



# **Multifamily RAD PBRA Pet/Animal Rules**

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### **INTRODUCTION**

Lake Metropolitan Housing Authority (Lake MHA) has established these Pet/Animal Rules to ensure the community is maintained in a decent, safe, and sanitary manner and that all residents are allowed to live in peace and quiet comfort. These rules are considered part of Lake MHA's Multifamily RAD PBRA House Rules, which is an attachment to the lease. These rules are applicable to all residents especially residents who have submitted a request to house a pet/animal. Please see Attachment A for information about assistance animals (service animals, companion animals, therapy animals, and emotional support animals).

**All animals must be approved and registered before being allowed to live in a Lake MHA unit.**

**Any animal, including those that do not meet the limitations of these rules, already residing on Lake MHA property prior to the initial effective date of these rules will be grandfathered in, assuming the animal is properly registered and approved. Any animal not properly registered and approved on the initial effective date of the rules will have thirty (30) days from that date to become registered, subject to the approval requirements of these rules.**

### **PET LIMITATIONS**

Pets are limited to common household pets: a domesticated animal such as a dog, cat, small bird, rodent, fish, or turtle that is traditionally kept in the home for pleasure rather than for commercial purposes. The following pet standards apply:

1. Each resident household is allowed a maximum of two pets, only one of which may be a dog.
2. Female cats, dogs, and rabbits over six months of age must be spayed.
3. Male cats, dogs, and rabbits over six months of age must be neutered.

*Note: If the animal's age, health, or other physical circumstances make the neutering/spaying procedure potentially hazardous to the animal's health, then written verification from a licensed Veterinarian of the animal's physical condition must be provided before any registration will be approved.*

4. If a pet produces offspring, the resident will be responsible for maintaining compliance with the pet limitations.
5. Aquariums will be limited to a total tank capacity of 15 gallons with the number of individual tanks being limited to one per household.
6. Birds of Prey are not permitted.
7. Reptiles (except turtles) are not permitted.
8. Spiders and other exotic pets are not permitted.
9. Birds and rodents must be kept in a cage and turtles must be kept in an appropriate container.

### **ANIMALS NOT OWNED BY THE RESIDENT**

Residents may only house their own animals in compliance with these rules. Animal care or services may not be provided in any unit or in any property common areas for animals not registered as pets or assistance animals.



### **REGISTRATION**

All resident households must receive approval from Lake MHA **before** allowing a pet to live in the unit. Each resident household must register the pet **before** it is brought to live on the property and must update the registration at least annually during the annual recertification process.

The registration must include:

1. A certificate (“wellness record”) signed by a licensed veterinarian, or a state or local authority empowered to inoculate animals (or designated agent of such an authority) stating that the animal has received all inoculations required by applicable state and local law;
2. Information sufficient to identify the animal; and
3. The name, address, and phone number of one or more responsible party who will care for the animal if the resident dies, or is hospitalized, incapacitated, incarcerated, or otherwise unable to care for the animal.

Lake MHA may refuse to approve a registration request if:

1. The resident fails to provide complete registration information.
2. The animal does not meet the restrictions described in these rules.
3. Lake MHA has documented information that indicates, based on a resident’s habits and practices, that the resident household will be unable to keep the animal in compliance with the rules or/and other lease obligations.
4. The animal poses a threat to the health or safety of other residents, guests, service providers, property staff, etc.
5. The animal would interfere with other residents’ peaceful enjoyment of the property.
6. The animal’s presence would change the nature of the program or cause an undue financial and administrative burden.
7. Any member of the resident household has a history of animal neglect or abuse.
8. The animal is registered on any state, city, or county dangerous animal list (this is not a breed restriction but is a limit on a particular animal with a history of dangerous/violent behavior). Lake MHA will not approve any animal that is subject to registration or other rules related to dangerous animals.

Lake MHA considers the behavior of specific animals when approving or denying registration requests. Lake MHA will notify the resident in writing, within ten (10) business days of receiving all required information, if it intends to approve or deny a pet registration request. A notice refusing to register a pet will state the basis for the action and the resident’s right to appeal the decision in accordance with Lake MHA’s grievance process.

Residents approved to have a pet must certify that they received a copy of these rules, read it, understand it, and agree to comply with it. Residents further certify by signing these rules that they understand that noncompliance may result in the withdrawal of the approval of the pet or termination of tenancy.



