



# **PET & ASSISTANCE ANIMAL POLICY & RULES**

**Attachment to the Lease  
Updated 01/18/2023**

Table of Contents

**INTRODUCTION** .....3

**DEFINITIONS** .....3

**PET LIMITATIONS**.....3

**REGISTRATION**.....4

**PET DEPOSITS**.....4

**ANIMAL RESTRAINTS/BEHAVIOR**.....4

**SANITARY STANDARDS**.....5

**DAMAGES** .....5

**RESPONSIBILITIES OF PERSONS WITH PETS**.....5

    HEALTH, VETERINARY CARE AND INOCULATIONS.....5

    NEGLECT OR POOR HEALTH.....6

    LICENSING.....6

    GAMING AND/OR ABUSE.....6

    OTHER CONDITIONS .....6

**REMOVAL OF ANIMALS** .....6

    ABANDONMENT.....6

    UNCLEANLINESS.....7

    UNSUPERVISED ANIMALS .....7

    AGGRESSIVE BEHAVIOR AND/OR JUMPING .....7

    DISRUPTIVE BEHAVIOR .....7

    DEATH, INCARCERATION, HOSPITALIZATION OR ABANDONMENT OF THE UNIT BY A SOLE HOUSEHOLD MEMBER .....7

**NOTICE OF ANIMAL REMOVAL**.....7

**PROCEDURES WHEN PET RULES ARE VIOLATED** .....8

**AREAS OFF LIMITS TO ALL ANIMALS**.....8

**CONFLICTING DISABILITIES**.....8



# Pet & Assistance Animal Policy

## INTRODUCTION

24 CFR Sec. 5.350 requires that the Portsmouth Housing Authority (PHA) establish a Pet Policy.

The PHA has established this Pet & Assistance Policy ensure that its properties are maintained in a decent, safe, and sanitary manner, and that all residents are allowed to live in peace and quiet comfort. This policy is considered an attachment to the lease. These rules are applicable to all residents.. This policy is for all PHA properties, with the exception of Ruth Lewin Griffin Place, which has its own policy.

***All animals must be approved by and registered with the Portsmouth Housing Authority before the animal is allowed to live in the unit.***

## DEFINITIONS

Pet: a domestic or tamed animal kept for companionship.

Assistance Animal: An animal that a health professional has determined the presence of is necessary for a person's health and has a written & signed note from that health professional stating that the pet is necessary in the person's home. Assistance animals may or may not be trained for a specific task. Assistance animals are any animal include terms such as "emotional support animal," "therapy animals", etc.

Service Animal: The ADA defines a "Service Animal" as dogs that are individually trained to do work or perform tasks for people with disabilities.

## PET LIMITATIONS

Pets are limited to cats and dogs only. Other common household pets, such as fish, turtles, birds, etc. and any exotic pets such as spiders, rodents, snakes, reptiles, etc. are not allowed at the PHA. If a resident has a condition that makes having a service or assistance animal necessary, they must request a reasonable accommodation and provide a written note from a health care provider confirming that it is necessary for a specific type and breed of animal to live in the home of the named tenant.

The following pet standards apply:

1. Each resident household is allowed one (1) cat. One (1) dog per household is permitted at Elderly/Disabled properties only in addition to one (1) cat. No additional pets are allowed.
2. Dogs must weigh under 35lbs.

*Animals that have not reached their full growth potential will have their initial registration size qualification determined by the average size and weight for their particular breed when fully grown. If the breed of the pet is questionable, it will be assumed to mature to the size that has been determined by a qualified Veterinarian provided in writing to Management.*

3. Female cats and dogs over six months of age must be spayed.
4. Male cats and dogs over six months of age must be neutered.

