

PET POLICY

**Approved by the
Board of Commissioners**

January 30, 2001

"LEASH" BOARD

(LEASE ENFORCEMENT of ANIMAL SAFETY in HOUSING)

A board of six (6) individuals will be established to review and render appeals regarding denial of pet ownership to residents.

This board, formally called '**LEASH**' (**LEASE ENFORCEMENT of ANIMAL SAFETY in HOUSING**) will be comprised of one (1) Commissioner, two (2) representatives of the Authority recommended by the Executive Director and two (2) representatives recommended by the Resident Advisory Board (RAB) and one (1) other individual who has an affiliation with the proper care and maintenance of animals (e.g. veterinarian, vet technician, etc.) will also be requested to become a member of the Pet Advisory Board.

LEASH will conduct a review of and render decisions on appeals regarding denial of pet ownership to residents, and lease compliance issues regarding pets. Decisions of the Leash Board are appealable to the Board of Tenant Affairs.

LEASH will also meet on an as-needed basis to make findings on written complaints submitted to it by other residents or by Authority personnel concerning ownership, safety, animal neglect or cruelty, maintenance of pets, and violations of any portion of the pet policy by household members. It will also meet to discuss any changes in this Housing Pet Policy.

I. APPLICABILITY OF PET POLICY

This pet policy shall apply to all residents of the Authority wishing to own and/or maintain a pet in their unit as of January 1, 2001, the effective date of this policy.

Any resident who owns or maintains a pet in any unit as of this date must submit an application to the Authority within ninety (90) days of this effective date requesting written approval for the pet.

Failure to submit an application within this time limit or to obtain the Authority's written approval upon submission of a timely application may be grounds for removal of the pet or termination of a resident's tenancy or both.

II. GENERAL GUIDELINES

1. Any resident who wishes to obtain and/or keep a common household pet must first submit a written request for approval with his/her public housing manager and must receive such approval from the Authority.

The Authority reserves the right to check references, such as prior landlords and neighbors, regarding:

- a) the resident's previous pet ownership history, and
- b) the pet's behavioral history.

If the Authority concludes that maintenance of the pet by the resident in an Authority housing unit would, in the Authority's opinion, be inappropriate or ill advised, the Authority will inform the tenant in writing, stating the specific reasons for the denial and information on appealing the denial decision.

Permission to own and keep a specific pet will not be unreasonably withheld.

Residents will have the right to further review of the denial by appealing to the LEASH Board (the "Board").

The Board will conduct a review of and render decisions on appeals regarding denial of pet ownership to residents.

The Board will also meet on an as-needed basis to make findings on written complaints submitted to it by other tenants or by the Authority concerning ownership and/or maintenance of pets by families and to discuss any changes in this Pet Policy.

2. Only common household pets will be approved by the Authority for ownership and maintenance. Common household pets are defined for purposes of the Authority's Pet Policy as follows:

DOGS, CATS, FISH, BIRDS, GERBILS, IGUANAS,
HAMSTERS, GUINEA PIGS, RABBITS.

Notwithstanding this list, birds of prey (e.g. eagles, hawks and falcons), pigeons, ferrets, snakes, and spiders of all kinds shall not qualify as common household pets under this policy. The fully mature adult size of dogs is limited to a weight not to exceed 20 pounds. This limitation may be waived at the Authority's option based upon the dog's individual merit.

Regardless of size, dogs of a vicious or aggressive disposition such as pit bulls, Rottweilers, Doberman pinschers, Akitas, Chows, German shepherds, Huskies, Malamutes, or any cross breed of dog (mongrel) that has indications containing the parentage of the aforementioned dogs (e.g. color, markings, shape of eyes, muzzle, etc.) will not be permitted.

Due to the behavioral activities of puppies and kittens, applications for ownership of such young animals shall be more closely reviewed prior to approval.