### **PET DEPOSITS (DOES NOT APPLY TO ASSISTANCE ANIMALS)**

Residents who keep cats or dogs as pets or maintain aquariums in their units are required to pay a refundable pet deposit. This deposit is in addition to any other financial obligation generally imposed on residents of the property.

The pet deposit is **\$250.00 per unit**. A **\$50.00** initial pet deposit is required at the time the pet is brought on to the premises. The resident will be required to pay the remaining balance in increments of **\$10.00 per month** until the **\$250.00 pet deposit** is reached. Residents are allowed to pay the entire pet deposit in increments greater than those described above if they choose to do so.

Lake MHA will use the pet deposit to pay reasonable expenses directly attributable to the presence of the pet in the unit or on the property. Such expenses include, but are not limited to, the cost of repairs and replacement to the unit, fumigation of the unit, repair or cleaning in common areas, and the cost of animal care facilities.

Lake MHA will provide the resident with a written list of any charges against the pet deposit within thirty (30) days of the move-out inspection. If the resident disagrees with the amount charged to the pet deposit, Lake MHA will provide a meeting to discuss the charges. The resident will be billed for any amount that exceeds the pet deposit, with charges due within thirty (30) days of the invoice/charge. Lake MHA will return the unused portion of a pet deposit to the resident within thirty (30) days after the resident moves from the property or no longer owns or keeps a household pet in the unit.

### **PET DEPOSITS AND UNIT TRANSFERS**

If all members of a resident household transfer to another apartment within this community, the original unit will be assessed for damages caused by the pet. The pet deposit will be reduced by damage charges and the resident household will be required to obtain a pet deposit balance of **\$250.00** for the new unit. The resident household will be allowed to pay the new pet deposit in **\$10.00** monthly payments until the **\$250.00 pet deposit** balance is reached.

### **PET DEPOSITS AND HOUSEHOLD SPLITS**

If some members of a resident household transfer to another apartment within this community, and the pet moves to the new unit, the original unit will be assessed for damages caused by the pet. The pet deposit will be reduced by damage charges and the balance will be transferred to the new unit with the pet. The resident household will be required to obtain a pet deposit balance of **\$250.00** for the new unit. The resident household will be allowed to pay the new pet deposit in **\$10.00** monthly payments until the **\$250.00 pet deposit** balance is reached.

### **RESPONSIBILITIES OF PERSONS WITH PETS**

Care and supervision of the pet is the responsibility of the resident/animal owner.

### **HEALTH, VETERINARY CARE, AND INOCULATIONS**

For dogs, cats, and other animals as appropriate, residents will be required to provide a current "Animal Health Record" provided by a licensed veterinarian.

Residents will be required to provide a current "Animal Health Record" at least annually. Residents must have record of inoculation in accordance with state and local laws.

As appropriate, pets must have current vaccination against rabies and wear a rabies vaccination tag. If it is discovered that the pet does not have proper vaccinations, the resident will have ten (10) business days to remedy the situation or remove the pet from the unit.



## Pet/Animal Rules

### LICENSING

The City of Painesville requires all dogs more than three months of age, except as provided in Ohio R.C. 955.111 and Ohio R.C. 955.16, to be registered annually with the Lake County Auditor. All such dogs must wear their registration tags.

### SANITARY STANDARDS

Dogs must be housebroken. Cats must be housebroken or must use a litter box.

Residents must not allow their pets to deposit waste on Lake MHA property outside of designated areas. Any instances where urine and/or feces are deposited in other areas will be considered damage to the property.

Residents may not use standard garbage cans near entry doors to dispose of animal waste. Residents must remove and properly dispose of all removable animal waste.

In the case of cats and other pets using litter boxes, Lake MHA requires residents to maintain litter boxes in a decent, safe, and sanitary manner. If an animal is caged or crated, that cage or crate must be kept in a decent, safe, and sanitary manner and must be of the appropriate size for the animal. Aquariums must be kept in good condition and must be cleaned based on manufacturer recommendations.

The resident household will be charged a waste removal penalty of up to \$5 per occurrence for failure to comply with rules regarding sanitary standards.

Residents who fail to properly clean up and dispose of the pet's waste may be required to remove the pet from the property. If the presence of the pet or actions of the resident cause unsanitary conditions in the unit or in any public or common area, the animal may be removed from the property.

