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PET POLICY AND AGREEMENT

Service Animals

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 HACPFC approve, a reasonable accommodation in accordance with the policies contained in Chapter 2 of the Admissions and Continued Occupancy Policy (ACOP).

Residents must care for service animals and assistance animals in a manner that complies with state and local laws, including anti-cruelty laws.

Residents must ensure that service animals and assistance animals do not pose a direct threat to the health or safety of others, or cause substantial physical damage to the development, dwelling unit, or property of other residents.

When a resident's care or handling of a service animal or assistance animal violates these policies, HACPFC will consider whether the violation could be reduced or eliminated by a reasonable accommodation. If HACPFC determines that no such accommodation can be made, HACPFC may withdraw the approval of a particular service or assistance animal.

Registration of Pets

Pets must be registered with HACPFC **before** they are brought onto the premises.

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 registration requirements.**

Refusal to Register Pets

HACPFC will refuse to register a pet if:

The pet is not *a common household pet* as defined 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.

HACPFC 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 HACPFC refuses to register a pet, a written notification will be sent to the pet owner within 10 business days of HACPFC'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 HACPFC's grievance procedures.

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

Pet Agreement

Residents who have been approved to have a pet must enter into a pet agreement with HACPFC, or the approval of the pet will be withdrawn.

The pet agreement is the resident's certification that he or she has received a copy of HACPFC's pet policy and applicable house rules, that he or she has read the policies and/or rules, understands them, and agrees to comply with them.

The resident further certifies by signing the pet agreement that he or she understands that noncompliance with HACPFC's pet policy and applicable house rules may result in the withdrawal of HACPFC approval of the pet, or termination of tenancy.

Pet Restrictions

The following animals are not permitted:

Any animal whose adult weight will exceed 25 pounds.

Dogs of the pit bull, rottweiler, chow, or boxer breeds.

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

Any animal not permitted under state or local law or code.

Number of Pets

Residents may own a maximum of 2 pets, only 1 of which may be a dog.

In the case of fish, residents may keep no more than can be maintained in a safe and healthy manner in a tank holding up to 10 gallons. Such a tank or aquarium will be counted as 1 pet.

Other Requirements

Dogs and cats must be spayed or neutered at the time of registration or, in the case of underage animals, within 30 days of the pet reaching 6 months of age. Exceptions may be made upon veterinary certification that subjecting this particular pet to the procedure would be temporarily or permanently medically unsafe or unnecessary.

Pets must be licensed in accordance with state or local law. Residents must provide proof of licensing at the time of registration and annually, in conjunction with the resident's annual reexamination.

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. They must be under the control of the resident or other responsible individual at all times.

Pets other than dogs or cats must be kept in a cage or carrier when outside of the unit.

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.

Pet owners are not permitted to exercise pets or permit pets to deposit waste on project premises outside of the areas designated for such purposes.

With the exception of common areas as described in the previous policy, HACPFC has not designated any buildings, floors of buildings, or sections of buildings as no-pet areas.

In addition, HACPFC has not designated any buildings, floors of buildings, or sections of buildings for residency of pet-owning tenants.

Cleanliness

The pet owner shall be responsible for the removal of waste from any area by placing it in a sealed plastic bag and disposing of it in a container provided by HACPFC.

The 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.

Litter box requirements:

Pet owners must promptly dispose of waste from litter boxes and must maintain litter boxes in a sanitary manner.

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

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

Alterations to Unit

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.

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.

Pet Care

Each pet owner shall be responsible for adequate care, nutrition, exercise and medical attention for his/her pet.

Each pet owner shall be responsible for appropriately training and caring for his/her pet to ensure that the pet is not a nuisance or danger to other residents and does not damage HACPFC property.

No animals may be tethered or chained inside or outside the dwelling unit at any time.

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 HACPFC and sign a statement that they agree to abide by all of the pet rules.

Pets Temporarily on the Premises

Pets that are not owned by a tenant 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 HACPFC.

Pet Rule Violations

All complaints of cruelty and all dog bites will be referred to animal control or an applicable agency for investigation and enforcement.

If a determination is made on objective facts supported by written statements, that a resident/pet owner has violated the pet rules, written notice will be served.

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

That the pet owner has 10 business days from the effective date of the service of notice to correct the violation or make written request for a meeting to discuss the violation

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

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

Notice for Pet Removal

If the pet owner and HACPFC 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 HACPFC, HACPFC may serve notice to remove the pet.

The notice will contain:

A brief statement of the factual basis for HACPFC'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.

