



# Pet Policy

## Resolution 362, Amended by Resolution 367

### Effective January 1, 2001

In compliance with 24 CFR subpart C 5.300 through 5.380 and 24 CFR subpart G 960.701 through 960.707, residents of the Marceline Housing Authority, contingent upon necessary re-quirements, conditions and restrictions as set forth herein, shall be permitted to own and keep common household pets within their respective dwelling units. Animals serving as an auxiliary for persons with a disability (i.e. seeing-eye dog) are excluded from this policy if they meet the requirements of paragraph 21.

1. A common household pet means a domesticated animal, such as a dog, cat, bird, rodent, fish or turtle, that is traditionally kept in the home for pleasure rather than for commercial purposes. Such pets are defined as follows:

- Bird** Includes Canary, Parakeet, Finch, and other species that are normally kept caged; birds of prey are not permitted.
- Fish** In tanks or aquariums, not to exceed 20 gallons in capacity; poisonous or dangerous fish are not permitted.
- Dog** Not to exceed 25 pounds weight, or 15 inches height at full growth. Dogs must be spayed or neutered. No Pit Bulls, Rottweilers, or Chows will be permitted.
- Cat** Cats must be spayed or neutered and shall not exceed 15 pounds.
- Rodent** Rodents other than hamsters, gerbils, white rats, or mice are not considered common household pets. These animals must be kept in appropriate cages.
- Reptile** Reptiles other than turtles or small lizards such as chameleons are not considered common household pets.
- Exotic pets** At no time will the Housing Authority approve of exotic pets, such as, but not limited to, snakes, monkeys, game pets, etc.

2. Pet owners are required to remove and properly dispose of all removable pet waste (inside and outside of dwelling unit as well as on Housing Authority common areas) made by their pet. Regarding such removal, we suggest use of a small, inexpensive plastic litter scoop (also called “pooper scooper”) which can be carried easily for use when pet “does its thing.” (See Rule 10). In the case of cats and other pets using litter boxes the pet owner is required to change the litter twice each week and properly dispose of the pet waste and litter in a sanitary manner.
3. All cats and dogs shall be appropriately and effectively restrained (by leash or chain) and under the control of a responsible individual while on the common areas of the Housing Authority. A pet may not be left outside of the dwelling unit chained or restrained, nor left unsupervised or unattended, during day or night.
4. Owners of dogs and cats are required to register their pets with the Housing Authority. The pet owner must register the pet before it is brought onto the premises and must update the registration at least annually at the time of pet owner’s annual recertification. The registration must include:
  - a. A certificate signed by a licensed veterinarian or state or local authority empowered to inoculate animals stating that the pet has received all inoculations required by applicable State and local law.
  - b. A certificate signed by a licensed veterinarian that the pet has been spayed or neutered.
  - c. Information sufficient to identify the pet
  - d. The name, address, and phone number of one or more responsible parties who will care for the pet if the pet owner dies, is incapacitated, or is otherwise unable to care for the pet.

**Responsible party other than resident of household:**

Name	Address	Phone (day)	Phone (night)

5. The pet owner shall sign a statement indicating that he or she has read the pet rules and agrees to comply with them.
6. The Housing Authority may refuse to register a pet if:
  - a. The pet is not a common household pet.
  - b. The keeping of the pet would violate any applicable pet rules.
  - c. The pet owner fails to provide complete pet registration information or facts annually to update the pet regulations.
7. The Housing Authority shall notify the pet owner if the Housing Authority refuses to register a pet.
8. Four-legged, warm-blooded pets shall be limited to one pet in each dwelling unit.

## **9. Pet Deposit/Monthly Fee**

### *a. Elderly/Persons with Disabilities*

The pet owner is required to make a refundable \$50.00 pet deposit. This deposit is in addition to any financial obligation generally imposed on tenants of the Housing Authority. The Housing Authority may use the pet deposit only to pay reasonable expenses directly attributable to the presence of the pet in the project, including (but not limited to) the cost of repair and replacement to and fumigation of the tenants dwelling unit and the cost of animal care facilities as given in paragraph 14 or 16.

### *b. Nonelderly/Persons without Disabilities*

The resident owning or keeping a dog or cat shall pay the Housing Authority the non-refundable fee of \$5.00 per month to cover operating cost of the development relating to the presence of the dog or cat. The fee shall be applicable for any month or portion thereof when a dog or cat is present in the residents dwelling unit.

10. The Housing Authority will impose a special pet waste removal charge of \$5.00 per occurrence on pet owners that fail to remove pet waste in accordance with these rules.
11. All pets shall be cared for in a manner that will protect the condition of the tenants unit, the general condition of the development and to protect the health and safety of present tenants, Housing Authority employees, and the public. Pets will not be allowed in the Community Building/Office or any public building under the control of the Housing Authority at any time. At no time will a pet be left unattended for more than four hours in a dwelling unit. The owner shall be required to control noise and odor caused by a pet.
12. At no time will pets not owned by a tenant, which are to be kept temporarily (temporarily being no more than four hours) on the project premises, be permitted in any common building or dwelling unit. Guests of tenants are not permitted to bring pets of any kind on to grounds of the Housing Authority at any time.
13. Pet owners are advised that the Housing Authority may under certain circumstances, find it necessary to terminate their continued tenancy for violation of Housing Authority pet rules issued and explained to them when the pet involved was registered with the Housing Authority.
14. If there is no State or local authority (or designated agent of such an authority) authorized under applicable State or local law to remove a pet that becomes vicious, displays symptoms of severe illness, or demonstrates other behavior that constitutes an immediate threat to the health or safety of the tenancy as a whole, Housing Authority employees, or the general public, the Housing Authority will be permitted to enter the premises (if necessary), remove the pet, and take such action with respect to the pet as may be permissible under State and local law, which may include placing it in a facility that will provide care and shelter, at expense of pet owner, for a period not to exceed 30 days. The Housing Authority may enter the premises and remove the pet or take such other permissible action only if the Housing Authority requests the pet owner to remove the pet from the project immediately, and the pet owner refuses to do so, or if the Housing Authority is unable to contact the pet owner to make a removal request.

