for Providence Housing Authority and it is used to refer to housing authority employees who are authorized to carry out administrative, and management duties in the implementation of the PHA's Pet Policy.
12. **PM** -- is the acronym for the Property Management Department and it refers to the staff in each property management office. If the term management is used in this document, it means the staff of the Property Management Department.
13. **Premises** -- is the land and buildings on it. It can refer to a development or AMP.
14. **Proper authority** -- is defined as a recognized organization of agency in the field of humane pet care such as Providence Animal Control, The Rhode Island Society for the Prevention of Cruelty to Animals (RISPCA) or the Providence Animal Rescue League.
15. **Real property** -- is the structures, land and attached and integrated equipment such as stoves, refrigerators, light fixtures and anything attached to or growing on the land including benches, light poles/fixtures, trees, shrubs, plants and flowers on PHA owned premises. Real Property is distinguished from personal property, which is made up of movable tangible items.
16. **Running-at-large or roaming** -- is defined as the failure by a tenant to keep an animal, most often a dog, restrained by use of a leash, of not more than six (6) feet in length which should be held by the tenant whenever they are outside their own dwelling unit in a PHA owned building or its grounds.
17. **Spaying** -- Spaying is a general term used to describe the ovariohysterectomy of a female animal (i.e. the surgical procedure, performed by a veterinarian that renders a female animal incapable of reproducing). In this document, neutering is being used in reference to both genders. (See Neutering above).
18. **Tenant** -- is generally defined as the Head of Household, and/or the CoHead or Spouse who sign the lease.
19. **Vaccinations (Rabies and DHPP)** -- RI law requires that dogs and cats be vaccinated against Rabies by the age of four months. The PHA also requires that any dog approved to live in PHA unit receive a combined vaccination of DHPP, usually referred to as "canine distemper vaccine" prior to approval. The initials refer to the diseases covered by the vaccine -- Distemper, Hepatitis, Parvovirus and Parainfluenza. This vaccine is the most common combination vaccine given to dogs. The vaccine is administered based on a dog's age. Puppies are normally vaccinated beginning at age 6 - 8 weeks and then every 3-4 weeks thereafter until age 20 weeks. After that subsequent vaccination boosters are given every 1 to 3 years based on antibody levels and the protocol of the veterinarian, humane organization or animal hospital.

D. GRANDFATHER RIGHTS

Upon passage of this Pet Policy, any tenant with a previously approved pet that no longer conforms with the new Pet Policy shall have the right to keep that pet for as long as the tenant resides in PHA housing, provided that the tenant conforms to all other aspects of the new Pet Policy. Examples of pets that will not comply with the updated pet policy include Guinea pigs, Hamsters and Gerbils. Grandfather rights will end at the time that the tenant permanently removes the non-conforming pet(s) from the PHA dwelling unit or when the pet dies. Any future pets must fully conform to the new policy including requesting approval of the pet by completing the PHA's Pet Application and Registration Form and executing a Pet Agreement.

E. PROVIDENCE HOUSING AUTHORITY PET POLICIES

The PHA recognizes the importance that a pet can play in the life and well-being of a tenant household. A pet can provide hours of companionship and affection for its owner. It is with this understanding that the PHA allows tenants to possess certain pets.

The PHA also recognizes that pets have the potential to be injurious to people and damaging to property as well as having the capability to violate the rights of other tenants to clean, quiet and safe surroundings. The PHA's Pet Policy as stated in this document, applies to all tenant households who live in PHA owned housing.

1. Current tenants of PHA owned dwelling units or applicants seeking to lease a PHA owned dwelling unit who wish to house a pet in their unit must first seek PHA approval by making application using the PHA Pet Application and Registration Form (hereinafter referred to as the Pet Application). Any decision by the PHA on allowable pets will be final.
2. Tenants or applicants who are approved by the PHA to own a pet(s), are required to execute a Pet Agreement, which summarizes the rules and regulations of pet ownership while residing in a PHA dwelling unit. The executed Pet Agreement shall become part of the PHA lease by reference.
3. Only animals that are approved through a signed Pet Agreement or animals that are assistance animals are allowed on the PHA premises. Visitor and guests may not bring an unregistered pet onto PHA premises.
4. During the annual recertification, the tenant pet owner shall provide proof of follow up inoculations including booster shots as well as license renewal for dogs and cats.
5. Each tenant household in a PHA owned dwelling unit may own up to two pets. They may own one dog and one cat or two cats or a combination of one dog or one cat and one other pet (a bird or fish) which must be contained in a cage or an aquarium. Any decision by the PHA on allowable pets will be final.
6. The PHA allows only domesticated dogs, cats, fish and birds to be housed in PHA owned dwelling units. No "dangerous or exotic" animals or "dangerous dogs" as defined in Section C, Definitions, #6 above are allowed in PHA dwelling units.

