Finding PH7

Pet Policy

In this finding, please find the following:

a. Pet Ownership in Public Housing, 14 DC ADC § 6126
b. DCHA Pet Policy- Elderly Disabled Properties
c. Pet Policy Addendum
d. Pet Policy Registration Form
e. DCHA Pet Policy & Regulations Adopted February 2017

In accordance with communication from HUD in February 2016, in DCHA’s 2016 MTW Report, DCHA reported that it closed the MTW initiative for authority for its prior pet policy.
MEMORANDUM

TO: Board of Commissioners
District of Columbia Housing Authority

FROM: Adrianne Todman
Executive Director/Secretary

DATE: February 8, 2017

SUBJECT: RESOLUTION 17-01 - To Adopt Final Regulations to Permit Residents Living in Elderly and/or Disabled-Only Low-Income Public Housing to Own Common Household Pets

Executive Summary

The purpose of this Resolution is to adopt regulations to amend Title 14 (Housing) of the District of Columbia Municipal Regulations (DCMR), Chapter 61 (Public Housing: Admission and Recertification) and to repeal in its entirety Section 6211 (Pet Ownership in Public Housing) of Chapter 61 (Rent Calculations) which will permit families in the Low-Income Public Housing program living at elderly and/or disabled-only properties the opportunity to own common household pets.

Background

The District of Columbia Housing Authority (DCHA) administers the Housing Choice Voucher Program (HCVP) and Low-Income Public Housing (LIPH) in the District of Columbia. As part of its Moving to Work ("MTW") authority, DCHA adopted regulations limiting pet ownership to reasonable accommodations in LIPH properties. However, under the Urban-Rural Recovery Act of 1983, owners of federally assisted rental housing for the elderly or handicapped must permit tenants to own common household pets. To ensure compliance with the Urban-Rural Recovery

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1 The definition of common household pet, as defined in the new section, does not include Service or Assistance Animals that are already permitted in DCHA properties pursuant to 14 DCMR 7409 Reasonable Accommodation Policies and Procedures: Service Animals.
Act of 1983, DCHA is requesting a change in the regulations to allow individuals living at elderly and/or disabled-only properties to own common household pets that are not otherwise registered as Service or Assistance Animals.

On December 23, 2016, these proposed amendments were published in the *D.C. Register* as a Proposed Rulemaking. During the thirty-day public comment period, DCHA received 213 comments. One comment was from a LIPH resident and 50 comments were from individuals living outside of the District of Columbia. Additionally, 155 comments were in the form of a sample letter created by the Humane Rescue Alliance. DCHA met with residents at each elderly and/or disabled-only property to discuss the proposed pet policy. The proposed amendments reflect the desires expressed by residents living in LIPH communities.

**Strategic Goals**

This Resolution is in alignment with the following DCHA Strategic Goals:

**Goal A:** Create opportunities to improve the quality of life for DCHA residents through collaboration and partnerships.

**Recommendation**

The proposed amendments modify the current regulations by stating that residents who are living in elderly and/or disabled-only LIPH properties may own common household pets. Therefore, it is recommended that the Board of Commissioners approve this Resolution to amend Chapter 61 (Public Housing: Admission and Recertification) and to repeal in its entirety Section 6211 (Pet Ownership in Public Housing) of Chapter 61 (Rent Calculations).
RESOLUTION 17-01

TO ADOPT FINAL REGULATIONS TO PERMIT RESIDENTS LIVING IN ELDERLY AND/OR DISABLED-ONLY LOW-INCOME PUBLIC HOUSING TO OWN COMMON HOUSEHOLD PETS TO ADOPT FINAL

WHEREAS, the District of Columbia Housing Authority (DCHA) administers the Housing Choice Voucher Program (HCVP) and Low-Income Public Housing (LIPH) in the District of Columbia; and

WHEREAS, the Department of Housing and Urban Development requires that DCHA permit residents living in elderly and/or disabled-only LIPH housing to own common household pets; and

WHEREAS, DCHA wishes to allow residents living in elderly and/or disabled-only LIPH properties to own common household pets; and

WHEREAS, Section 6-203(12) of the District of Columbia Housing Authority Act of 1999, as amended (the “Act”), empowers the District of Columbia Housing Authority (“DCHA”) to adopt and implement administrative procedures in compliance with District of Columbia’s Administrative Procedures Act;