15. Nothing in these rules prohibits the Housing Authority or an appropriate community authority from requiring the removal of any pet from a project, if the pet's conduct or condition is duly determined to constitute, under the provisions or State or local law, a nuisance or a threat to the health or safety of other occupants of the project, Housing Authority employees, or of other persons in the community where the project is located.
16. If the health or safety of a pet is threatened by the death or incapacity of the pet owner, or by other factors that render the pet owner unable to care for the pet, the Housing Authority may contact the responsible party or parties listed in the pet registration information. If the responsible party or parties are unwilling or unable to care for the pet, or the Housing Authority, despite reasonable efforts, has been unable to contact the responsible party or parties, the Housing Authority may contact the appropriate State or local authority (or designated agent of such an authority) and request the removal of the pet. If there is no State or local authority (or designated agent of such an authority) authorized to remove a pet under these circumstances the Housing Authority may enter the pet owner's unit, remove the pet and place the pet in a facility that will provide care and shelter until the pet owner or a representative of the pet owner is able to assume responsibility for the pet, but not longer than 30 days. The cost of the animal care facility provided under this section shall be borne by the pet owner.
17. Residents who choose to have pets are advised they have responsibilities under the laws of the state of Missouri as follows:
  - a. *Animal Neglect and Abandonment*  
Any persons convicted of failure to provide adequate care or adequate control of an animal, so that an animal does not injure itself, any person, any other animal or property is guilty of a Class C Misdemeanor with a maximum fine of \$500 and maximum sentence of 15 days imprisonment. A second conviction is a Class B Misdemeanor and has a maximum fine of \$1000 and maximum sentence of 6 months.
  - b. *Animal Abuse*  
Any person convicted of knowingly failing to provide adequate care or adequate control of an animal is guilty of a Class A Misdemeanor with a maximum fine of \$1000 and a maximum sentence of 1 year imprisonment. A second conviction is a Class D Felony with a maximum fine of \$5000 with a maximum sentence of 5 years imprisonment.

#### 18. **Obligations**

The Housing Authority is mindful that a household pet can bring enjoyment to tenants in many ways, particularly for the elderly. Memories of younger, carefree years often times include having pets as faithful companions. The Board of Commissioners sincerely hopes those who elect to keep a pet at this time will fully enjoy having a pet share their living quarters.

Privilege, as life teaches us, entails responsibility. In this connection, The Board of Commissioners hope resident pet owners will give careful consideration to all rules of the pet policy. The close proximity of neighboring tenants in multiplex housing, particularly as it relates to disruptive dogs who seem to enjoy barking marathons at times when most people usually sleep require consideration and responsibility from all concerned, including the Housing Authority. Pet owners must accept their obligation to prevent disrupting the peace and tranquility of our tenant community.

**19. Complaints and Corrective Action**

Most complaints about pets, the Board of Commissioners are told, usually involve noise and pet waste. For instance, if a noisy dog (properly registered with the Housing Authority) barks continuously and prevents nearby tenants from being able to sleep, and complaints regarding such are verified, the Housing Authority will have no choice but to take prompt action to remedy such troublesome conduct. The Housing Authority will advise the pet owner involved of such complaint and suggest corrective measures to prevent reoccurrence. The matter will be closely monitored and if the disruptive barking continues, the Housing Authority will take whatever action it regards appropriate and, if necessary rescind the pet’s registration removal. Careful attention will be given to reported pet waste on common Housing Authority areas for taking action to remedy, when necessary.

20. Pets, as the Board of Commissioners all know, cannot be arrested or penalized; therefore, each pet owner must accept full and complete responsibility for action of their pet.

**21. Animals that assist, support, or provide service to persons with disabilities.**

This policy does not apply to animals that assist, support, or provide service to persons with disabilities. The Housing Authority may not apply or enforce any policies established under this policy against animals that are necessary as a reasonable accommodation to assist, support or provide service to persons with disabilities. This exclusion applies to such animals that reside in public housing, as that term is used in 24 CFR subpart G 960.703, and such animals that visit Housing Authority developments. Nothing in this policy limits or impairs the rights of persons with disabilities, authorizes the Housing Authority to limit or impair the rights of persons with disabilities, or affects any authority that the Housing Authority may have to regulate service animals that assist, support or provide service to persons with disabilities, under Federal, State, or local law.

The Housing Authority may require resident animals to qualify for this exclusion. The Housing Authority must grant this exclusion if: The tenant or prospective tenant certifies in writing that the tenant or a member of his or her family is a person with a disability; the animal has been trained to assist persons with that specific disability; and the animal actually assists the person with a disability.

22. This policy is an agreement between the head of the household and the Marceline Housing Authority and needs to be signed only if a pet is present in the household.

Type of Pet \_\_\_\_\_ Breed \_\_\_\_\_

License Date \_\_\_\_\_ License Number \_\_\_\_\_

Spay or Neuter Date \_\_\_\_\_ Pets Name \_\_\_\_\_

Resident Name (print) \_\_\_\_\_ Unit \_\_\_\_\_

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

Housing Authority Representative \_\_\_\_\_ Date \_\_\_\_\_