*Note: If the animal's age, health, or other physical circumstances make the neutering/spaying procedure potentially hazardous to the animal's health, then written verification from a licensed Veterinarian of the animal's physical condition must be provided before any registration will be approved.*



## Pet & Assistance Animal Policy

5. In the event the pets should produce offspring, each resident will be responsible for maintaining compliance with this limitation.
6. Birds, turtles, reptiles, fish, and other common household pets (exempting cats and dogs) are not permitted.

### **REGISTRATION**

All applicants/residents must receive approval from the PHA **before** allowing a pet to live in the unit. The applicant/resident must register the pet with the PHA **before** it is brought onto the property and must update the registration at least annually during the re-certification process.

The registration must include:

1. A certificate signed by a licensed veterinarian, or a state or local authority empowered to inoculate animals (or designated agent of such an authority), stating that the animal has received all inoculations required by applicable state and local law.
2. Information sufficient to identify the animal, with a photo being preferable.
3. The name, address, and phone number of one or more responsible parties who will care for the animal if the resident is hospitalized, dies, is incapacitated, is incarcerated or is otherwise unable to care for the animal.
4. City of Portsmouth registration (required for dogs only).

The PHA may refuse to approve a registration request if:

1. the animal's owner fails to provide complete registration information,
2. the PHA has documented information that indicates, based on the resident's habits and practices, that the resident will be unable to keep the animal in compliance with the rules or/and other lease obligations,
3. the animal poses a threat to the health or safety of other residents, guests, vendors/service providers, and/or property staff,
4. the animal would interfere with other residents' peaceful enjoyment of the property,
5. the presence of the animal would change the nature of the program or cause undue financial and administrative burden,
6. the resident has a history of animal neglect or abuse.

The PHA will notify the resident if the PHA intends to refuse to register a pet. The notice shall state the basis for the action and shall be served on the resident/applicant in accordance with HUD requirements.

### **PET DEPOSITS**

The PHA does not charge or collect a pet deposit at any property with the exception of Ruth Lewin Griffin Place.

### **ANIMAL RESTRAINTS/BEHAVIOR**

The resident must always maintain control of the animal.



## Pet & Assistance Animal Policy

Animals must be caged or on a leash unless the animal is within the confines of the resident's unit. This rule does not apply if such restraint would hinder the animal's ability to perform required services.

Animals must not be allowed to jump on, impede, or otherwise limit any property staff, vendor, resident, or guest's use of the property, including public and common areas.

Unattended animals must not be allowed outside the apartment at any time. All animals must be under the control of a responsible individual while in the public and common areas of the property.

Animals are not permitted to be "penned" or "caged" on balconies or patios (if applicable) during the night or while the resident is away from the apartment. No screening, fencing, etc., may be added to any balcony/patio area or to the property grounds. Animals may not be leashed or tied to any interior or exterior building fixture at any time.

Animals are not allowed to make noise that would disturb other residents.

No animal that bites, attacks, or demonstrates other aggressive behavior towards humans or other animals may be kept on the premises.

### **SANITARY STANDARDS**

Animal owners must remove and properly dispose of all animal waste. Failure to do so is considered a minor lease violation. Three or more instances of minor lease violations may result in additional penalties up to and including termination of tenancy (eviction).

In the case of cats and other animals using litter boxes and/or being kept in cages, the PHA requires owners to change the litter and/or clean cages ***at least twice a week***. Products that are commonly used to houstrain animals must be disposed of daily.

The household will be charged a waste removal penalty of up to \$5 per occurrence for failure to comply with rules regarding sanitary standards.

### **DAMAGES**

Animal owners are solely responsible for any damage to persons or property caused by their animals. Costs to repair damages may be assessed at any time and are due within thirty (30) days of the invoice/charge.

### **RESPONSIBILITIES OF PERSONS WITH PETS**

Care and supervision of the animal is the responsibility of the animal owner.

#### **HEALTH, VETERINARY CARE AND INOCULATIONS**

Applicants and/or residents are required to provide a current "Animal Health Record" provided by a licensed veterinarian for all pets. Additionally, residents are required to provide a current "Animal Health Record" annually at each recertification. Owners must have record of inoculation in accordance with state and local laws.