3. a. No resident, or apartment unit, shall have more than the following at the high-rises:

- one (1) dog or
- two (2) cats or
- two (2) birds or
- one (1) iguana or
- one (1) hamster or
- one (1) gerbil or
- one (1) guinea pig or
- one (1) rabbit or
- two (2) aquariums**

** Aquariums: one, not to exceed twenty (20) gallons in capacity and the other not to exceed ten (10) gallons

b. No resident, or apartment unit, shall have more than the following at the family developments and scattered sites:

one (1) dog and/or

one (1) other choice of animal

two (2) cats*** or

two (2) birds or

one (1) iguana or

one (1) hamster or

one (1) gerbil or

one (1) guinea pig or

one (1) rabbit or

two (2) aquariums**

** Aquariums: one, not to exceed twenty (20) gallons in capacity and the other not to exceed ten (10) gallons

***Any household at the family developments leased prior to 1/1/2001 may have up to three (3) cats provided they are registered with the manager by 3/01/2001 and that at the death or removal of any cat in that household, the new rules would then be applicable.

DOG and CAT OWNERS

THE FOLLOWING REGULATIONS SHALL APPLY TO ALL DOG and CAT OWNERS

INTERIOR

To prevent placing Authority personnel at risk, dogs must be kept secure in a metal cage (with proof of receipt provided to housing) whenever head(s) of household or family member(s) are not at home--even for brief periods of time. Dogs must also be caged whenever Authority personnel (e.g. maintenance, management, resident services, etc.) or sub-contractors are working in the unit.

In the case of residents residing in high-rise dwellings, residents are prohibited from allowing their dogs to run freely in any common areas (including hallways) in the building. Dogs and cats must be carried to and from the elevator in a pet carrier. Resident pet owners in high-rise buildings must use only the elevator designated for pets. Service animals (e.g. Seeing Eye Dog) are exempt from this rule.

Residents are prohibited from allowing dogs to disturb neighbors by barking or cats from making loud noises. Residents will be required to muzzle their dogs if complaints are received that the dog is causing a disturbance.

Resident pet owners will not alter their units to create an enclosure for their pet.

EXTERIOR

At no time are residents permitted to tether (tie) a dog outside of households either at front or rear doors or anywhere on property.

Dogs and cats are not allowed to run freely on any Authority property. They must be restrained on a leash at all times. Dogs can be walked only in designated areas (if there is one) or off of Authority property.

It is the responsibility of the pet owner to clean animal waste immediately.

Residents are prohibited from placing dog coops, cages, hutches or pens at either the front or rear yard areas of their units.

The Authority reserves the right to impose fines on residents who disregard the rules and regulations set forth.

GENERAL INFORMATION--DOGS and CATS

All female dogs six months of age or over must be spayed, with proof brought to management office.

All male dogs eight months of age and older must be neutered with proof brought to management office.

All female cats six months of age and older must be spayed with proof brought to management office.

All male cats eight months of age and over must be neutered with proof brought to management office.

All pets shall be inoculated in accordance with state and local laws with proof brought to management office.

All dogs must be licensed, with proof brought to management office.

III. APPLICATION FOR PET APPROVAL

1. Any resident interested in owning and/or maintaining a common household pet in his/her unit will be required to obtain written approval from the Authority **prior** to housing a pet on the Authority's property, except residents already housing a pet in their units as of the effective date of this policy.

Any resident already housing a pet must submit an application for approval within ninety (90) days of the effective date of this policy. To obtain approval, a resident must first submit an "APPLICATION FOR PET PERMIT" at the local management office, which will include, among other things, information concerning the size and type of pet intended for ownership by the resident. A copy of the Authority's Pet policy will be provided to the resident. Upon reviewing the rules and regulations the resident will be requested to sign the application, thereby certifying that he/she has received a copy of the Authority's Pet Policy, understands all of his/her rights and responsibilities thereunder, and agrees to abide by all of the rules listed in this Policy and those city ordinances applicable to the ownership and care of a pet.

2. As part of the process for reviewing applications for approval to keep a pet currently being housed, the property manager of the Authority may visit the unit where the pet is located to observe the pet, the quarters in which it is kept, and the condition of the unit. (The manager may make a decision to approve based upon prior inspections.)

3. If the manager concludes that based upon the history of the resident, (including but not limited to previous inspections, complaints from other residents, neglect of unit, etc.) granting permission is not warranted, the Authority will give written notice to deny request, the reason for denial, and information on obtaining a hearing with the LEASH Board.