7. Pets approved to reside at PHA owned dwelling units must have no communicable disease(s), be pest free, be licensed if required, have received their vaccinations and have been neutered (dogs and cats). Evidence must be provided to the PHA that these requirements have been met prior to approval of the pet. Pets that have not yet reached the appropriate age for vaccinations and for neutering are not eligible to be housed in a PHA dwelling unit.
8. Tenants must conform to all terms and conditions of the Pet Agreement for as long as they own a pet in a PHA dwelling unit.
9. The PHA reserves the right, as part of its screening process, to verify that an applicant for public housing who owns a pet has demonstrated that they have been a responsible pet owner by taking care of the pet and insuring that the pet didn't violate the rights of other tenants or damage property in their previous residence.
10. Tenants and applicants in General Occupancy housing who have a dog and/or a cat as a pet must pay the required non-refundable pet fee of \$100 for each dog and cat. This fee is not part of the rent.
11. Tenants and applicants must comply with all State of Rhode Island, City of Providence and PHA laws, ordinances, rules and regulations governing the keeping and care of pets including:
 - a. Obtaining a dog or cat license from the City of Providence by the age of four months, and renewing it annually by April 1;
 - b. Affixing the license to the animals collar;
 - c. Vaccinating prior to admission all dogs and cats with the Rabies vaccine and any required boosters based on the animals age. State law mandates that the vaccine be boosted one year later and then at least every three years thereafter;
 - d. Vaccinating prior to admission all dogs with the "canine distemper vaccine" (DHPP) at the appropriate age. See Section C, Definitions, #19 for more information on vaccinations.
12. PHA tenants and applicants must provide proof that their pet(s) have had all of the required vaccinations prior to the execution of the Pet Agreement.
13. Dogs and cats must be neutered by the age of four (4) months. Tenants and applicants must provide written proof that this has been accomplished prior to the execution of the Pet Agreement.
14. The tenant must notify and provide documentation to the PHA Management staff at the development where they reside of any required follow-up vaccinations including booster shots within 10 days of the pet receiving the vaccination or booster.
15. Any animal that is pregnant at the time that the tenant submits a Pet Application and Registration Form will not be approved as a pet.

16. Property Management (PM) staff will take a color photograph of each approved dog and cat which will be filed in the PM office along with the Pet Application and the Pet Agreement.
17. Dogs cannot exceed 30 pounds when fully grown. A dog that exceeds the maximum weight at the time of application or is expected to weigh more than the maximum allowed weight at maturity based on breed will not be approved as a pet. Any decision by the PHA on the weight of a pet will be final.
18. The PHA, at its sole discretion, may declare any dog that attacks or bites any person or another domestic animal or that demonstrates repeated hostile, vicious or intimidating behavior to tenants, guests, visitors and PHA staff to be a "dangerous dog" under the PHA's Pet Policy. This determination will be done on a case-by-case basis and the decision of the PHA will be final.
19. The non-refundable pet fee collected by the PHA under this policy does not in any way establish a limit on a tenants' liability for any damage to property or injury to any individuals that may be caused by their pet.
 - a. Tenants who are approved to own a pet will be liable for the cost of any damages to real and personal property including damage to PHA units, buildings, grounds and/or to the personal property of other tenants, guests, visitors or staff caused by the tenant's pet.
 - b. Costs associated with property damage will be charged to the tenant at the time the damage occurs or when damages are initially identified by the PHA. Examples of property damage include but are not limited to cleaning, deodorization, pest removal and repair or replacement of real and/or personal property.
 - c. Pet caused odors and stains are not considered "normal wear and tear" under the terms of the lease and the cost of stain and odor removal will be charged to the tenant owner of the pet.
 - d. Tenants who are approved to own a pet will be liable for the cost associated with any injuries to other tenants, guests, visitors, PHA staff or other individuals that may be caused by the tenant's pet.
20. Tenants who have been approved by the PHA to own a pet must notify the PHA within ten days of the date that the pet no longer resides in the dwelling unit.
21. Pet owners must house and feed their pets within their dwelling units. Birds must be maintained in their cages and fish in an aquarium. Tenant households in scattered site units may not make any modifications to their dwelling unit, including the basement, or the yard to create an enclosure for an animal.
22. Tenants who are approved to own pets are responsible for ensuring that their pets do not disturb the peace of their neighbors through noise, smell, animal waste, insect infestation or other any other pet caused nuisances.
23. Pets are not permitted in common areas including lobbies, community rooms and laundry areas except for those common areas which may be part of the route to and from entrance or exit of the building.