NOW THEREFORE, BE IT RESOLVED, by the Board of Commissioners of the District of Columbia Housing Authority that the amendments of Title 14 (Housing) of the District of Columbia Municipal Regulations (DCMR), Chapter 61 (Public Housing: Admission and Recertification) and the repeal of Section 6211 (Pet Ownership in Public Housing) of Chapter 61 (Rent Calculations), attached hereto, be adopted as proposed as Final Regulations, as demonstrated in Exhibit A.
EXHIBIT A

6126 PET OWNERSHIP IN PUBLIC HOUSING

6126.1 Pets Generally Prohibited. Except as provided in § 6126.2 and § 6126.3, pets are generally prohibited at DCHA properties. This policy does not apply to Service or Assistance Animals that reside in public housing units as a reasonable accommodation under 14 DCMR § 7409.

6126.2 Prior Pet Ownership. Residents who own a pet at any DCHA property prior to May 1, 2005 may continue to own a pet that is otherwise not prohibited under § 6126.3, provided the resident complies with the requirements of § 6126.3(a), (b), and (c). Residents who currently own a pet as of February 8, 2017, at a senior and/or disabled-only property may continue to own the pet provided they are compliant with these regulations within ninety (90) days of implementation, excluding § 6126.3(a)(5).

6126.3 Elderly-only and Disabled Housing Properties. Residents residing at these properties shall be permitted to own pets in accordance with the following provisions:

(a) Animal Limitations.

(1) Only domesticated animals that are commonly kept as household pets, such as a dog, cats, birds, rodents, fish, or turtles, are permitted. The term “common household pet” shall not include reptiles, other than turtles.

(2) A resident is permitted to own a maximum of two (2) pets. A reasonable number of fish or other animals appropriately kept in an aquarium or cage shall be considered one (1) pet. The two (2) pet maximum does not include Service or Assistance Animals that reside in the unit.

(3) Aquariums that do not exceed twenty (20) gallons will be permitted if properly registered.

(4) Residents with more than one (1) registered aquarium must keep the aquariums in separate rooms.

(5) Residents may not own a dog that is expected to exceed forty (40) pounds and twenty (20) inches in height at maturity. Dogs expected to exceed this weight and height at maturity are only permitted if they are:
Approved as a Service or Assistance Animal in accordance with Chapter 74 of this Title as a reasonable accommodation; or

(ii) Otherwise are eligible under the prior ownership provisions of § 6126.2.

(b) Registration Requirements. Residents must comply with and meet the following requirements to qualify for pet ownership:

(1) Maintain good standing with their lease;

(2) Register the animal or the contents of an aquarium or cage with the property manager;

(3) Provide updated registration for the animal annually;

(4) Provide proof that the animal has been inoculated in accordance with applicable local laws;

(5) Provide proof that an animal older than six (6) months has been spayed or neutered unless the resident provides certification from a licensed veterinarian that such procedure would jeopardize the medical well-being of the pet;

(6) Pay a refundable pet ownership fee in monthly installments, limited to cats and dogs, as reflected in the DCHA Schedule of Maintenance Charges; and

(7) Execute and abide by the Pet Policy lease addendum providing for the proper care and maintenance of the animal and the unit in accordance with DCHA rules and policies. Failure to abide by the Pet Policy will be considered a violation of the lease.

(c) Ownership Responsibilities. Residents approved for pet ownership must abide by the following conditions, as well as DCHA’s Pet Policy:

(1) The resident shall be responsible for paying for services related to any pet-related rodent and/or insect infestation, as well as any pet-related property damage, in their unit. The resident shall keep the
apartment in a sanitary condition at all times and is responsible for keeping the surrounding areas free of pet odors, waste, and litter.

(2) The resident shall store all pet food in sealed containers.

(3) The resident shall be responsible for ensuring the rights of other residents to peace and quiet enjoyment, health, and/or safety are not infringed upon or diminished by a pet’s noise, odors, waste or other nuisance.

(4) The resident shall continuously provide the proper maintenance and care for the pet.