### AREAS OFF LIMITS TO ANIMALS

Lake MHA may prohibit pets in certain locations due to health and safety restrictions. 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. Other restricted areas may include, but are not limited to, the following areas: food preparation areas, custodial closets, boiler rooms, facility equipment rooms, areas where protective clothing is necessary, and rooms with heavy machinery. Exceptions to this rule may be granted on a case-by-case basis by contacting Lake MHA.

### UNATTENDED OR ABANDONED ANIMALS

Dogs may not be left unattended in a unit for more than a twenty-four (24) hour period. The resident must arrange for someone to care for the dog and ensure that the dog does not defecate or urinate in the unit, on balconies, or in public or common areas during that time. Dogs must be boarded off the premises when the resident is absent for a period longer than twenty-four (24) hours.

Cats, rodents, birds, and turtles may not be left unattended in an apartment for more than a seventy-two (72) hour period. The resident must arrange for someone to care for the pet and ensure that the unit is maintained in a decent, safe and sanitary manner during that time. Cats and birds will be required to be boarded off the premises when the resident is absent for a period longer than seventy-two (72) hours.

Pets may be attended to in the resident's unit by another person when prior approval has been provided by Lake MHA. Lake MHA **will not** be responsible for providing access to the unit for this purpose.

Pets unattended for longer than the above permitted times will be considered abandoned and will be removed from the property and provided to either the documented alternative guardian listed in the pet's registration or to local animal control. Lake MHA is not responsible for the care or return of the pet.



## Pet/Animal Rules

### DAMAGES

Residents are responsible for any damage caused by their pets. Costs to repair damages may be assessed at any time and are due within thirty (30) days of invoice/charge.

### POOR HEALTH, NEGLECT, ABANDONMENT, CRUELTY, ABUSE, AND/OR GAMING

Pets that are ill or in poor health must not be taken into common or public areas. If a pet appears to be neglected, abandoned, treated cruelly, or abused, animal control or law enforcement may be contacted, as appropriate, to investigate. Animals involved in gaming (cockfighting, dogfights, etc.) are victims of abuse. Animal control or law enforcement may be contacted, as appropriate, to investigate any suspected gaming.

### DEATH, INCARCERATION, HOSPITALIZATION, OR ABANDONMENT OF UNIT BY SOLE HOUSEHOLD MEMBER

If Lake MHA discovers that a sole household member has died, been incarcerated, been hospitalized or abandoned the unit, the pet will be removed from the property and will be provided to the alternative guardian listed in the registration. If the alternative guardian cannot assume immediate responsibility for the pet, the pet will be placed in the care of a local animal control organization. Lake MHA is not responsible for the care or return of the pet.

### ANIMAL RESTRAINTS/BEHAVIOR

All pets must be under the control of a responsible individual while in public and common areas of the property. Unattended pets will not be allowed outside the unit at any time. Pets must be caged or on a leash, if appropriate for the pet, unless the pet is within the confines of the resident's unit. Pets allowed outside of a unit without proper supervision or restraints will be removed from the property and will not be allowed to return.

Pets are not permitted to be "penned" or "caged" on balconies or patios during the night or while the resident is away from the unit. No screening, fencing, etc., may be added to any balcony/patio area or to the property grounds. Pets may not be leashed or tied to any interior or exterior building fixture at any time.

Pets must not be allowed to make noise that would disturb other residents or jump on, impede, or otherwise limit use of the property by any resident, property staff, or guest. The resident agrees to immediately remove the pet if its behavior is unruly or disruptive (e.g., barking, growling, biting, or unsupervised roaming). Pets may not prevent other residents from living in peace and quiet comfort.

No animal that demonstrates aggressive behavior towards humans or other animals may be kept on Lake MHA property. No animal classified as dangerous, vicious, potentially dangerous, a nuisance, or listed on a "dangerous animal," or other similar registry, may be kept on the premises. Any instance of a dog or other animal biting a person on Lake MHA property will be reported to the Lake County Health Commissioner, animal control, or law enforcement, as appropriate.





### **PROCEDURES FOR RULE VIOLATIONS & REMOVAL OF ANIMALS**

#### RULE VIOLATIONS

If a resident has violated a pet/animal rule included in these rules, Lake MHA will serve a written notice of the violation to the applicable resident household. The notice will contain:

1. A description of the pet/animal rule(s) alleged to be violated; and
2. A brief factual statement of how the pet/animal violation was determined.