If the Authority concludes that approval of the "Application for Pet Permit" is warranted, the Authority will issue the resident a written conditional approval, authorizing the housing of a specific pet, conditional on the Authority's receipt of the following documentation within sixty (60) days of the issuance of the written approval:

- a. COLOR PHOTO OF PET WITH WRITTEN DESCRIPTION AND NAME
- b. VETERINARIAN'S NAME, ADDRESS, AND TELEPHONE NUMBER
- c. CERTIFICATES OF SPAYING/NEUTERING; DOCUMENTATION OF INOCULATIONS FROM VETERINARIAN.
- d. DOG LICENSING CERTIFICATES IN ACCORDANCE WITH STATE AND LOCAL LAWS
- e. NAME, ADDRESS AND PHONE NUMBER OF A PRIMARY CARETAKER WHO WILL ASSUME IMMEDIATE RESPONSIBILITY FOR THE PET SHOULD THE OWNER BECOME INCAPACITATED OR NOT IMMEDIATELY AVAILABLE IN CASE OF AN EMERGENCY.

NAME, ADDRESS AND PHONE NUMBER OF AN ALTERNATE CARETAKER WHO WILL ASSUME IMMEDIATE RESPONSIBILITY SHOULD THE PRIMARY CARETAKER BE UNAVAILABLE.

THE CARETAKERS MUST PROVIDE WRITTEN VERIFICATION ACKNOWLEDGING THEIR WILLINGNESS TO ASSUME RESPONSIBILITY FOR THE PET AND WILL COMPLY WITH THE GUIDELINES ESTABLISHED IN THIS PET POLICY

- f. A PET RIDER OR ADDENDUM TO THE RESIDENT'S CURRENT LEASE EXECUTED BY THE RESIDENT.

Where the Authority finds that it is impractical to observe the pet in question prior to issuance of a written conditional approval, the Authority may condition such approval upon a later home visit to ascertain that the pet is being kept in accordance with this Pet Policy.

4. Family Developments

a. At the family developments, a pet deposit for a dog of one month's rent, not to exceed \$300 (whichever is less) is required.

b. At the family developments, for up to two cats*, the pet deposit is one month's rent, not to exceed \$50. The resident pet owner will not be required to pay the entire deposit before housing a pet, but must pay at least \$10 prior to the Authority's issuance of a written conditional approval, with the remainder of the deposit paid in monthly increments pursuant to a written schedule payment plan.

* up to three (3) cats if grandfathered under section 3.b.

c. At the family developments, there will be no pet deposit for fish, birds, or other small animals approved at the Authority's discretion.

High-Rises

a. At the high-rises, a pet deposit for a dog of one month's rent, not to exceed \$50 (whichever is less) is required.

b. At the high-rises, for up to two cats, the pet deposit is one month's rent, not to exceed \$50.

c. The resident pet owner will not be required to pay the entire deposit before housing a pet, but must pay at least \$10 prior to the Authority's issuance of a written conditional approval, with the remainder of the deposit paid in monthly increments pursuant to a written schedule payment plan.

d. At the high-rises, there will be no pet deposit for fish, birds, or other small animals approved at the Authority's discretion.

IV. RESIDENT'S RESPONSIBILITIES

1. Resident is responsible for notifying the Authority in writing of any change in the information initially provided in the "Application for Pet Permit" and the verifying documentation submitted to the Authority as a condition of its approval.

In particular, residents must submit to the Authority on an annual basis written verification of compliance with all applicable spaying, neutering, inoculation, and registration requirements.

2. Resident pet owner will be responsible for proper pet care, nutrition, grooming, exercise, flea control, veterinary care and yearly inoculations. Dogs and cats must wear identification tags and collars.

3. Resident pet owner is responsible for cleaning up after the pet both inside and outside the apartment and anywhere on the Authority's property. The pet owner while outside the apartment will carry a "pooper scooper" and plastic bag.

All animal waste shall be bagged and disposed of as follows:

- Family developments: dumpsters
- Scattered sites: trash barrels
- High-rises: marked containers in rear of building

Under no circumstances should any pet debris be deposited in a toilet, as blockages may occur.

4. Resident pet owner will keep the unit, the hallways and common areas (if applicable) and the front and rear yard areas clear and free of pet waste, odors, insect infestation, and litter. Under no circumstances are cages or coops allowed on any Authority property. The resident pet owner will maintain the unit and general yard area in a sanitary condition at all times.