Animals must have current vaccination against rabies and wear a rabies vaccination tag. If it is discovered that the animal does not have proper vaccinations, the resident will have ten (10) business days to remedy the situation or remove the animal.



## Pet & Assistance Animal Policy

### NEGLECT OR POOR HEALTH

Animals that are ill or in poor health must not be taken into common or public areas. An owner with an ill animal may be required to remove the animal from the property.

If an animal appears to be neglected, animal control may be contacted to determine the need for removal.

### LICENSING

The City of Portsmouth, NH requires that dogs more than four (4) months old must be licensed. All dogs must always wear their license tags.

### GAMING AND/OR ABUSE

Animals involved in gaming (dogfights, etc.) are victims of abuse. Local animal control agencies and law enforcement (as appropriate) will be contacted to investigate any suspected instances of gaming and/or other abuse.

### OTHER CONDITIONS

The PHA may place other reasonable conditions or restrictions on the animal depending on the nature and characteristics of the animal.

### REMOVAL OF ANIMALS

The PHA may exclude or remove any animal from the premises if:

- § the animal is out of control and the animal's handler does not take effective action to control it,
- § the animal is not housebroken, or
- § the animal's behavior poses a direct threat to the health and safety of others.

A resident may be required to remove their animal from the property if the resident fails to comply with the conditions outlined in this policy.

If the resident receives notice from the PHA to remove the animal and fails to remove it in accordance with the notice, the PHA reserves the right to contact a local animal control organization to have them remove the animal. The PHA is not responsible for the care or return of the animal.

Reasons to remove an animal include, but are not limited to:

### ABANDONMENT

Dogs may not be left unattended in an apartment for more than a twenty-four (24) hour period. The owner must arrange for the dog to be taken out of the unit for exercise. The owner must arrange for someone to care for the dog and ensure that the dog does not defecate or urinate in the apartment, on balconies, or in public/common areas.

Dogs and cats are required to be boarded off the premises when the owner is absent for a period longer than twenty-four (24) hours.

When an owner is absent, animals may be attended to in the pet owner's apartment by other individuals only when prior written approval has been provided. The PHA **will not** accept responsibility for providing access to the apartment for this purpose.



## Pet & Assistance Animal Policy

Any animal left unattended more than twenty-four (24) hours will be removed from the premises and placed in the care of either the documented alternative guardian listed in the animal's registration or a local animal control organization.

If the alternative guardian cannot assume immediate responsibility of the animal, the animal will be placed in the care of a local animal control organization. The PHA is not responsible for the care or return of the animal.

### UNCLEANLINESS

If an animal is caged or crated, that cage or crate must be appropriately sized for the animal and kept in a decent, safe, and sanitary condition.

Owners who fail to properly clean up and dispose of the animal's waste may be required to remove the animal from the property. If the presence of the animal or actions of the animal owner causes unsanitary conditions in the unit or in any public or common area, the animal may be removed.

### UNSUPERVISED ANIMALS

Animals that are allowed outside an apartment without proper supervision or restraints will be removed and not allowed to return.

### AGGRESSIVE BEHAVIOR AND/OR JUMPING

If an animal bites or jumps on people and/or other animals, the resident agrees to take proper steps to restrain the animal. Multiple reports of such incidences will result in a requirement to restrict the animal's access or remove the animal from the property.

Animals must not attack or interfere with other animals owned by residents, guests, or service providers.

Removal will be considered for animals that violate this policy.

### DISRUPTIVE BEHAVIOR

The resident agrees to immediately remove the animal if its behavior is unruly or disruptive (e.g., barking, growling, running around, or displaying aggressive behavior). Animals must not interfere with other residents' peaceful enjoyment of the property.