Pet Removal

If the death or incapacity of the pet owner threatens the health or safety of the pet, or other factors occur that render the owner unable to care for the pet, the situation will be reported to the responsible party designated by the pet owner.

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

Termination of Tenancy

HACPFPC 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 tenancy under terms of the lease.

Emergencies

HACPFPC 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 HACPFPC 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 on the premises.

Deposits

Pet owners are required to pay a pet deposit in addition to any other required deposits. The amount of the deposit is \$250 (of which \$150 is a non-refundable fee), and must be paid in full before the pet is brought on the premises.

HACPFPC will provide the resident with a written list of any charges against the pet deposit within 21 business days of the move-out inspection. If the resident disagrees with the amount charged to the pet deposit, HACPFPC will provide a meeting to discuss the charges.

HACPFPC will refund the pet deposit to the resident, less the costs of any damages caused by the pet to the dwelling unit, within 21 days of move-out or removal of the pet from the unit.

All reasonable expenses incurred by HACPFPC as a result of damages directly attributable to the presence of the pet in the dwelling unit will be the responsibility of the resident, including:

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

- Fumigation of the dwelling unit

- Repairs to common areas of the project

The expense of flea elimination shall also be the responsibility of the resident.

If the resident is in occupancy when such costs occur, the resident shall be billed for such costs in accordance with the policies in Section 8-I.G, Maintenance and Damage Charges. Pet deposits will not be applied to the costs of pet-related damages during occupancy.

The resident will be billed for any amount that exceeds the pet deposit.

Charges for pet-related damage are not part of rent payable by the resident.

Pet Waste Removal Charge

A separate pet waste removal charge of \$10.00 per occurrence will be assessed against pet owners who fail to remove pet waste in accordance with this policy.

Notices of pet waste removal charges will be in accordance with requirements regarding notices of adverse action. Charges are due and payable 14 calendar days after billing. If the family requests a grievance hearing within the required timeframe, HACPFPC may not take action for nonpayment of the charge until the conclusion of the grievance process.

Charges for pet waste removal are not part of rent payable by the resident.

Payment of Deposit

Pet owners are required to pay a pet deposit of \$250 (of which \$150 is non-refundable) in addition to any other required deposits. The deposit must be paid in full before the pet is brought on the premises.

The pet deposit is not part of rent payable by the resident.

Refund of Deposit

HACPFPC will refund the pet deposit to the resident, less the costs of any damages caused by the pet to the dwelling unit, within 21 days of move-out or removal of the pet from the unit.

The resident will be billed for any amount that exceeds the pet deposit.

HACPFPC will provide the resident with a written list of any charges against the pet deposit within 21 business days of the move-out inspection. If the resident disagrees with the amount charged to the pet deposit, HACPFPC will provide a meeting to discuss the charges.

\$150 of the \$250 pet deposit is non-refundable.

Pet-Related Damages During Occupancy

All reasonable expenses incurred by HACPFC as a result of damages directly attributable to the presence of the pet in the dwelling unit will be the responsibility of the resident, including:

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

Fumigation of the dwelling unit

Repairs to common areas of the project

The expense of flea elimination shall also be the responsibility of the resident.

If the resident is in occupancy when such costs occur, the resident shall be billed for such costs in accordance with the policies in Section 8-I.G, Maintenance and Damage Charges. Pet deposits will not be applied to the costs of pet-related damages during occupancy.

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PET POLICY AGREEMENT

By signing this Pet Policy Agreement **I / we** agree to adhere to the guidelines in the Pet Policy for responsible pet ownership. **I / We** also understand that any violation of the Pet Policy may result in our pet(s) removal from the unit and may jeopardize **my / our** tenancy with the Housing Authority of the City of Pasco and Franklin County (HACPFC).

Tenant's Name

Tenant's Signature

Tenant's Name

Tenant's Signature

HACPFC Representative

Date

_____ Name of Pet	_____ Type of Pet
_____ Breed of Pet	_____ Color of Pet
_____ License/Registration Number	_____ Spay/Neuter date
_____ Name of Pet	_____ Type of Pet
_____ Breed of Pet	_____ Color of Pet
_____ License/Registration Number	_____ Spay/Neuter date
_____ Alternate Responsible Party's Name	_____ Alternate Responsible Party's Phone number
_____ Alternate Responsible Party's Name	_____ Alternate Responsible Party's Phone number
<input type="checkbox"/> Photo(s) of Pet(s)	<input type="checkbox"/> Spay/Neuter Certificate(s)
<input type="checkbox"/>	<input type="checkbox"/> Vaccine Record(s)

