



HOUSING AUTHORITY OF THE CITY OF HOBOKEN

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PET POLICY

11.1 OVERVIEW

The purpose of a pet policy is to establish clear guidelines for ownership of pets and to ensure that no applicant or resident is discriminated against regarding admission or continued occupancy because of ownership of pets. It also establishes reasonable rules governing the keeping of common household pets. This part contains pet policies that apply to all developments.

This chapter explains the Authority's policies on the keeping of pets and describes any criteria or standards pertaining to the policies. The rules adopted are reasonably related to the legitimate interest of the Authority to provide a decent, safe and sanitary living environment for all residents, and to protect and preserve the physical condition of the property, as well as the financial interest of the Authority.

All pets owned by residents of the Authority prior to the adoption of the Authority's Pet Policy on July 7, 1999, were to have been issued a Pet Permit provided the pets met the requirements of the Pet Permit as outlined in the Authority Pet Policy and Municipal Code 93-2. After the death of the disposition of grandfathered pets, the quantity of pets allowed is controlled.

11.2 SERVICE ANIMALS AND ASSISTANCE ANIMAL [Section 504; Fair Housing Act (42 U.S.C.); 24 CFR 5.303; 24 CFR 960.705; Notice FHEO 2013-01]

11.2.1 OVERVIEW

This part discusses situations under which permission for a service animal or an assistance animal may be denied and also establishes standards for the care of service and assistance animals.

Notice FHEO 2013-01 was published on April 25, 2013. The notice explains the difference between service animals and assistance animals. While the ADA applies to the premises of public housing agencies and to "public accommodations," such as stores and movie theaters, it does not apply to private-market rental housing. Therefore, in public housing, the Authority must evaluate a request for a service animal under both the ADA and the Fair Housing Act. Service animals are limited to trained dogs.



Neither service animals nor assistance animals are pets, and thus, are not subject to the Authority's pet policies described in Parts II through IV of this chapter [24 CFR 5.303; 960.705; Notice FHEO 2013-01].

11.2.2 APPROVAL OF SERVICE ANIMALS AND ASSISTANCE ANIMALS

Notice FHEO 2013-01 states that the Authority should first evaluate the request as a service animal under the ADA. The Authority may only ask whether the dog is a service animal required due to a disability, and what tasks the animal has been trained to perform. The Authority cannot require proof of training or certification for a service animal, even if the disability or tasks performed are not readily apparent. If the disability or tasks performed are not readily apparent, no further inquiries may be made.

HAs may only deny a request for a service animal in limited circumstances:

- The animal is out of control, and the handler does not take effective action to control it
- The animal is not housebroken, or
- The animal poses a direct threat to health or safety that cannot be eliminated or reduced by a reasonable modification of other policies.

A service animal must be permitted in all areas of the facility where members of the public are allowed.

If the animal does not qualify as a service animal under the ADA, the Authority must next determine whether the animal would qualify as an assistance animal under the reasonable accommodation provisions of the Fair Housing Act. Such assistance animals may include animals other than dogs.

A person with a disability is not automatically entitled to have an assistance animal. Reasonable accommodation requires that there is a relationship between the person's disability and his or her need for the animal [PH Occ GB, p. 179].

The Authority may not refuse to allow a person with a disability to have an assistance animal merely because the animal does not have formal training. Some, but not all, animals that assist persons with disabilities are professionally trained. Other assistance animals are trained by the owners themselves, and, in some cases, no specialized training is required. The question is whether or not the animal performs the assistance or provides the benefit needed by the person with the disability [PH Occ GB, p. 178].

An Authority's refusal to permit persons with a disability to use and live with an assistance animal that is needed to assist them would violate Section 504 of the Rehabilitation Act and the Fair Housing Act unless [PH Occ GB, p. 179]:

- There is reliable, objective evidence that the animal poses a direct threat to the health or safety of others that cannot be reduced or eliminated by a reasonable accommodation
- There is reliable, objective evidence that the animal would cause substantial physical damage to the property of others

For an animal to be excluded from the pet policy and be considered a service animal, it must be a trained dog, and there must be a person with disabilities in the household who requires the dog's services. For an animal to be excluded from the pet policy and be considered an assistance animal, there must be a person with disabilities in the household, and the family must request, and the Authority approve a reasonable accommodation in accordance with the policies contained in Chapter 2.