Residents will have ten (10) business days from the date of the notice to correct the alleged violation or submit a written request for a meeting to discuss it. The meeting must take place no later than fifteen (15) business days from the date of the notice, unless Lake MHA agrees to a later date. If a meeting is scheduled, residents may be accompanied by a person of their choosing at the meeting.

As a result of the meeting, Lake MHA may give the resident additional time to correct the violation or may issue a notice for removal. A resident'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 terminate the resident's tenancy.

#### REMOVAL OF ANIMALS

Lake MHA may remove any animal from its properties if:

1. The animal is out of control and the animal's handler does not take effective action to control it;
2. The animal is not housebroken;
3. The animal's behavior poses a direct threat to the health and safety of people or other animals;
4. The resident and Lake MHA are unable to resolve a rule violation; or
5. It is determined that the resident has failed to correct a rule violation.

The notice for removal will contain:

1. A brief statement of the factual basis for the determination that a pet/animal rule has been violated.
2. The requirement that the resident must remove the animal within fifteen (15) calendar days of the notice.
3. A statement that failure to remove the animal may initiate termination of tenancy procedures.
4. A statement that the resident has the right to appeal the decision in accordance with Lake MHA's grievance process. If the resident has timely requested a hearing, the removal will be considered temporary until the final hearing decision is made.

If the resident fails to remove the animal in accordance with the notice, Lake MHA has the right terminate tenancy.

#### TERMINATION OF A RESIDENT'S TENANCY

Lake MHA may initiate termination of tenancy procedures at any time in accordance with HUD requirements and/or the provision of the resident's lease. Lake MHA will not initiate procedures to terminate a resident's tenancy based on a pet/animal rule violation, unless:

1. The resident has failed to remove the animal or correct a pet/animal rule violation within the applicable time period; and
2. The pet/animal rule violation is sufficient to begin procedures to terminate the resident's tenancy under the terms of the lease and applicable regulations.



### **ATTACHMENT A: ASSISTANCE ANIMALS**

For the purposes of these rules, service animals, companion animals, therapy animals, and emotional support animals will be referred to as **assistance animals**.

In accordance with the Fair Housing Act (FHA), Section 504 of the Rehabilitation Act of 1973 (S504), and the Americans with Disabilities Act of 1990 (ADA), Lake MHA seeks to accommodate persons with disabilities who require an assistance animal. Under the FHA, S504, the ADA, and comparable state laws, assistance animals may be allowed to accompany individuals in housing as a reasonable accommodation if the person requesting the accommodation has a disability or said person is making the request on behalf of a person with a disability. Lake MHA has established the following rules to ensure that all residents understand their rights under the FHA, S504, and the ADA. In compliance with [HUD's Fair Housing and Equal Opportunity Notice 2020-01](#), Lake MHA strives to ensure residents understand how to make a request for an assistance animal and when and how Lake MHA will verify the request.

There are two types of assistance animals: (1) service animals, and (2) other trained or untrained animals that do work, perform tasks, provide assistance, or provide therapeutic emotional support for individuals with disabilities (therapy animal, emotional support animal, or companion animal).

Assistance animals are not pets. Rather, assistance animals live with a resident to alleviate the symptoms or side effects of a disability. Pet rules do not apply to assistance animals. However, Lake MHA must be sure lease provisions are honored and that the community is maintained in a decent, safe, and sanitary manner and that all residents are allowed to live in peace and quiet comfort. Lake MHA must balance the needs of the resident with the disability with the potential impact of animals on other residents. Therefore, residents, guests, and service providers should be aware that certain rules apply to all animals. The successful implementation of these rules require cooperation from all residents and staff.

### **REQUESTING AN ASSISTANCE ANIMAL AS A REASONABLE ACCOMMODATION**

A person requesting an assistance animal must provide Lake MHA with a request for a reasonable accommodation. Lake MHA is not required to provide a reasonable accommodation unless such accommodation is requested. It is preferred that the request is made in writing, but Lake MHA will accept the request in any equally effective format including a verbal request. Upon request, Lake MHA will provide the resident with a version of the Reasonable Accommodation Request Form. The resident is not required to use Lake MHA's form; however, the resident should make it clear there is a disability and the assistance animal is necessary to alleviate the symptoms or side-effects of the disability. A relationship must exist between the disability and the need for the assistance animal.