24. Responsible members of the tenant's family are permitted to exercise their pet on the site where their unit is located. Dogs and cats must be carried or be kept on a hand-held leash not longer than 6 feet and must be under the control of the tenant/family member at all times when outside of the dwelling unit.
25. Running-at-large on PHA property is prohibited. An unleashed pet or a pet that is tied to a fixed object such as a bench or hand rail **is not** considered to be under the control of the tenant.
26. Failure to pick up animal waste will result in a ten dollar (\$10.00) pet waste removal fine per occurrence. This is a violation of the lease and may result in the PHA beginning eviction proceedings to terminate the tenancy. Pet droppings must be disposed of properly in a sealed plastic bag or a bag with a tie. If possible the bag should be deposited in a waste container outside the building. The pet waste removal fine is not part of the rent.
27. **Pet litter waste may never be dropped in a toilet** as it will result in a blockage and possible flood. Tenants are responsible for any costs associated with the repair or replacements of any damaged toilets or pipes caused by the deposit of pet litter. Pet litter waste must be put in a sealed plastic bag or bag with a tie and deposited in an appropriate waste container.
28. No pet-sitting is allowed for any animals registered with the PHA. The registered animal(s) is/are restricted to the dwelling unit of the pet owner. If the pet owner is away from the unit for more than 24 hours, arrangements should be made for boarding the pet(s) outside of the PHA owned premises.
29. The PHA reserves the right to conduct a pet inspection following regular tenant notification procedures. However, in the event that the health of a pet is in question, management may enter the dwelling unit as an emergency to insure that the pet is safe.
30. If maintenance or repair work or an inspection or a similar event is required to be performed in a dwelling unit which houses a dog/cat, advanced notice of the date shall be given to the tenant as required by the PHA lease. The tenant agrees to either be present during the event in order to take care of the pet or to remove the pet from the dwelling until the task is completed.
31. No pet, except fish, may be left unattended for more than 24 hours. If the PHA determines that a pet has been left unattended for more than 24 hours, PHA personnel will attempt to contact the Responsible Person/Emergency Contact person designated by the tenant as outlined in Section H.
32. Pet owners will be required to permanently remove pets from their units if the Property Management office receives repeated complaints from neighbors or PHA personnel regarding excessive noise, bad odors, animal waste or other forms of nuisance.
33. Failure of a PHA tenant to follow any section of this the pet policy is a violation of the PHA's lease and may result in the cancellation of the tenant's right to have a pet in the dwelling unit and possible termination of the PHA lease.

34. The PHA Grievance Procedure will be used to resolve any dispute between a tenant and management regarding a pet.

F. TYPE AND NUMBER OF PETS ALLOWED

Each tenant household is allowed to keep up to two (2) pets of which one can be a dog and the second can be a cat or two (2) can be cats or one (1) dog or one (1) cat and a bird or fish. The types of animals that are allowed as pets in PHA owned dwelling units will be limited to the following:

