

**PUBLIC HOUSING: Palmetto Court, Southward Village,
Bonair Towers and Royal Palm Towers**

PET POLICY
[24 CFR 5.209]

INTRODUCTION

Housing Authorities have discretion to decide whether or not to develop policies pertaining to the keeping of pets in public housing units. This policy explains the Housing Authority of the City of Fort Myers, Florida (HACFM) policies on the keeping of pets and any criteria or standards pertaining to the policy. The rules adopted are reasonably related to the legitimate interest of HACFM to provide a decent, safe and sanitary living environment for all tenants, to protecting and preserving the physical condition of the property, and the financial interest of HACFM.

The purpose of this policy is to establish HACFM's policy and procedures for ownership of pets in elderly and disabled units as well as in family units, and to ensure that no applicant or resident is discriminated against regarding admission or continued occupancy because of ownership of pets. It also established reasonable rules governing the keeping of common household pets.

Nothing in this policy or the dwelling lease limits or impairs the right of persons with disabilities to own animals that are used to assist them.

Residents agree to abide by the Pet Policy and receipt of the policy is acknowledged in the lease agreement and by the signature page attached. These standards will be applied fairly and uniformly to all Residents. Failure to abide by the Pet Policy is a violation of the lease terms and can result in eviction.

ANIMALS THAT ASSIST PERSONS WITH DISABILITIES

The tenant/pet owner will be required to qualify animals (for exclusion from the pet policy) that assist persons with disabilities.

Pet rules will not be applied to animals that assist persons with disabilities.

To be excluded from the pet policy, the tenant/pet owner must certify the following:

1. That there is a person with disabilities in the household;
2. That the animal has been trained to assist with the specified disability.

A. MANAGEMENT APPROVAL OF PETS

All pets must be approved **in advance** by HACFM management/property manager.

The tenant/pet owner must submit and enter into a Pet Agreement with HACFM.



Registration of Pets

Pets must be registered with HACFM before they are brought onto the premises. Registration includes certificate signed by a licensed veterinarian or State/local authority that the pet has received all inoculations required by State or local law, and that the pet has no communicable disease(s) and is pest-free.

Dogs and cats must be spayed or neutered.

Execution of a Pet Agreement with HACFM stating that the tenant acknowledges complete responsibility for the care and cleaning of the pet will be required.

Registration must be renewed and will be coordinated with the annual recertification date.

Approval for the keeping of a pet shall not be extended pending the completion of these requirements.

Refusal To Register Pets

HACFM may not refuse to register a pet based on the determination that the pet owner is financially unable to care for the pet. If HACFM refuses to register a pet, a written notification will be sent to the pet owner stating the reason for denial and shall be served in accordance with HUD Notice requirements.

HACFM will refuse to register a pet if:

1. The pet is not a common household pet as defined in this policy;
2. Keeping the pet would violate any House Pet Rules;
3. The tenant/pet owner fails to provide complete pet registration information, or fails to update the registration annually;
4. HACFM reasonably determines that the pet owner is unable to keep the pet in compliance with the pet rules and other lease obligations. The pet's temperament and behavior may be considered as a factor in determining the pet owner's ability to comply with provisions of the lease.

The notice of refusal may be combined with a notice of a pet violation.

A resident who cares for another resident's pet must notify HACFM and agree to abide by all of the pet rules in writing.

B. STANDARDS FOR PETS

Pet rules will not be applied to animals that assist persons with disabilities.

Persons With Disabilities

To be excluded from the pet policy, the tenant/pet owner must certify the following:

1. That there is a person with disabilities in the household;
2. That the animal has been trained to assist with the specified disability; and
3. That the animal actually assists the person with the disability.



Types of Pets Allowed

Each registering household may keep one (1) pet dog or cat, in addition to one (1) small caged contained animal or fish as defined below:

Guidelines and Restrictions for dogs and Cats

Dogs

Maximum number: 1

Maximum adult weight: 30 pounds

Maximum height: 20" (inches) at shoulder at full growth

Must adhere to breed restrictions found elsewhere in this policy

Must be spayed or neutered.

Must be housebroken.

Must have all required inoculations.

Must be licensed as specified now or in the future by State law and or local ordinance.

Cats

Maximum number: 1

Must be spayed or neutered.

Must have all required inoculations.

Must be trained to use a litter box.

Must be licensed as specified now or in the future by State and or local ordinance.

Guidelines and Restrictions for Small Caged Animals and Fish

Birds

Maximum number: 1

Must be enclosed in a cage at all times.

Fish

Maximum aquarium size: 20 gallons.