### **VERIFICATION OF THE NEED FOR AN ASSISTANCE ANIMAL**

Lake MHA will verify the disability and/or disability-related need in compliance with Lake MHA's Tenant Selection Plan and guidance provided by HUD and the Department of Justice. Verification may be completed using information and documentation provided by the resident and/or a medical professional.

**If the disability and the disability-related need for the animal is obvious or previously known**, Lake MHA will not require any additional verification and the request will be approved unless doing so will change the nature of the program or will cause undue financial and administrative burden.

**If the disability is known, but the need for the animal is not obvious or previously known**, Lake MHA will only request verification that the animal is providing a disability-related service or the presence of the animal offsets a symptom or side-effect of the person's disability.

**If the disability is not obvious or previously known and the need for the animal is not obvious or previously known**, Lake MHA will verify the presence of a disability and a disability-related need for an assistance animal.



Third-party verification must be obtained from an individual, identified by the resident, competent to make the determination. A doctor, other medical professional, peer support group, non-medical service agency, or other reliable third-party, in a position to know the individual's disability, may provide verification.

Lake MHA will only request information necessary to evaluate the disability-related need for accommodation and will not inquire about the nature or extent of any disability. Medical records will not be accepted or retained.

Additionally, if the animal **is not** a dog, cat, small bird, rabbit, hamster, gerbil, other rodent, fish, turtle, or other small, domesticated animal that is traditionally kept in the home for pleasure, verifiers may be asked to provide:

1. The date of the last consultation with the patient;
2. Any unique circumstances justifying the need for the particular animal or particular type of animal; and
3. Whether the verifier has reliable information about this specific animal or whether they specifically recommended this type of animal.

### INTERNET VERIFICATION

Some websites sell certificates, registrations, and licensing documents for assistance animals to anyone who answers certain questions or participates in a short interview and pays a fee. This documentation is not, by itself, sufficient to reliably establish an individual has a non-observable disability or disability-related need for an assistance animal. Lake MHA will only accept web-generated verifications from medical professionals that are familiar with the resident's disability and disability-related need for an assistance animal.

### APPROVAL OF REQUEST FOR AN ASSISTANCE ANIMAL

Requests for accommodations are assessed on a case-by-case basis. Before deciding whether to approve the request, Lake MHA may enter discussions with the resident, request more information, or require the resident to sign a consent form to verify the need for the requested accommodation.

Lake MHA will approve a request for an accommodation if the following three conditions are met:

1. The request was made by or on behalf of a person with a disability;
2. There is a disability-related need for the accommodation; and
3. The requested accommodation is reasonable, meaning it would not impose an undue financial and administrative burden on Lake MHA, or fundamentally alter the nature of Lake MHA's operations.

The determination of undue financial and administrative burden is made on a case-by-case basis involving various factors, such as the overall size of Lake MHA's program, type of facilities, size of budget, type of operations, composition and structure of workforce, the nature and cost of the requested accommodation, and the availability of alternative accommodations that effectively meet the resident's disability-related needs.

### NOTIFICATION

If Lake MHA approves the request for an assistance animal, Lake MHA will notify the resident of the decision in writing within ten (10) business days of receiving the request and any required documentation. If not yet completed, the assistance animal must be registered within ten (10) business days of the date of the approval.



If Lake MHA denies a request for an assistance animal because there is no relationship or nexus found between the disability and the need for an assistance animal, Lake MHA will notify the resident of the decision in writing and within ten (10) business days of receiving the request and any required documentation. The notice will inform the resident household of the right to appeal the decision.

If Lake MHA finds a request for an assistance animal to be unreasonable, Lake MHA will discuss with the resident whether an alternative accommodation could effectively address the disability-related need without a fundamental alteration to Lake MHA's program or imposing an undue financial and administrative burden. If the resident has failed to sufficiently identify a reasonable alternative accommodation, Lake MHA will notify the resident of the decision to deny the request in writing within ten (10) business days of the date of the most recent discussion or communication with the resident. The notice will inform the resident of the right to appeal the decision.

### APPEAL OF DENIAL OF REQUEST FOR ASSISTANCE ANIMAL

If the request for an assistance animal is denied, the resident has the right to request hearing in accordance with Lake MHA's grievance process.