1. **Fish** Fish must be housed in a fish tank or an aquarium. The PHA does not limit the number of fish a tenant may have. However the number should not exceed the maximum number recommended for the size of the tank.
 - a. If a tenant has an aquarium or fish tank, it will be counted as one pet;
 - b. No poisonous or dangerous fish are permitted;
 - c. The aquarium or fish tank cannot exceed 20 gallons;
 - d. The aquarium or fish tank must be placed on a stand or on a piece of furniture that is appropriate to hold the weight;
 - e. There is a limit of one aquarium for each dwelling unit;
2. **Birds** No more than two (2) small caged birds that are normally used as pets such as Parakeets or Canaries are allowed if there are no other pets.
 - a. Each bird that a tenant owns counts against the two pet maximum;
 - b. The birds must be enclosed in a cage at all times;
 - c. There is a limit of one bird cage per dwelling unit.
 - d. Birds of prey are not permitted.
3. **Dogs or Cats** Only one (1) dog and one (1) cat or two (2) cats are allowed as a pet in a dwelling unit.
 - a. The PHA prohibits any "dangerous dog" or any other vicious or intimidating animals to be housed in PHA owned dwelling units as defined in Section C 6.
 - b. The PHA, at its sole discretion, may declare any dog or cat that attacks or bites any person or another domestic animal or that demonstrates repeated hostile, vicious or intimidating behavior to tenants, guests, visitors and PHA staff to be "dangerous" under the PHA's Pet Policy. This will be done on a case-by-case basis and the decision of the PHA will be final
 - c. Because many dogs are mixed breeds, it may be difficult to determine if a dog is dangerous such as one of the breeds listed above. Because the tenant may not know if the animal is related to one of the breeds considered dangerous, PHA staff may seek assistance from Providence Animal Control or other professionals who may be able to make judgments about the breed of the dog.
 - d. The PHA reserves the right to designate other breeds and/or specific dogs as vicious or intimidating on a case by case basis. Any decision by the PHA on allowable pets will be final.

G. PET FEES

Elderly/Disabled Developments In accordance with Federal law, [24 CFR5.318 (d)(5)], PHAs may not impose additional financial obligations on pet owners for cost associated with the presence of pets in an elderly/disabled development. Therefore, no pet fee is required in the PHA elderly/disabled developments of Dexter Manor, Sr. Dominica Manor, Carroll Tower, Parenti Villa, Kilmartin Plaza, 335 Hartford Avenue and Sunset Village. Any costs associated with damage done by the pet to the dwelling unit, buildings, grounds and/or personal property of the other tenants, guests, visitors or staff will be charged to the tenant at the time the damage occurs or when damages are initially identified by the PHA at the vacate inspection.

General Occupancy Developments In PHA general occupancy developments, a one-time non-refundable pet fee is required to cover the reasonable operating costs to the development relating to the presence of pets [24 CFR960.707(b)(1)]. The fee is \$100 for each dog or cat to and it will be collected at the time that a tenant is approved to own a dog or a cat. The fee must be paid in full prior to leasing or through a payment plan. The payment plan requires an initial payment of \$10.00 upon execution of the *Pet Agreement* with the balance paid in equal installments at a rate of \$10.00 per month until the pet fee is paid in full.

The pet fee does not cover damage that a pet may cause to the dwelling unit, buildings, grounds and/or personal property of the other tenants, guests, visitors or staff. Any costs associated with such damage will be charged to the tenant at the time the damage occurs or when damages are initially identified by the PHA including at the vacate inspection. If costs exceed the security deposit the balance is due and payable from the tenant.

H. INOCULATIONS, MEDICAL REQUIREMENTS AND LICENSING

Tenants and applicants who wish to own a cat or a dog in a public housing unit must register and receive approval from the PHA to execute a *Pet Agreement*. A requirement for registration is that the pet owner must comply with all Providence and Rhode Island laws, regulations and ordinances related to public and veterinary health and animal control and welfare.

In order for a dog or cat to be approved as a pet and be allowed to dwell in a public housing unit, the pet is required to be:

1. **Vaccinated for rabies, (dogs and cats).** Dogs and cats must be vaccinated for rabies by the age of four months as per RI law. All rabies inoculations must be given by a licensed veterinarian, animal hospital or recognized animal care organization. The primary or first rabies vaccination is valid for one year. The second rabies vaccination is given one-year later and subsequent (or booster) rabies vaccinations are valid for three years. After vaccinating an animal against rabies, the veterinarian, animal hospital or recognized animal care organization usually presents the pet owner with a Rabies Certificate.

2. **Vaccinated for DHPP, (dogs).** In addition to rabies vaccine, dogs must also be vaccinated for Distemper, Hepatitis, Parvovirus and Parainfluenza (combo vaccine known as DHPP) including all necessary booster shots. See Section C, Definitions, #19 Vaccinations for more information.
3. **Neutered (dogs and cats).** Dogs and cats must be neutered by the age of four (4) months.
4. **Free of communicable diseases (all pets) and be pest free (dogs and cats).**
5. **Licensed (dogs and cats).** City of Providence licensing requirements for dogs require that the rabies vaccination must be effective through the entire licensing period (April to April).