11.3 DESIGNATED PET/NO-PET AREAS [24 CFR 5.318(G), PH OCC GB, P. 182]

The Authority may designate buildings, floors of buildings, or sections of buildings as no-pet areas where pets generally may not be permitted. Pet rules may also designate buildings, floors of a building, or sections of building for residency by pet-owning residents.

HAs may direct initial resident moves as may be necessary to establish pet and no-pet areas. The Authority may not refuse to admit or delay admission of an applicant on the grounds that the applicant's admission would violate a pet or no-pet area. The Authority may adjust the pet and no-pet areas or may direct such additional moves as may be necessary to accommodate such applicants for tenancy or to meet the changing needs of the existing residents.

11.4. PET APPLICATION REGISTRATION [24 CFR 960.707(B)(5)].

Pets must be registered with the Authority before they are brought onto the premise. Residents who apply for a Pet Permit must file an application for a Pet Permit with their Site Manager at the Authority. All pets must be photographed by the Authority. They will be weighed, their license checked and verified, their collar checked, and issued an Authority ID. The ID must be carried have met the State and Municipal ordinances related to pets.

11.4.1 PET PERMIT

A Pet Permit will be issued after all conditions of the pet policy are met, including the Pet Application and verification of compliance with the registration requirements of Municipal Code 93-2. If applicable, verification of continued compliance with the same may be required on an annual basis, at the time of recertification.

11.4.2 CONDITIONS FOR ISSUANCE OF A PET PERMIT

The following conditions must be met before the Authority will issue a Pet Permit:

1. Applicants for a Pet Permit must file a copy of license with the through their Site Manager evidencing their compliance with Municipal Code 93-2 (applies to dogs and cats).
2. Applicants for Pet Permit must sign a statement that said applicant assumes all personal financial responsibility for damage to any personal or project property caused by the pet and assumes personal responsibility for personal injury to any party caused by a said pet.

3. Prior to the issuance of a Pet Permit, the applicant agrees to post a pet security deposit of \$100.00 for each cat or dog and \$25.00 for each birdcage or fish tank. The Authority will permit the gradual accumulation of the pet deposit by the pet owner not to exceed six (6) months [24 CFR 5.318(d)(3)]. Said security deposit will be applied to damages caused by the pet upon the resident vacating the apartment together with an assessment to residents for any deficiency in the amount of the deposit applied to the specific damages. If no damages are incurred due to the pets, the pet deposit will be fully refunded within two weeks. The Authority may not charge a pet security deposit if it exceeds one and one-half times one month's rent when combined with the regular security deposit.
4. Applicant must file, as part of the application process, a Pet Emergency Care Plan in case the applicant is unable to care for said pet in an emergency and which will empower the Site Manager to transfer pet care responsibility to a Responsible Party of the applicant off the premises of the development.
5. Applicants who have been approved to have a pet must enter into a pet agreement with the Authority, or the approval of the pet will be withdrawn.
6. The pet agreement is the resident's certification that he or she has received a copy of the Authority's pet policy and applicable house rules, that he or she has read the policies or rules, understands them, and agrees to comply with them.
7. The resident further certifies by signing the pet agreement that he or she understands that noncompliance with the Authority's pet policy and applicable house rules may result in the withdrawal of Authority approval of the pet or termination of tenancy.

Registration includes documentation 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. This registration must be renewed annually and will be coordinated with the annual reexamination date. Pets will not be approved to reside in a unit until completion of the Pet Permit requirements.

11.4.3 REFUSAL TO REGISTER PET

The Authority will refuse to register a pet if:

- The pet is not a common household pet, as defined in Section 11.4.4. below
- Keeping the pet would violate any pet restrictions listed in this policy
- The pet owner fails to provide complete pet registration information or fails to update the registration annually
- The applicant has previously been charged with animal cruelty under state or local law, or has been evicted, had to relinquish a pet or been prohibited from future pet ownership due to pet rule violations or a court order
- The Authority 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.

If the Authority refuses to register a pet, a written notification will be sent to the pet owner within ten business days of the Authority's decision. The notice will state the

reason for refusing to register the pet and will inform the family of their right to appeal the decision in accordance with the Authority's grievance procedures.