Aquariums must be on an approved stand that is stable and cannot be easily pushed over.



Rodents (Guinea pig, hamster, or gerbil ONLY)

Maximum number: 1

Mice and Rabbits are NOT allowed or considered a pet.

Must be enclosed in an acceptable cage at all times.

Must have any or all inoculations as specified now or in the future by State law and or local ordinance.

Types of Pets Not Allowed

Common household pets permitted in dwelling units do not include:

Animals who would be allowed to produce offspring for sale.

Wild animals, feral animals, and any other animals that are not meant for routine human handling.

Animals of species commonly used on farms.

Non-human primates.

Animals whose climatological needs cannot be met in the unaltered environment of the individual dwelling unit.

Pot bellied pigs.

No Reptiles or Amphibians: Snakes, lizards, turtles,, iguanas, alligators , frogs etc.

No Spiders of any kind

Pets that exceed the weight and height limits at full growth.

The following restrictions apply to pets, based on weight, size and inherent dangerousness, including prohibiting against the keeping of:

Any animals whose weight could exceed 30 pounds by adulthood.

Dogs of the Pit Bull, Rottweiller, Doberman, Chow, or Boxer breeds.

Ferrets or other animals whose natural protective mechanisms pose a risk to small children of serious bites and lacerations.

Hedgehogs or other animals whose protective instincts and natural body armor produce a risk to children of serious puncture injuries.

Chicks/chickens/rooster or other animals that pose a significant risk to salmonella infection to those who handle them.



Pigeons, doves, mynah birds, psittacoses birds, and birds of other species that are host to the organisms causing psittacosis in humans.

Tenants must adhere to the restrictions on numbers and types of pets.

C. PETS TEMPORARILY ON THE PREMISES

Pets which are not owned by a tenant will not be allowed on the property at any time for any reason and for no length of time. NO VISITING PETS ALLOWED!

Tenants are prohibited from feeding or harboring stray animals.

D. ADDITIONAL FEES AND DEPOSITS FOR PETS

HACFM required a pet deposit of \$250 for dogs and cats.

HACFM will allow gradual payment of the deposit in accordance with the following:

An initial payment of \$50 on or prior to the date the pet is properly registered and brought into the unit; and

Monthly payments in an amount of no less than \$50 until the specified deposit has been paid. The tenant must enter into a Repayment Agreement for the Pet Deposit.

HACFM will return the deposit in accordance with the following:

HACFM will refund the Pet Deposit to the tenant, less any damages caused by the pet to the dwelling unit, upon removal of the pet or the owner from the unit.

HACFM will return the Pet Deposit to the tenant or to the person designated by the tenant less any damages caused by the pet to the dwelling unit, in the event of the tenant's incapacitation or death.

HACFM will provide the tenant or designee identified above with a written list of any charges against the pet deposit.

All reasonable expenses incurred by HACFM as a result of damages directly attributable to the presence of the pet in the development will be the responsibility of the tenant, including:

The cost of repairs and replacements to the resident's dwelling unit;

Fumigation of the dwelling unit;

Common areas of the project.

Pet Deposits are not a part of rent payable by the resident.



E. ALTERATIONS TO THE UNIT

Tenants/pet owners shall not alter their unit, patio, premises or common areas to create an enclosure for any animal. Installation of pet doors is prohibited.

F. PET WASTE REMOVAL CHARGE

A separate pet waste removal charge of \$10 per occurrence will be assessed against the tenant for violations of the pet policy.

Pet deposit and pest waste removal charge are not part of the rent payable by the tenant.

If the tenant is in occupancy when such costs occur, the tenant shall be billed for such costs as a current charge.

If such expenses occur as the result of a move-out inspection, they will be deducted from the pet deposit. The tenant will be billed for any amount which exceeds the pet deposit.

The pet deposit will be refunded when the resident moves out of or no longer has a pet on the premises, whichever occurs first.

The expense of flea disinfestations shall be the responsibility of the tenant.

G. 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 tenant/pet owner or other responsible individual at all times. Children are not considered by HACFM the responsible individual. HACFM will hold the Head of Household responsible for following all pet policies.

Pets are not permitted in common areas including lobbies, community rooms and laundry areas except for those common areas which are entrances to and exits from the building.

H. NOISE

Pet owners must agree to control the noise of pets so that such noise does not constitute a nuisance to other residents or interrupt their peaceful enjoyment of their housing unit or premises. This includes, but is not limited to loud or continuous barking, howling, whining, biting, scratching, chirping, or other such activities.