The PHA requires written proof that all of these requirements have been met at the time that the *Pet Application* is submitted. Pets that have not met these requirements are not eligible to be housed in PHA owned dwelling units until they are met.

Acceptable proof includes the dog license, certificates or invoices on letterhead issued by a licensed veterinarian, animal hospital or a recognized animal care organization stating that the dog has received its rabies vaccination, DHPP inoculations and that the dog or cat has been neutered. A copy of the documentation will be attached to the *Pet Agreement* and filed in the tenant's file.

I. RESPONSIBLE PERSON/EMERGENCY CONTACT (24 CFR 5.350)

As part of the application for PHA approval of a pet, the tenant requesting permission to keep a pet in a PHA owned dwelling unit will be asked to designate a "responsible person/persons" to care of the pet(s) in case of an emergency situation where the tenant is not capable of taking care of the pet(s). If the health and safety of the pet(s) is threatened and the tenant pet owner cannot be reached, the responsible person designated by the tenant will be called by PHA staff. These situations include:

1. The death or incapacity of the tenant owner;
2. The discovery of pets that are poorly cared for;
3. The discovery of pets that have been left unattended for more than twenty-four (24) hours;
4. Other factors that might render the owner unable to care for the animal(s).

Should the responsible person for pet care be unwilling or unable to care for the pet or if contact cannot be made after three documented attempts to contact over a 2 hour period, PHA staff may enter the dwelling unit as an emergency in order to remove and transfer the animal(s) to the Providence Animal Control Officer or other proper authority. .

The PHA accepts no responsibility for pets transferred to such an authority and any cost to remove the pet will be charged to the pet owner

Note: During the recertification process information on the designated Responsible Person/Emergency Contact should be updated by PHA staff.

J. ENSURING PETS DO NOT DISTURB THE PEACE OF OTHERS

Tenants who are approved to own pets are responsible for ensuring that their pets do not disturb the peace of neighbors through noise, smell, animal waste, or other nuisances. The tenant pet owner is responsible for:

1. Controlling the **noise** of their pet(s) so that such noise does not constitute a nuisance to other tenants or interrupts the peaceful enjoyment of any tenant's dwelling unit or the premises. This includes, but is not limited to, loud and or persistent or habitual barking, whining, howling or yelping and scratching or other similar activities.
2. Cleaning up pet waste and taking care of pets in a manner that prevents **odors** or the creation of any **unsanitary conditions** or contributes to **poor hygiene** for the animal in the owner's unit or on the premises including:
 - a. Not letting pet waste accumulate in the dwelling unit or the premises. Pet waste must be placed in a plastic bag with a tie or in a self-sealing bag and deposited in an appropriate trash container as needed. **Do not flush plastic bags down the toilet as this will cause a blockage.**
 - b. Providing a waterproof and leak proof litter box for cat waste. The litter box must be kept within the tenant's unit. Cardboard boxes may never be used as litter boxes. The litter box must be emptied and cleaned at least two times a week to maintain proper hygiene for the cat and minimize pet odors. Pet litter waste is to be disposed of by placing it in a plastic bag with a tie or in a bag that can be self-sealed. The bag must be deposited in a dumpster or trash container outside the building. **No pet litter may be flushed down a toilet** as it will block waste pipes and result in an overflow. The tenant owners of the pet are responsible for any costs associated with unclogging a toilet or for repairs to damaged toilets/pipes due to improper disposal of waste or pet litter.
 - c. When exercising a pet on PHA property, the person walking the pet is responsible for picking up any pet waste from the animal they are walking and disposing of it in an outside trash container. Plastic bags or a pooper scooper should be carried for this purpose.

Failure to handle and dispose of pet waste in accordance with these rules is a violation of the pet policy and the lease and may result in removal of the pet from the dwelling unit and possible termination of the lease.

K. PET WASTE REMOVAL CHARGES & DAMAGE TO THE DWELLING UNIT

The PHA will assess a pet waste removal charge of \$10.00 per occurrence against a tenant for a violation of the waste removal section of the pet policy.

All reasonable expenses incurred by the PHA as the result of damages directly attributable to the presence of the pet will be the responsibility of the tenant, including the cost of any repairs or replacements or fumigation of the dwelling unit.

1. If the tenant is occupying the unit when such costs occur, the tenant will be billed for the cost as a current charge.