5. Resident pet owners will restrain and prevent his/her pet from gnawing, chewing, scratching, or otherwise defacing doors, windows, screens, walls, fixtures, appliances, floors and floor coverings of the unit, other units and common areas as well as shrubs and landscaping of the Authority. When the resident is away from his/her unit, dogs must be placed in secure cages to prevent all of the aforementioned damages. Additionally, dogs must be placed in secure cages when Authority personnel, including but not limited to management and maintenance staff, enter the pet owner's unit.

6. Pets are not at any time to be tied outside at either front or rear stairs or yards. No cages or dog coops are permitted on any Authority grounds areas.

7. Resident pet owners will not alter their units, or other outside areas to create an enclosure for a pet.

8. Pets will be restrained by a responsible adult household member at all times when outside the apartment on the property of the Authority. Other than Seeing Eye dogs, no pets shall be permitted to enter any hallway, community room, or management office of the Authority.

9. Pets will not be allowed to disturb the health, safety, rights, comfort or quiet enjoyment of other tenants. A pet should not create a nuisance to neighbors with excessive barking, whining, howling, meowing, chirping or any other unruly behavior.

10. Resident pet owners hereby agree to apartment inspections in addition to the annual inspection of the unit when, in the opinion of the Authority, there is a reasonable basis to believe that pets and/or units are not being cared for properly or that undue damage to the apartment has been done by the pet. As neglect of the pet or damage to the unit could be an emergency situation, no notice shall be required to be sent to the resident of this type of inspection.

11. When taken outside the unit, dogs and cats must be kept on a leash and controlled by a responsible adult household member at all times. In the case of residents residing in a high-rise building, dogs and cats must be confined to pet carriers when taken in any common area of the building.

12. Birds must be confined to a cage at all times, unless exercised during controlled conditions in resident pet owner's apartment.

13. Resident pet owners must provide litter boxes for cat waste, which must be kept in the owner's unit. Litter boxes shall be kept clean and odor free at all times.

14. Resident pet owners are solely responsible for all damages caused by their pets, including the cost of fumigating their units for fleas or removing odors that have permeated the property.

15. Resident pet owners are solely responsible for cleaning up pet waste.

16. Residents are expressly prohibited from feeding or harboring stray animals. The feeding or harboring of a stray animal shall constitute having a pet without the approval of the Authority.

17. Residents are expressly prohibited from breeding pets, or allowing pets to become impregnated. In the event that a pet housed in one of the Authority's units gives birth to a litter, the pet owner shall remove all offspring from the unit within 24 hours of the litter being born, with only the one (1) approved pet remaining in the household.

18. No pet is to remain unattended, without proper care, for more than twenty-four (24) hours, except in the case of a dog, which shall be no more than twelve (12) hours.

19. It is the responsibility of the resident to inform their guests that at no time are the pets of guests allowed on or within the property of the Authority.

V. AUTHORITY'S RESPONSIBILITIES

1. The Authority shall establish a LEASH Board as provided in this Pet Policy, which shall meet at reasonable times and dates of its members.

2. The Authority shall post the rules and regulations of pet ownership and maintenance and enforcement, including any changes thereto, in all of the Authority's offices. Additionally all residents will be notified of any changes.

3. The Authority will maintain files for keeping records of owners and pets' pertinent information, deposits, unit inspection reports, investigative reports or complaints, warnings of violations of these guidelines, bills for damages caused by pets, schedules of repairs of such damages, etc.

4. All written complaints concerning the conduct of a pet shall be referred to the LEASH Board for a finding as to their legitimacy and for their resolution, provided the complaints are signed. The Board shall act promptly on each such complaint submitted. All written complaints, which are not signed, and all verbal complaints shall be referred to the Authority for investigation.

Where the Authority concludes that there is reasonable cause to believe that such complaints are valid, it shall forward these complaints to the Board for resolution. The Authority shall inform the resident pet owner of the submission of and such complaints to the Board and of any other violations of these guidelines of which it is aware for resolution.