ADOPTED, by the Board of Commissioners of the District of Columbia Housing Authority and signed in authentication of its passage the 8th day of February, 2017:

ATTEST:

[Signature]
Adrienne Todman
Executive Director/ Secretary

APPROVAL:

[Signature]
Bill Slover
Vice-Chairman

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

[Signature]
Kenneth S. Slaughter
General Counsel
RESOLUTION 17-01
THE DISTRICT OF COLUMBIA HOUSING AUTHORITY
PET POLICY

I. INTRODUCTION

In accordance with federal law and the Department of Housing and Urban Development (HUD) regulations, residents of federally funded public housing designated for the elderly and for persons with disabilities shall not be prohibited from owning common household pets (defined in II(a)). This Policy establishes the rules and conditions under which a pet may be kept in DCHA disabled and senior developments.

Under 24 C.F.R. § 960.705, this Policy does not apply to Service or Assistance Animals that reside in public housing units with the approval of the District of Columbia Housing Authority (DCHA) Office of the ADA/504 as a reasonable accommodation. It does not limit or impair the rights of persons with disabilities, or affect any authority DCHA has under other legal provisions to regulate animals that assist persons with disabilities. Under 14 DCMR § 7409, residents with a Service or Assistance Animal are still responsible for ensuring that such animal does not impair the peaceful enjoyment of the property by others.

Violations of this Policy shall be considered material violations of the Lease which may result in the initiation of legal action or the removal of the pet. The appeal procedures that apply to other eviction actions, including the right to a grievance hearing, shall apply to violations of these rules.

II. DEFINITIONS

a. **Pet** – a domesticated animal, such as a dog, cat, bird, rodent, fish, or turtle, that is traditionally kept in the home for pleasure rather than for commercial purposes. The term “common household pet” shall not include reptiles, other than turtles.

b. **Service or Assistance Animal** – an animal which provides assistance, service, or support to persons with disabilities and which is needed as a reasonable accommodation for such individuals with disabilities (E.g., a dog guiding an individual with impaired vision or alerting an individual with impaired hearing). A Service or Assistance Animal shall not be counted in the number of pets kept in a household.
III. TYPE AND NUMBER OF PETS ALLOWED

a. Only common household pets, as defined in II (a), will be permitted. Livestock, poisonous reptiles, rodents (with the exception of hamsters, guinea pigs or gerbils), birds of prey, insects, and arachnids are strictly prohibited.

b. The resident is permitted to own a maximum of two (2) pets. The two (2) pet maximum does not include Service or Assistance Animals that reside in the unit. Aquariums that do not exceed twenty (20) gallons will be permitted if properly registered in accordance with this Policy.

c. A reasonable number of fish or other animals appropriately kept in an aquarium or cage (such as a frog or bird) will be permitted. A reasonable number shall be the number of animals or fish that may be kept in a similarly sized cage or tank as recommended by a licensed veterinarian or other animal welfare expert recognized by the DCHA. The reasonable number of fish or other animals appropriately kept in the aquarium or cage shall be considered one (1) pet. Residents with more than one (1) registered aquarium must keep the aquariums in separate rooms.

d. No breed of dog or cat will be permitted which is expected to exceed twenty (20) inches in height at the shoulder and forty (40) pounds in weight at maturity. This height and weight restriction does not apply to Service or Assistance Animals.

e. All dogs and cats over the age of six (6) months must be spayed or neutered unless the resident provides a certification from a licensed veterinarian that such procedure would jeopardize the medical well-being of the pet. Pet owners shall provide written verification or certification of spay or neuter from a licensed veterinarian.

IV. REGISTRATION REQUIREMENTS

a. A resident who desires to register a pet must be in good standing with their Lease.

b. A resident who desires to keep a pet previously authorized by DCHA or to add a new pet in a manner consistent with these rules must apply in writing at their development’s property management office using the appropriate form provided by the DCHA.

c. Residents shall pay a refundable pet ownership fee for each pet as listed in the Schedule of Maintenance Charges. The ownership fee is payable in monthly installments. No pet ownership fee will be required of residents who are registering currently owned and approved pets that are in compliance with the Lease or Service or Assistance Animals.
d. Dogs and cats shall wear a collar with a tag identifying 1) the pet and its owner, complete with name, address and telephone number and 2) proper license and vaccinations.

e. Residents with dogs and/or cats shall be required to annually provide updated documentation of all required pet certifications, licenses and vaccinations from a licensed veterinarian.