2. If the expenses are identified during the Vacate Inspection, they will be deducted from the security deposit along with any other damages/charges. The tenant will be billed for any amount that exceeds the security deposit.
3. Any expenses due to infestation which requires fumigation will be billed to the tenant.

L. PET CARE REQUIRMENTS AND PROVIDENCE ANIMAL CONTROL

Tenant's that own pets are responsible for the care and handling of their pets including making sure that the pet does not damage the dwelling unit, building or grounds, or cause a nuisance to other tenants such as noise, odor or pet waste.

They are also responsible for insuring that their pets are cared for and not neglected. The following are the pet care responsibilities of tenants with approved pets in the dwelling units:

1. The approved pet must not have any communicable disease(s);
2. For dogs and cats, tenants must provide to the PHA initial documentation and annual updates as needed from a licensed veterinarian, animal hospital or recognized animal care organization that their dog or cat has received all required inoculations and has been neutered;
3. Tenant's with approved pets, must provide adequate care, nutrition, exercise and medical attention as needed for their pets;
4. Pets (excluding fish) must not be left unattended for a period in excess of twenty-four (24) hours;
5. Tenants must take care of their pets in a manner that prevents odors or the creation of any other unsanitary conditions in their units or on the grounds.

Providence Animal Control regulates uncontrolled domestic animals, investigates bites and attacks by aggressive animals, investigates reports of animal nuisance and cruelty, picks up stray and unlicensed animals, rescues injured animals, keeps records of lost/found cats and dogs, licenses dogs, enforces city ordinances and state statues pertaining to animals, gives animal information and referrals, and promote responsible pet ownership through education.

Any pets which become vicious, display symptoms of severe illness or demonstrates behavior that constitutes an immediate threat to the health or safety of others, will be referred to Providence Animal Control. If an Animal Control Officer or Providence Police Officer removes a pet from PHA owned property, the tenant-owner of the pet will be charged for all costs associated with the pet's removal and care.

Note: To have an Animal Control Officer respond to a complaint, call the Providence Police at 272-3121. When the automated voice message comes on, dial 0 and tell the operator that you need an Animal Control officer to respond to an incident. A dispatcher will send an animal control officer or police officer to investigate your complaint. If the officer sees a violation when he/she arrives, appropriate action will be taken.

M. PET POLICY VIOLATION PROCEDURES

All violations of this pet policy are considered violations of the lease. If the PHA determines that a PHA approved pet owner (tenant) has violated a rule governing the owning or keeping of pets in PHA properties, this may be grounds for removal of the pet or termination of the tenancy or both subject to HUD regulations, City of Providence and State of Rhode Island laws and the PHA Pet Policy.

The following procedure will be followed if a tenant violates a pet rule(s):

1. Notice of a pet rule violation

The Property Manager (PM) will send a PHA Notice of Non-Compliance (Notice) to the tenant. The notice will:

- Include a brief statement describing the violation of the pet rule(s) purported to have been broken;
- State that the pet owner has thirty (30) days from the date of service of the *Notice* to correct the violation (including, if necessary, removal of the pet); or to attend a meeting with the PM to discuss the violation as stated in the *Notice*;
- State that the pet owner's failure to correct the violation may result in the initiation of procedures to terminate the pet owner's tenancy.

2. Pet rule violation meeting

The *Notice* contains a specific meeting date for the pet owner and the PM to meet to discuss the pet rule violation(s) and any actions that the tenant might have taken to correct the violations. If necessary, after consultation with the tenant, the meeting date can be changed to accommodate scheduling conflicts. The PM may, as a result of the meeting, give the pet owner additional time to correct the violation.

If the tenant and PM are unable to resolve the pet rule violation at the violation meeting, or if the manager determines that the tenant has failed to correct the violation within the allotted time frame including any additional time provided for this purpose, the PHA may move to evict the tenant.

3. Termination of the pet owner's tenancy.

If the pet owner fails to come to an agreement with the PM addressing the issues specified in the *Notice* within the applicable time period specified, the PM will begin the process to terminate the pet owner's tenancy under the terms of the PHA lease and applicable regulations.

The PM may initiate procedures to remove a pet under 24 CFR 5.327 (nuisance or threat to health or safety) at any time, in accordance with the provisions of applicable State or local law.

4. Grievance

The tenant has the right to grieve the PHA's decision in accordance with the PHA's Grievance Policy.

This Policy was posted for tenant comments for 30 days. No comments were received.