5. Upon written notice of a finding by the LEASH Board that a complaint is legitimate, the resident shall be advised by the Board of the finding and of the need to resolve the problem. This notice shall also provide that a further finding by the Board that the conduct of this particular pet continues to be a problem shall be cause for termination of the pet rider provisions and removal of the pet from the premises and/or termination of the resident's tenancy. However, in the case of a serious problem with a pet(e.g. a vicious dog), this process may be waived in the interest of public safety at the Authority's discretion.

6. If any pet is left unattended for a period of twenty-four (24) hours or more, twelve (12) hours if the pet is a dog, the Authority may

enter the dwelling unit; remove or cause to be removed, the pet; and transfer the responsibility for care of the pet to the proper individuals or authorities.

The Authority accepts no responsibility of care, cost, or disposition of the pet under these circumstances.

VI. LIABILITY OF PET OWNER FOR DAMAGE OR INJURY

1. Resident pet owner shall be responsible for payment of the cost of all damage caused by the owner's pet, including, but not limited to

- a. personal injury.
- b. repairing or replacing damaged areas of the exterior, interior, doors, walls floors, floor coverings windows, screens and fixtures in the unit, and all other areas.
- c. cleaning, deodorizing and sanitizing the unit.
- d. fumigation of unit for infestation of fleas.

2. Charges for such damage caused by the pet shall include the cost of materials and labor. Payment plans may be negotiated between the Authority and the pet owner at the Authority's discretion. Disputes concerning the amount of such damages are subject to the standard grievance procedures.

3. The Authority requires pet owners to sign documentation indemnifying the Authority against pet-related litigation, attorney's fees, and any and all personal injury claims.

VII. REMOVAL OF PET

1. If the alternate caretakers designated by the pet owner are unavailable, unable or unwilling to assume responsibility for the pet upon incapacitation of the owner, or absence of the owner, the Authority may enter the pet owner's unit, remove or cause to have removed the pet, arrange for care of pet, for no less than ten (10) days to protect the pet. Funds for such care will come from the owner's pet deposit. The Authority may contact the Rhode Island Society for the Prevention of Cruelty to Animals (RI SPCA) or other suitable animal shelter to provide these alternative arrangements for the care of the pet if a caretaker cannot be located.

2. Removal of the pet from the resident pet owner's unit and/or termination of the resident's lease may be instituted if the resident

is in violation of city ordinances applicable to the ownership and care of a pet and/or these guidelines, but which the resident has agreed to abide in signing the pet rider attached to the lease. The Authority may rely on the issuance of a citation(s) for violation of applicable city ordinances by either the Woonsocket Police Department or the Woonsocket Animal Control Officer as conclusive evidence of such violation(s).

3. Removal of the pet and/or termination of the lease may also be instituted if the resident has been warned twice by the LEASH Board pursuant to complaints filed with the Board.

WOONSOCKET HOUSING AUTHORITY ANIMAL COMPLAINT

DATE:_____ COMPLAINT AGAINST

NAME: _____

ADDRESS: _____

TYPE OF ANIMAL:_____

REASON FOR
COMPLAINT:_____

(CONTINUE ON REVERSE SIDE IF NEEDED)

ON WHAT DAY AND AT WHAT TIME DID/DOES THIS OCCUR?

DATE:_____ TIME:_____

DATE:_____ TIME:_____

DATE:_____ TIME:_____

DATE_____ TIME:_____

DID YOU CONTACT THE POLICE?_____ DATE:_____

TIME:_____

DID THEY RESPOND?_____

DATE:_____ TIME:_____

DID YOU CONTACT ANIMAL CONTROL?_____

DATE:_____TIME:_____

DID THEY RESPOND?_____

DATE:_____TIME:_____

ARE YOU WILLING TO SERVE AS A WITNESS BEFORE A GRIEVANCE PANEL OR IN COURT?_____

SIGNATURE

WHA WITNESS

PRINTED NAME

ADDRESS

TELEPHONE

VETERINARIAN'S STATEMENT

DATE:_____

PET OWNER'S NAME:

PET OWNER'S ADDRESS:

_____PHONE NUMBER_____

NAME OF PET:_____

TYPE OF PET:_____

APPROXIMATE AGE:_____

IF PET IS DOG:

BREED:_____

IF DOG IS MIXED BREED, IN YOUR PROFESSIONAL OPINION WHAT IS THE LINEAGE?