### MEDICAL EXPENSE DEDUCTION

Assistance animals are not considered "pets" and can be treated as an auxiliary aid to offset one or more symptoms or side-effects of a disability. The expenses incurred for the cost and upkeep of the animal is considered a medical expense for those who qualify for such a deduction under Lake MHA's Multifamily RAD PBRA program. If a resident household qualifies as a disabled family or an elderly family, under HH 4350.3, then the household may provide documents necessary to verify the expenses for upkeep of the assistance animal.

### DEPOSITS & FEES

Residents with approved assistance animals will not be charged any special deposits or fees for that assistance animal. Residents are, however, responsible for paying for any damages caused by the assistance animal.

### ASSISTANCE ANIMAL REGISTRATION

Assistance animals should be approved and registered before it is allowed to live in the unit. In some cases, a resident with a disability may be required to request a reasonable accommodation (assistance animal) after bringing the animal to the unit. In these cases, the resident will have no more than thirty (30) days to request the reasonable accommodation and register the assistance animal. The resident must update the registration at least annually during the annual certification process.

The registration must include:

1. A certificate ("wellness record") signed by a licensed veterinarian, or a state or local authority empowered to inoculate animals (or designated agent of such an authority) stating that the animal has received all inoculations required by applicable state and local law;
2. Information sufficient to identify the animal; and
3. The name, address, and phone number of one or more responsible party who will care for the animal if the resident dies, or is hospitalized, incapacitated, incarcerated, or otherwise unable to care for the animal.

## Pet/Animal Rules

Lake MHA may refuse to approve a registration request if:

1. The resident fails to provide complete registration information.
2. The animal does not meet the restrictions described in these rules.
3. Lake MHA has documented information that indicates, based on a resident's habits and practices, that the resident household will be unable to keep the animal in compliance with the rules or/and other lease obligations.
4. The animal poses a threat to the health or safety of residents, guests, service providers, property staff, etc.
5. The animal would interfere with other residents' peaceful enjoyment of the property.
6. The animal's presence would change the nature of the program or cause an undue financial and administrative burden.
7. Any member of the resident household has a history of animal neglect or abuse.
8. The animal is registered on any state, city, or county dangerous animal list (this is not a breed restriction but is a limit on a particular animal with a history of dangerous/violent behavior). Lake MHA will not approve any animal that is subject to registration or other rules related to dangerous animals.

Lake MHA considers the behavior of specific animals, including assistance animals, when approving or denying registration requests. Lake MHA will notify the resident in writing, within ten (10) business days of receiving all required information, if it intends to approve or deny an assistance animal registration request. A notice refusing to register an assistance animal will state the basis for the action and the resident's right to appeal the decision in accordance with Lake MHA's grievance process. A request for appeal of the refusal to register an assistance animal must be completed in writing and received by Lake MHA within ten (10) business days of the date of the notice.

Residents approved to have an assistance animal must certify that they received a copy of these rules, read it, understand it, and agree to comply with it. Residents further certify, by signing these rules, that they understand that noncompliance may result in the withdrawal of the approval of the assistance animal or termination of tenancy.

### **RESPONSIBILITIES OF PERSONS WITH ASSISTANCE ANIMALS**

Care and supervision of the assistance animal is the responsibility of the resident.

#### **HEALTH, VETERINARY CARE, AND INOCULATIONS**

For dogs, cats, and other animals as appropriate, residents will be required to provide a current "Animal Health Record" provided by a licensed veterinarian.

Residents will be required to provide a current "Animal Health Record" at least annually. Residents must have record of inoculation in accordance with state and local laws.

As appropriate, assistance animals must have current vaccination against rabies and wear a rabies vaccination tag. If it is discovered that the assistance animal does not have proper vaccinations, the resident will have ten (10) business days to remedy the situation or remove the assistance animal from the unit.

#### **LICENSING**

The City of Painesville requires all dogs more than three months of age, except as provided in Ohio R.C. 955.111 and Ohio R.C. 955.16, to be registered annually with the Lake County Auditor. All such dogs must wear their registration tags.



## Pet/Animal Rules

### SANITARY STANDARDS

Dogs must be housebroken. Cats must be housebroken or must use a litter box.

Residents must not allow their assistance animals to deposit waste on Lake MHA property outside of designated areas. Any instances where urine and/or feces are deposited in other areas will be considered damage to the property.

Residents may not use standard garbage cans near entry doors to dispose of animal waste. Residents must remove and properly dispose of all removable animal waste.