### DEATH, INCARCERATION, HOSPITALIZATION OR ABANDONMENT OF THE UNIT BY A SOLE HOUSEHOLD MEMBER

If the PHA discovers that the sole household member has died, been incarcerated, been hospitalized, or has abandoned the unit, the animal will be removed from the premises to the documented alternative guardian listed in the animal's registration. If the alternative guardian is unable to assume immediate responsibility for the animal, the animal will be placed in the care of a local animal control organization. The PHA is not responsible for the care or return of the animal.

### NOTICE OF ANIMAL REMOVAL

The PHA will issue a notice for the removal of the animal if:

- § the animal owner and the PHA are unable to resolve the rule violation at the meeting, or
- § it is determined that the animal owner has failed to correct the rule violation.



## Pet & Assistance Animal Policy

### Initiation of Procedures to Terminate an Animal Owner's Tenancy.

The PHA may initiate procedures to terminate an animal owner's tenancy based on a pet/animal rule violation if:

- § the owner has failed to remove the animal or correct a pet rule violation within the applicable time period, and
- § the violation is sufficient to begin procedures to terminate the animal owner's tenancy under the terms of the lease and applicable regulations.

The PHA may initiate procedures at any time in accordance with the provision of applicable state or local laws.

### **PROCEDURES WHEN PET RULES ARE VIOLATED**

If an owner has violated a pet/animal rule, the PHA may serve a written notice of a lease violation to the pet owner. The notice will contain:

- § a description of the pet rule(s) alleged to be violated.
- § a brief factual statement of how the violation was determined.

The animal owner will have ten (10) business 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, in accordance with the PHA Grievance Policy.

If the animal owner makes a timely grievance request for a meeting to discuss an alleged pet rule violation, the PHA will establish a mutually agreeable time and place for the meeting. The meeting will take place no more than ten (10) business days Of receipt of the grievance. If the owner schedules a meeting, that owner is entitled to be accompanied by another person of his/her choice at the meeting.

As a result of the meeting, the PHA may give the owner additional time to correct the violation.

An owner's failure to correct the violation, request a meeting, or appear at a requested meeting may result in termination of the animal owner's tenancy.

### **AREAS OFF LIMITS TO ALL ANIMALS**

The PHA may prohibit animals in certain locations due to health and safety restrictions (e.g., where the animals may be in danger, or where their use may interfere with management).

Restricted areas may include, but are not limited to, the following areas: food preparation areas, custodial closets, boiler rooms, facility equipment rooms, areas where protective clothing is necessary, wood, and metal shops, motor pools, and rooms with heavy machinery.

Exceptions to this rule may be granted on a case-by-case basis by contacting the PHA.

### **CONFLICTING DISABILITIES**

Residents with medical condition(s) that are affected by animals (respiratory diseases, asthma, severe allergies) should contact the PHA if they have a health or safety related concern about exposure to an animal. The individual will be asked to provide medical verification.





## Pet & Assistance Animal Policy

The PHA will resolve any conflict in a timely manner, considering the conflicting needs and/or accommodations of all persons involved.

**I hereby certify that I have carefully reviewed all information included in the Pet Policy and that I agree to abide by the rules described. I understand that failure to do so will be considered a lease violation and can result in penalties including removal of the animal and eviction from the property.**

\_\_\_\_\_  
Resident Name (please print)

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Resident Name (please print)

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Management Representative Name (please print)

\_\_\_\_\_  
Management Representative

\_\_\_\_\_  
Date

\_\_\_\_\_  
Apartment Community Name

*The Portsmouth Housing Authority does not discriminate on the basis of disability status in the admission or access to, or treatment or employment in, its federally assisted programs and activities.*

*The person named below has been designated to coordinate compliance with the nondiscrimination requirements contained in the Department of Housing and Urban Development's regulations implementing Section 504).*

Name: Norma Laurent Address: **245 Middle St** City: **Portsmouth** State: **NH** Zip: **03801**  
Telephone – Voice: **603-436-4310 x112** Telephone – TTY: **800-545-1833 x825**