PET'S DISPOSITION?_____

HAS ANIMAL BEEN SPAYED OR NEUTERED?_____

IF YES, DATE OF SURGERY:_____

IF NO, SCHEDULED DATE OF
SURGERY_____

RABIES TAG # _____EXPIRATION DATE:_____

SIGNATURE

ADDRESS

TELEPHONE

APPLICATION FOR PET OWNERSHIP

CURRENT PET OWNER

COMPLETE THE FOLLOWING AND RETURN IT TO YOUR MANAGEMENT OFFICE WITH:

1. COLOR PHOTO OF PET.
2. VETERINARY RECORDS INCLUDING INOCULATIONS AND PROOF OF SPAYING AND NEUTERING.
3. LETTERS FROM SPONSORS STATING COMMITMENT TO REMOVE AND CARE FOR PET IN OWNER'S ABSENCE.

DATE: _____

NAME: _____ ADDRESS: _____

TELEPHONE: _____

TYPE OF PET: _____ SEX: _____

DESCRIPTION

COLOR: _____ MARKINGS: _____

NAME OF PET _____ RABIES TAG

HOW LONG HAVE YOU HAD THIS
PET? _____

VETERINARY INFORMATION:

NAME _____

PHONE _____

1. EMERGENCY
CONTACT: _____ ADDRESS _____

—
TELEPHONE: _____

2. EMERGENCY
CONTACT: _____ ADDRESS _____

— TELEPHONE: _____

OFFICE USE

- 1. PET PHOTO _____
- 2. SHOT RECORD _____
- 3. PROOF OF

SPAYING/NEUTERING _____

- 4. SECURITY DEPOSIT: \$ _____ AMOUNT

RECEIVED: \$ _____

BALANCE DUE: \$ _____ TO BE PAID IN FULL

BY _____

- 5. APPROVAL or

DENIAL: _____

REASON: _____

MANAGER _____ DATE: _____

IF PET IS TOO YOUNG TO RECEIVE RABIES SHOT, OR TO BE NEUTERED/SPAYED, DOCUMENTATION CAN BE BROUGHT TO MANAGEMENT WHEN PET REACHES APPROPRIATE AGE.

ANY APPROVAL BY WHA WOULD BE CONDITIONAL UPON RECEIPT/PROOF.

APPLICATION FOR PET OWNERSHIP

NEW PET OWNER

COMPLETE THE FOLLOWING AND RETURN IT TO YOUR MANAGEMENT OFFICE WITH:

1. COLOR PHOTO OF PET.
2. VETERINARY RECORDS INCLUDING INOCULATIONS AND PROOF OF SPAYING AND NEUTERING.
3. LETTERS FROM SPONSORS STATING COMMITMENT TO REMOVE AND CARE FOR PET IN OWNER'S ABSENCE.

DATE: _____

NAME: _____ ADDRESS: _____

TELEPHONE: _____

TYPE OF PET: _____ SEX: _____

DESCRIPTION

COLOR: _____ MARKINGS: _____

NAME OF PET _____ RABIES TAG # _____

HAVE YOU EVER OWNED THIS TYPE OF PET BEFORE? _____

VETERINARY INFORMATION:

NAME _____

PHONE _____

1. EMERGENCY

CONTACT: _____ ADDRESS _____

TELEPHONE: _____

2. EMERGENCY

CONTACT: _____ ADDRESS _____

TELEPHONE: _____

OFFICE USE

1. PET PHOTO _____

2. SHOT RECORD _____

3. PROOF OF

SPAYING/NEUTERING _____

4. SECURITY DEPOSIT: \$ _____ AMOUNT

RECEIVED: \$ _____

BALANCE DUE: \$ _____ TO BE PAID IN FULL

BY _____

5. APPROVAL or

DENIAL: _____

REASON: _____

MANAGER _____ DATE: _____

IF PET IS TOO YOUNG TO RECEIVE RABIES SHOT OR TO BE NEUTERED/SPAYED, DOCUMENTATION CAN BE BROUGHT TO MANAGEMENT WHEN PET REACHES APPROPRIATE AGE.

ANY APPROVAL BY WHA WOULD BE CONDITIONAL UPON RECEIPT/PROOF.