In the case of cats and other assistance animals using litter boxes, Lake MHA requires residents to maintain litter boxes in a decent, safe, and sanitary manner. If an animal is caged or crated, that cage or crate must be kept in a decent, safe, and sanitary manner and must be of the appropriate size for the animal. Aquariums must be kept in good condition and must be cleaned based on manufacturer recommendations.

The resident household will be charged a waste removal penalty of up to \$5 per occurrence for failure to comply with rules regarding sanitary standards.

Residents who fail to properly clean up and dispose of the assistance animal's waste may be required to remove the assistance animal from the property. If the presence of the assistance animal or actions of the resident cause unsanitary conditions in the unit or in any public or common area, the animal may be removed from the property.

### AREAS OFF LIMITS TO ANIMALS

Lake MHA may prohibit assistance animals in certain locations due to health and safety restrictions. Restricted areas may include, but are not limited to, the following areas: food preparation areas, custodial closets, boiler rooms, facility equipment rooms, areas where protective clothing is necessary, and rooms with heavy machinery. Exceptions to this rule may be granted on a case-by-case basis by contacting Lake MHA.

### UNATTENDED OR ABANDONED ANIMALS

Dogs may not be left unattended in a unit for more than a twenty-four (24) hour period. The resident must arrange for someone to care for the dog and ensure that the dog does not defecate or urinate in the unit, on balconies, or in public or common areas during that time. Dogs must be boarded off the premises when the resident is absent for a period longer than twenty-four (24) hours.

Cats, rodents, birds, and turtles may not be left unattended in an apartment for more than a seventy-two (72) hour period. The resident must arrange for someone to care for the assistance animal and ensure that the unit is maintained in a decent, safe and sanitary manner during that time. Cats and birds will be required to be boarded off the premises when the resident is absent for a period longer than seventy-two (72) hours.

An assistance animal may be attended to in the resident's unit by another person when prior approval has been provided by Lake MHA. Lake MHA **will not** be responsible for providing access to the unit for this purpose.

Assistance animals unattended to for longer than the above permitted times will be considered abandoned and will be removed from the property and provided to either the documented alternative guardian listed in the assistance animal's registration or to local animal control. Lake MHA is not responsible for the care or return of the animal.

### DAMAGES

Residents are responsible for any damage caused by their assistance animal. Costs to repair damages may be assessed at any time and are due within thirty (30) days of invoice/charge.



## Pet/Animal Rules

### POOR HEALTH, NEGLECT, ABANDONMENT, CRUELTY, ABUSE, AND/OR GAMING

Assistance animals that are ill or in poor health must not be taken into common or public areas. If an assistance animal appears to be neglected, abandoned, treated cruelly, or abused, animal control or law enforcement may be contacted, as appropriate, to investigate. Animals involved in gaming (cockfighting, dogfights, etc.) are victims of abuse. Animal control or law enforcement may be contacted, as appropriate, to investigate any suspected gaming.

### DEATH, INCARCERATION, HOSPITALIZATION, OR ABANDONMENT OF UNIT BY SOLE HOUSEHOLD MEMBER

If Lake MHA discovers that a sole household member has died, been incarcerated, been hospitalized, or abandoned the unit, the assistance animal will be removed from the property and will be provided to the documented alternative guardian listed in the assistance animal's registration. If the alternative guardian cannot assume immediate responsibility for the assistance animal, the animal will be placed in the care of a local animal control organization. Lake MHA is not responsible for the care or return of the assistance animal.

### ANIMAL RESTRAINTS/BEHAVIOR

All assistance animals must be under the control of a responsible individual while in public and common areas of the property. Unattended assistance animals will not be allowed outside the unit at any time. Assistance animals must be caged or on a leash, if appropriate for the assistance animal, unless the assistance animal is within the confines of the resident's unit. Assistance animals allowed outside of a unit without proper supervision or restraints will be removed from the property and will not be allowed to return.

Assistance animals are not permitted to be "penned" or "caged" on balconies or patios during the night or while the resident is away from the unit. No screening, fencing, etc., may be added to any balcony/patio area or to the property grounds. Assistance animals may not be leashed or tied to any interior or exterior building fixture at any time.

Assistance animals must not be allowed to make noise that would disturb other residents or jump on, impede, or otherwise limit use of the property by any resident, property staff, or guest. The resident agrees to immediately remove an assistance animal if its behavior is unruly or disruptive (e.g., barking, growling, biting, or unsupervised roaming). Assistance animals may not prevent other residents from living in peace and quiet comfort.