11.4.4 DEFINITION OF "COMMON HOUSEHOLD PET"

Common household pet means a domesticated animal, such as a dog, cat, bird, or fish that is traditionally recognized as a companion animal and is kept in the home for pleasure rather than commercial purposes.

The following animals are not considered common household pets:

- Reptiles
- Rodents
- Insects
- Arachnids
- Wild animals or feral animals
- Pot-bellied pigs
- Animals used for commercial breeding

11.4.5 PET MANAGEMENT PLAN

1. Limit one cat, dog, twenty (20) gallon fish tank, or birdcage per Pet Permit. Residents are limited to one dog or cat per household. The dog will not weigh more than thirty (30) pounds. Any dog for which a pet permit has been issued by the Authority prior to the effective date of this policy will be grandfathered and will be exempt from the thirty (30) pound weight limit, provided that the resident complies will all other requirements of this Pet Policy.

2. City ordinances 93-2, 93-20, 93-15, and 93-16 must be followed by all residents.

3. Pets shall not wonder unattended or without restraint (leash) in common areas of the building or on the grounds as specified (93-20).

4. Residents acknowledge responsibility for the cleanliness of and removal of pet waste (93-16) from the building daily by:

a) Placing cat litter into bags and into the chute.

b) The resident pet owner must prevent the pet from damaging property (within the apartment, common areas, grounds, or personal property of others), and assume all liability regardless of fault in cases where said pet contributes to or causes property damage or personal damage.

c) Residents agree to manage pets in such a way that it does not contribute to complaints from other residents regarding behavior and activities of said pet.

11.4.6 INSPECTION OF APARTMENT

Residents agree as a condition of accepting the Pet Permit that resident apartment will be available for inspection of compliance of Pet Policy at any time during the working hours on thirty (30) minutes notice.

11.4.7 PETITION OF REMOVAL

Upon petition by two (2) or more neighboring residents alleging serious complaints against the pet owner for noncompliance with Pet Policy, the resident agrees to hearing on said infraction by the Resident Review Board. Compliance with the hearing determination shall commence immediately; in removal determination, removal of the pet from the residence shall be accompanied with 72 hours. Appeals will be handled by the Executive Director.

11.4.8 DAMAGES

Damages caused by the pet, as determined by inspection, shall be repaired/replaced by management at full repair/replacement cost at the time of discovery of the damage. Residents will be billed for full repair costs at the time of repair.

11.4.9 REVOCATION OF PET PERMIT

Revocation of Pet Permit may occur upon the following conditions:

1. Upon the death of a pet
2. Upon permanent removal of the pet from the development due to infractions outlined in the Pet Policy.

11.4.10 NOTICE FOR PET REMOVAL

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

The notice will contain:

- A brief statement of the factual basis for the Authority's determination of the pet rule that has been violated
- The requirement that the resident /pet owner must remove the pet within 30 calendar days of the notice
- A statement that failure to remove the pet may result in the initiation of termination of tenancy procedures

11.4.11 TERMINATION OF TENANCY

The Authority 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 a pet rule violation within the time period specified.
- The pet rule violation is sufficient to begin procedures to terminate the tenancy under terms of the lease.

11.4.12 REMOVAL OF PET

The resident shall be responsible for arranging for burial or other disposal off the premise of a pet in the event of the death of the pet.

11.4.13 ALTERATIONS TO UNIT

Pet owners shall not alter their unit, patio, premises, or common areas to create an enclosure for any animal.

The installation of pet doors is prohibited.

11.4.14 RESPONSIBLE PARTIES

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

A resident who cares for another resident's pet must notify the Authority and sign a statement that they agree to abide by all of the pet rules.

11.4.15 PETS TEMPORARILY ON THE PREMISES

Pets that are not owned by a resident are not allowed on the premises. Residents are prohibited from feeding or harboring stray animals.

This rule does not apply to visiting pet programs sponsored by a humane society or other non-profit organizations, and approved by the Authority.

11.4.16 EMERGENCIES

The Authority will take all necessary steps to ensure that pets that become vicious, display symptoms of severe illness, or demonstrate behavior that constitutes an immediate threat to the health or safety of others, are immediately removed from the premises by referring the situation to the appropriate state or local entity authorized to remove such animals.

If it is necessary for the Authority to place the pet in a shelter facility, the cost will be the responsibility of the pet owner. If the pet is removed as a result of any aggressive act on the part of the pet, the pet will not be allowed back.