

# MIAMI-DADE HOUSING AGENCY

## PET OWNERSHIP AND ASSISTIVE ANIMAL POLICIES

THE PET OWNERSHIP AND ASSISTIVE ANIMAL POLICIES FOR THIS COMMUNITY ARE AS FOLLOWS:

### PET OWNERSHIP POLICY

- A. **PET OWNERSHIP IS PERMITTED** to residents of public housing subject to compliance under this Policy. A pet may be disallowed to a pet owner for failure to comply with the Pet Policy.
- B. **A RESIDENT OR PROSPECTIVE RESIDENT MUST OBTAIN WRITTEN PERMISSION** from the site manager before keeping any pet on or about the premises. The prospective pet owner may only obtain written permission for a pet by meeting all the applicable Lease Agreement and Pet Policy requirements and by participating in the mandatory pet registration. The pet owner must register his or her pet according to all requirements of the Policy before bringing the pet onto the project premises. Pet owners must comply with all terms of the Lease Agreement and the Policy.
- C. **THE ONLY ANIMALS ALLOWED AS PETS** are common household pets. MDHA will not register an animal that is not a common household pet. The definition of a common household pet is "A domesticated animal, such as a dog, cat, bird, rodent (including a rabbit), fish, or turtle, that is traditionally kept in the home for pleasure rather than for commercial purposes." This definition does not include any reptiles other than turtles. The list of animals not allowed as pets also includes (but is not limited to) raccoons, snakes, monkeys and pigeons. Any animals that are determined to constitute a nuisance or a threat to the health or safety of other residents, visitors, Department employees and/or any other persons on or about the premises are prohibited.
- D. All owners of a dog or cat shall pay an additional \$100 pet deposit to cover possible damages that the pet might cause in the development. The resident shall receive a refund of the unused portion of the pet deposit when the resident no longer owns a pet, or when he/she vacates the unit. MDHA may offer residents a payment plan for the pet deposit of \$50.00 up front and \$50 payable the following month.
- E. Pet ownership may be revoked at any time subject to the MDHA grievance procedure, if the animal becomes destructive, a nuisance or safety hazard to other residents, or if the resident/owner fails to comply with the following rules:
  - 1. The number of four legged, warm-blooded pets are limited to one such pet in each dwelling unit.
  - 2. The weight of any pet is not to exceed twenty (20) pounds at the age of maturity.
  - 3. The designated area for walking pets and waste elimination will be determined at each site individually.
  - 4. Every resident owning a pet must abide by Miami-Dade County Animal Control ordinances pertaining to inoculations, licenses, and leash laws. Proof of such

compliance must be shown when the pet is first registered and at annual re-examinations.

5. All cats and dogs must be spayed or neutered. Certification of the applicable operation must be submitted during initial registration.
6. Animals that are exotic, unusual or different from normal household pets, such as monkeys, raccoons, snakes, pigeons, etc., or which are determined to constitute a nuisance to the health or safety of other residents and/or Department employees, are prohibited.
7. No pet may be kept in violation of state humane or health laws, or local ordinances. (Pit bulls are not permitted as pets unless in compliance with Miami-Dade County ordinance).
8. Dogs and cats shall remain inside the resident's unit unless they are on a leash and directly controlled by the owner. Birds, rabbits, and/or guinea pigs, etc. must be confined to a cage at all times.
9. Residents are responsible for cleaning up after their pets. All animals must be fed on the resident's property or in the apartment.
10. Residents shall take adequate precautions to eliminate any pet odors within or around their unit and maintain the unit in a sanitary condition at all times. Residents are to provide for proper pet maintenance and disposal of waste.
11. The resident shall not permit any disturbance by his/her pet which would interfere with the peaceful enjoyment of other residents, whether by loud barking, howling, biting, scratching, chirping, or any other such activities.
12. Dogs and cats shall not interfere with the delivery of management, maintenance, postal, utility or resident services.
13. If pets are left unattended for twenty-four (24) hours or more, MDHA may enter to remove the pet and transfer it to the proper authorities. MDHA accepts no responsibility for the pet under such circumstances. Residents are to identify an alternative custodian for their pet in the event of illness or other absence from the unit.
14. Residents are responsible for all damages, including costs of fumigation, caused by their pets. Owners are also responsible for any personal injuries attributable to the pet. Owners of dogs and cats will be assessed a maintenance charge for each occasion that the maintenance staff needs to clean up after the pet.

