



Pet Ownership Policy (Resolution #18-09)

Section 526 of the Quality Housing and Work Responsibility Act of 1998 added a new Section 31 (Pet Ownership in Public Housing) to the United States Housing Act of 1937. Section 31 establishes pet ownership requirements for residents of public housing other than federally assisted rental housing for the elderly or persons with disabilities. In brief, this section states that a resident of a dwelling unit in public housing may own one (1) or more common household pets or have such pets present in the dwelling unit. Allowance of pets is subject to reasonable requirements of the public housing authority.

Section 31 does not alter, in any way, the regulations applicable to federally assisted housing for the elderly and persons with disabilities found in section 227 of the Housing and Urban-Rural Recovery Act of 1983 and located in 24 CFR part 5, subpart C.

New Section 960.705 of 24 CFR clarifies that the regulations added in Section 31 *do not apply to service animals* that assist persons with disabilities. This exclusion applies to both *service animals* that reside in public housing and *service animals* that visit PHA developments. Nothing in this rule limits or impairs the rights of persons with disabilities, authorizes PHAs to limit or impair the rights of persons with disabilities, or affects any authority PHAs may have to regulate *service animals* that assist persons with disabilities.

The White Plains Housing Authority (WPHA) will notify new residents of this right and provide them with a copy of this policy. In order to obtain WPHA approval to own and keep a pet on WPHA property, prospective pet owners must comply with and agree to the following:

1. The terms *Tenant of Record* and *Resident* both refer to the leaseholder and are interchangeable for the purpose of this policy. WPHA shall consider the *Tenant of Record/Resident* as the pet owner. The pet owner will be responsible for any pet in his or her unit.
2. Only *common household pets* are permitted. The maximum number of pets permitted per apartment is two (2).
3. *Common household pet* means a domesticated dog, cat, bird; a small animal such as a gerbil, hamster, and guinea pig, etc.; or fish in an aquarium. Large reptiles such as snakes and iguanas; large rodents or other large animals are prohibited. No *wild* animals, birds or fish are allowed. No *exotic* or unusual pets are allowed.
4. SMALL BREED DOGS ONLY, with maximum full-grown weight of twenty five (25) pounds

and a maximum full-grown height of fifteen (15) inches. *Such limitations do not apply to Assistance or Service Animals. However, certifications or a doctor's note will be required for these animals.*

5. No resident shall keep a vicious or intimidating pet on the premises. Specifically, prohibited dogs (either full breed or mixed) include: **Doberman Pinscher, Pit Bull and Rottweiler**. If WPHA deems a pet to be vicious or intimidating and a pet owner declines, delays or refuses to remove the animal from the premises, WPHA shall do so or arrange to do so in order to safeguard the health, safety and welfare of other WPHA residents. *Such limitations do not apply to Assistance or Service Animals. However, certifications or a doctor's note will be required for these animals.*
 6. WPHA suggests that all pet owners carry **pet liability insurance for renters**.
 7. Dog owners must license their dog with the City of White Plains (documentation required).
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8. Dog and cat owners must provide proof of current rabies vaccinations (documentation required).
 9. Dog and cat owners shall provide proof of spray/neuter for all animals over 6 month old (documentation required). Exceptions to the spray/neuter requirement shall be granted only upon a certification from a veterinarian that permanent harm may result from this procedure due to the pet's age or illness.
 10. All pets shall be housed inside the pet owner's unit. Any pet other than a dog or cat must be caged.
 11. No resident shall alter their unit or the surrounding premises to create a space, hole, container, enclosure, or other accommodation for any pet.
 12. **DOGS MUST BE LEASHED** when outside of their owner's unit. All pets must be confined (leashed, crated, caged) when taken out of their owner's unit for any purpose.
 13. **DOGS MUST BE CONFINED, CRATED OR CAGED** when WPHA staff enters a unit for scheduled or requested maintenance repairs.
 14. **CURB YOUR DOG**: Dog owners shall remove and properly dispose of dog feces.

15. No resident shall keep, raise, train, breed, or maintain any animal or pet in any WPHA unit for commercial purposes.
16. No pet owner shall keep a pet in violation of State or local health or humane laws or ordinances. Failure to comply with State or local health or humane laws will result in WPHA contacting the proper local authorities. WPHA shall accept no responsibility for the pet under such circumstances.
17. No pet owner shall permit their pet to disturb, interfere, or diminish the peaceful enjoyment of WPHA premises, their neighbors or other residents. The terms "disturb, interfere or diminish" shall include but not be limited to barking, howling, chirping, chasing, biting, scratching, or any other behavior or activity of disturbing nature. If the pet owner declines, delays, refuses or is unable to correct such behavior or activity, they will be required to remove such pet from WPHA property. If the pet owner declines, delays or refuses to remove such pet from WPHA property, WPHA shall do so or arrange to do so. Eviction may result.
18. All pet owners shall take precautions and measures necessary to eliminate pet odors within and around their unit and shall maintain their unit in a sanitary condition at all times, as determined by WPHA.
19. Damage to WPHA property resulting from keeping any pet is prohibited. Upon such determination by WPHA, the resident is required to remove the pet from WPHA property permanently. If the pet owner declines, delays or refuses to remove such pet from WPHA property, eviction may result.
20. Costs to repair any damage (including cleaning fees) to WPHA property resulting from keeping any pet shall be the financial responsibility of the pet owner. Failure of the pet owner to pay for said repairs will be grounds for eviction.
21. WPHA staff shall enter any dwelling unit where a pet has been left unattended for more than twenty-four (24) hours, remove the pet with the assistance of the proper local authorities, subject to any provisions of State or local law or ordinances in this regard. WPHA shall accept no responsibility for the pet under such circumstances.
22. All residents are prohibited from feeding, housing or caring for stray animals or birds. All pets must be registered with WPHA.

23. Other than certified service animals, no pet or animal is permitted to VISIT on any WPHA property under any circumstances. If an animal is not a resident's registered pet, it should not be on WPHA property at any time.
24. Each pet owner shall identify an alternate custodian for his or her pet. If the pet owner is ill or absent from the dwelling unit and unable to care for his or her pet, the alternate custodian shall assume responsibility for the care and keeping of the pet, including, if necessary, the removal of such pet from WPHA property.
25. Should any pet housed in WPHA's units gives birth, the pet owner shall remove from WPHA premises all pets-except one-as soon as the offspring are able to survive on their own (a maximum of 10 weeks).
26. Any WPHA resident who is in compliance with the requirements set forth in this policy, may apply to become a registered pet owner by submitting a completed Pet Registration form (available at WPHA management office) and all the required documentation listed on the Pet Registration form.
27. There is no fee to register a pet. However, when registering a dog, cat or aquarium (10 gallons or more) there is a **\$200 fee**. A one-time non-refundable Pet Ownership Fee of **\$100** and a security deposit of **\$100 (per pet)** is required and must be paid at time of registration. ***Such limitations do not apply to Assistance or Service Animals. However, certifications or a doctor's note will be required for these animals***
 - a. Pet registration forms will not be approved if the required deposit is not paid.
 - b. Pet registration forms will not be approved if all required forms, documents, and or verifications are not submitted to WPHA.
 - c. No resident shall be considered a registered pet owner until and unless their Pet Registration form has been approved by WPHA.
 - d. Any resident who breaches, violates or fails to comply with this policy will be subject to eviction.