No animal that demonstrates aggressive behavior towards humans or other animals may be kept on Lake MHA property. No animal classified as dangerous, vicious, potentially dangerous, a nuisance, or listed on a "dangerous animal," or other similar registry, may be kept on the premises. Any instance of a dog or other animal biting a person on Lake MHA property will be reported to the Lake County Health Commissioner, animal control, or law enforcement, as appropriate.



### **PROCEDURES FOR RULE VIOLATIONS & REMOVAL OF ANIMALS**

#### **RULE VIOLATIONS**

If a resident has violated a pet/animal rule included in these rules, Lake MHA will serve a written notice of the violation to the applicable resident household. The notice will contain:

1. A description of the pet/animal rule(s) alleged to be violated; and
2. A brief factual statement of how the pet/animal violation was determined.

Residents will have ten (10) business days from the date of the notice to correct the alleged violation or submit a written request for a meeting to discuss it. The meeting must take place no later than fifteen (15) business days from the effective date of the notice, unless Lake MHA agrees to a later date. If a meeting is scheduled, residents may be accompanied by a person of their choosing at the meeting.

As a result of the meeting, Lake MHA may give the resident additional time to correct the violation or may issue a notice for removal. A resident's failure to correct the violation, request a meeting, or appear at a requested meeting may result in initiation of procedures to remove the assistance animal or terminate the resident's tenancy.

#### **REMOVAL OF ANIMALS**

Lake MHA may remove any animal from its properties if:

1. The animal is out of control and the animal's handler does not take effective action to control it;
2. The animal is not housebroken;
3. The animal's behavior poses a direct threat to the health and safety of people or other animals;
4. The resident and Lake MHA are unable to resolve a rule violation; or
5. It is determined that the resident has failed to correct a rule violation.

The notice for removal will contain:

1. A brief statement of the factual basis for the determination that a pet/animal rule has been violated.
2. The requirement that the resident must remove the animal within fifteen (15) calendar days of the notice.
3. A statement that failure to remove the animal may initiate termination of tenancy procedures.
4. A statement that the resident has the right to appeal the decision in accordance with Lake MHA's grievance process. If the resident has timely requested a hearing, the removal will be considered temporary until the final hearing decision is made.

If the resident fails to remove the animal in accordance with the notice, Lake MHA has the right terminate tenancy.

#### **TERMINATION OF A RESIDENT'S TENANCY**

Lake MHA may initiate termination of tenancy procedures at any time in accordance with HUD requirements and/or the provision of the resident's lease. Lake MHA will not initiate procedures to terminate a resident's tenancy based on a pet/animal rule violation, unless:

1. The resident has failed to remove the animal or correct a pet/animal rule violation within the applicable time period; and
2. The pet/animal rule violation is sufficient to begin procedures to terminate the resident's tenancy under the terms of the lease and applicable regulations.





## Pet/Animal Rules

### AGREEMENT

I hereby certify that I have received a copy of Lake MHA's Pet/Animal Rules, carefully read, reviewed, and understand all information included in these rules, and I agree to abide by the rules described. I understand that failure to do so will be considered a lease violation and can result in penalties including removal of the animal and eviction from the property.

\_\_\_\_\_  
Head of Household Name (please print)

\_\_\_\_\_  
Head of Household Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Adult Resident Name (please print)

\_\_\_\_\_  
Adult Resident Signature (18yrs+)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Adult Resident Name (please print)

\_\_\_\_\_  
Adult Resident Signature (18yrs+)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Adult Resident Name (please print)

\_\_\_\_\_  
Adult Resident Signature (18yrs+)

\_\_\_\_\_  
Date

Lake MHA does not discriminate on the basis of disability status in the admission or access to, or treatment or employment in, its federally assisted programs and activities.

Lake MHA's 504 Coordinator has been designated to coordinate compliance with the nondiscrimination requirements contained in the Department of Housing and Urban Development's regulations implementing Section 504 (24 CFR, part 8 dated June 2, 1988).

**Lake Metropolitan Housing Authority**  
**Attn: 504 Coordinator**  
**189 First Street • Painesville, Ohio 44077**  
**Phone 440.354.3347 • Fax 440.354-5008 • TDD/TTY 711 or 800.750.0750**  
[www.lakehousing.org](http://www.lakehousing.org)