F. All residents who own pets will abide by the above stipulated guidelines and will sign a copy of the provision governing ownership and care of pets. Residents who violate these rules are subject to:

1. Being required to get rid of the pet within seven (7) days notice by MDHA, unless the pet creates an immediate threat to health and safety of the general public, in which case the pet must be immediately removed by the resident or proper local authorities.
2. Eviction.

#### ASSISTIVE ANIMAL POLICY

A. **ASSISTIVE ANIMALS ARE NOT CONSIDERED PETS.** They are to be used to give assistance to persons with disabilities (a physical or mental impairment that substantially limits one or more major life activities, a record of such impairment, or being regarded as

having such impairment) and are necessary as a reasonable accommodation. Assistive animals are also referred to as service animals, support animals or therapeutic animals. An assistive animal may be disallowed to an assistive animal owner for failure to comply with the assistive animal policy.

- B. A RESIDENT, OR PROSPECTIVE RESIDENT, MUST OBTAIN WRITTEN PERMISSION** from the site manager before keeping any assistive animal on or about the premises. Written permission shall not be unreasonably denied. The assistive animal owner must register his or her assistive animal according to all requirements of the Policy before bringing the assistive animal onto the project premises. Assistive animal owners must comply with all terms of the Lease Agreement and the Policy.
- C. Owners of assistive animals are not required to pay a pet deposit described herein. Notwithstanding this exception from having to pay a deposit does not exclude the assistive animal owner from liability for any damages caused to the premises by such assistive animal.
- D. Any assistive animals that are determined to constitute a nuisance or a threat to the health or safety of other persons on or about the premises are prohibited.
- E. MDHA will only allow a resident's or prospective resident's assistive animal to reside in the resident's unit if:
- a) A qualified health professional certifies in writing that the resident or a member of his or her family is a person with a disability;
  - b) a qualified, health care professional certifies in writing that the animal is needed to assist with the disability;
  - c) the requested animal actually assists the person with a disability;
  - d) the resident or prospective resident delivers true and accurate copies of the certifications referred to in Sections E(a) and E(b) to the site manager; and
  - e) the site manager provides written approval to the resident or prospective resident indicating that the requested animal is acceptable as an assistive animal according to the rules set forth in this section.
- F. Assistive animal ownership may be revoked at any time subject to the MDHA grievance procedure, if the assistive animal becomes destructive, a nuisance or safety hazard to other residents, or if the resident/owner fails to comply with the following rules:
1. The assistive animal owner must use the designated area for walking assistive animals and waste elimination that is determined at each site individually.
  2. Every resident owning an assistive animal must abide by Miami-Dade County Animal Control ordinances pertaining to inoculations, licenses and leash laws. Proof of such compliance must be shown when the animal is first registered and at annual re-examinations.
  3. No assistive animal may be kept in violation of state humane or health laws, or local ordinances. Pit bulls are not permitted as assistive animals unless in compliance with Miami-Dade County Ordinance.
  4. Dogs and cats that are assistive animals shall remain inside the resident's unit unless they are on a leash and directly controlled by the animal's owner. Birds, rabbits, and/or guinea pigs, etc. must be confined to a cage at all times.

5. Residents are responsible for cleaning up after their assistive animals. All assistive animals must be fed on the resident's property or in the apartment.
  6. Owners of assistive animals must care for their animals in such a way as to ensure that their premises are maintained in a clean and sanitary condition.
  7. Owners of assistive animals must control their animals in such a way as to ensure that their animals do not interfere with their neighbors' rights to enjoy their premises in a safe and peaceful manner. The assistive animals must not be a nuisance or threat to the safety of other residents, visitors, MDHA employees and/or any other persons on or about the premises are prohibited.
  8. Assistive animals shall not interfere with the delivery of management, maintenance, postal, utility or resident services.
  9. If an assistive animal is left unattended for twenty-four (24) hours or more, MDHA may enter to remove the animal and transfer it to the proper authorities. MDHA accepts no responsibility for the animal under such circumstances. Residents are to identify an alternative custodian for their assistive animals in the event of illness or other absence from the unit.
- G. MDHA will consider a waiver to any of the provisions of the Assistive Animals section of this Policy regarding assistive animals on a case-by-case basis, should any of the provisions of the Policy conflict with a resident's bona fide right to an assistive animal where such animal is necessary to a resident as a reasonable accommodation.
- H. All residents who own assistive animals will abide by the above-mentioned guidelines and will sign a copy of the provision governing ownership and care of the assistive animal. Residents who violate these rules are subject to:
1. Being required to get rid of the assistive animal within seven (7) days notice by MDHA, unless the assistive animal creates an immediate threat to health and safety of the general public, in which case the assistive animal must be immediately removed by the resident or proper local authorities.
  2. Eviction.