I. CLEANLINESS REQUIREMENTS

Litter Box Requirements: All animal waste or the litter from litter boxes shall be picked up immediately by the tenant/pet owner, disposed of in sealed plastic trash bags, and placed in a trash bin.

Litter/waste shall not be disposed of by being flushed through a toilet.

Litter boxes shall be stored inside the resident's dwelling unit.

Removal of Waste from Other Locations: The tenant/pet owner shall be responsible for the removal of waste from the grounds by placing it in a sealed plastic bag and disposing of it in an outside trash bin.



The tenant/pet owner shall take adequate precautions to eliminate any pet odors within or around the unit and to maintain the unit in a sanitary condition at all times.

J. PET CARE

No pet (excluding fish) shall be left unattended in any unit for a period in excess of 10 hours.

All tenants/pet owners shall be responsible for adequate care, nutrition, exercise and medical attention for his/her pet.

Tenants/pet owners must recognize that other tenants may have chemical sensitivities or allergies related to pets, or may be easily frightened or disoriented by animals. Pet owners must agree to exercise courtesy with respect to other tenants.

K. RESPONSIBLE PARTIES

The tenant/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 tenant/pet owner, or by other factors that render the pet owner unable to care for the pet.

L. INSPECTIONS

HACFM may, after reasonable notice to the tenant during reasonable hours, enter and inspect the premises, in addition to other inspection allowed.

The tenant/pet owner will be responsible for securing the pet to an enclosed room, such as the bathroom, when maintenance is due to enter the unit. Failure to secure the pet will result in a maintenance charge to the unit for maintenance time.

M. PET RULE VIOLATION NOTICE

If a determination is made on objective facts supported by written statements, that a tenant/pet owner has violated the any part of the Pet Policy, written notice will be served.

The Notice will contain a brief statement of the factual basis for the determination and the pet rule(s) which were violated. This notice will also state:

That the tenant/pet owner has five (5) days from the effective date of the service of notice to correct the violation or make a written request for a meeting to discuss the violation;

That the tenant/pet owner is entitled to be accompanied by another person of his or her choice at the meeting; and

That the tenant/pet owner's failure to correct the violation, request a meeting, or appear at a requested meeting may result in initiation of procedures to terminate the pet owner's tenancy.



N. NOTICE FOR PET REMOVAL

If the tenant/pet owner and HACFM are unable to resolve the violation at the meeting or the pet owner fails to correct the violation in the time period allotted by HACFM, HACFM may serve notice to remove the pet.

The Notice shall contain:

A brief statement of the factual basis for HACFM's determination of the pet rule that has been violated;

The requirement that the tenant/pet owner must remove the pet within 5 days of the notice; and

A statement that failure to remove the pet may result in the initiation of termination of the tenancy procedures.

O. TERMINATION OF TENANCY

HACFM may initiate procedures for termination of tenancy based on a pet rule violation if:

The pet owner has failed to remove the pet or correct the pet rule violation within the time period specified; and

The pet rule violation is sufficient to begin procedures to terminate tenancy under terms of the lease.

P. PET REMOVAL

In the event of tenant/pet owner's death or incapacity threatens the health or safety of the pet, or other factors occur that render the tenant/pet owner unable to care for the pet, the situation will be reported to the Responsible Party designated by the tenant/pet owner. This also includes pets who are poorly cared for or who have been left unattended for over 10 hours.

If the responsible party is unwilling or unable to care for the pet, or if HACFM after reasonable efforts cannot contact the responsible party, HACFM may contact the appropriate State or local agency and request the removal of the pet.

If the pet is removed as a result of any aggressive act on the part of the pet, the pet will not be permitted back on the premises.

Q. EMERGENCIES

HACFM will take all necessary steps to insure that pets which become vicious, display symptoms of severe illness, or demonstrate behavior that constitutes an immediate threat to the health or safety of others, are referred to the appropriate State or local entity authorized to remove such animals.

If it is necessary to HACFM to place the pet in a shelter facility, the cost will be the responsibility of the tenant/pet owner.



The Pet Policy is not inclusive of all Housing Authority of the City of Fort Myers rules, regulations, policies, and practices. The Pet Policy is a supplemental to the Lease Agreement. For response to a specific question you may have about your occupancy, please see your Property Manager.

I/WE have read and understand the above House Rules and standards and agree to abide by them during my/our residency.

SIGNATURE(S):

Resident: _____

DATE: _____

Resident: _____

DATE: _____

Resident: _____

DATE: _____

Resident: _____

DATE: _____

Resident: _____

DATE: _____