V. PET OWNERSHIP RULES

a. The resident shall keep the apartment and surrounding areas free of pet odors, waste and litter. The resident shall maintain the apartment in a sanitary condition at all times.

b. The resident shall be responsible for any pet-related insect/rodent infestation or property damage in their unit and shall pay promptly, upon receipt of a bill, for all materials and/or labor used for necessary extermination or repair. Failure to pay this charge within thirty (30) days of the date of the invoice constitutes a lease violation which will result in the issuance of a thirty (30) day notice to quit or cure. Failure to cure this notice will result in legal action which could result in eviction.

c. The resident shall be responsible for cleaning up after their pet anywhere on DCHA or District property, including carrying disposable plastic bags any time the pet is outside of the apartment. Pet waste shall be bagged and disposed of in appropriate trash receptacles. Pet waste or pet litter shall not be deposited in toilets. Residents will be assessed a waste removal fee, as reflected in the DCHA Schedule of Maintenance Charges, for each occurrence of pet waste removal by DCHA personnel.

d. The resident shall keep his or her pet inside the apartment at all times except for transportation on and off DCHA property and daily walks for dogs. When outside of the apartment, dogs must be restrained on a leash. Other pets shall be in suitable portable cages when outside of the apartment. No animal shall be tied or chained outside of the apartment.

e. The resident shall be responsible for ensuring that the rights of other residents to peace and quiet enjoyment, health, and/or safety are not infringed upon or diminished by a pet’s noise, odors, waste, or other nuisance. Residents shall not allow pets to engage in excessive barking, screeching or howling in a way that disturbs the comfort and quiet enjoyment of other residents.
f. The resident shall allow the DCHA to inspect their unit as required to ensure compliance with these rules. A written statement specifying the purpose of the entry will be delivered to the leased premises at least forty-eight (48) hours in advance, except in the case of an emergency. Delivery may be made by placing the notice on or under the main entrance door of the leased premises.

g. Residents shall not alter their apartment, patio or other area on DCHA property to create an enclosure for a pet.

VI. ANIMAL CARE

a. The resident shall be responsible for proper care, including but not limited to feeding, grooming, routine veterinary care, flea control, yearly vaccinations (certifications of which must be presented to the property manager), and compliance with all applicable District and federal statutes and all DCHA rules and regulations.

b. Pets that are temporarily being cared for will also be subject to the Policy rules. Residents who plan to temporarily care for a pet must receive written permission from the property manager prior to bringing the pet onto the premises. The DCHA may, in its sole discretion, approve or deny such request.

c. No pet is to remain unattended, without proper care, for more than twenty-four (24) hours. The resident shall designate one or more persons as an emergency contact that can tend to the pet if the resident is unable to do so. In instances where a pet appears to have been abandoned for more than twenty-four (24) hours, and an emergency contact cannot be located, property management shall report the matter to Humane Rescue Alliance (HRA) or other applicable authority for its removal. If necessary, property management or HRA staff will enter the apartment, as in an emergency, to rescue the animal.

d. If a pet harms any person, the pet’s owner may be required to permanently remove the pet from DCHA property within forty-eight (48) hours of receiving written notice from the DCHA. The pet owner may also be subject to termination of his/her Lease or other charges.

e. Residents are prohibited from feeding or harboring stray animals. Feeding or harboring a stray animal shall constitute keeping an animal without approval of the DCHA.

f. In the event of a pet’s death, the resident shall be responsible for disposing of pet remains in accordance with federal and District laws, rules and regulations.
g. Cruelty to animals is a violation of District law and is a violation of this Policy. Beating, neglecting or otherwise harming an animal may be grounds for legal action which could result in lease termination.

VII. PROPERTY MANAGEMENT

a. All complaints by residents or DCHA personnel regarding pets shall be referred to the property manager.

b. The property manager shall be responsible for maintaining records required by this Policy including all pertinent pet-related information and documents supplied by residents, periodic unit inspections, investigation of complaints regarding pets, billing for damages caused by pets and scheduling of repairs required because of pet action.

c. A copy of this Policy shall be given to every resident who registers a pet and additional copies will be available at the management office at each development.

VIII. DETERMINATION OF NO-PET ZONES

a. In accordance with the Community Living Standards, individual developments may establish reasonable no-pet zones in areas such as playgrounds or other common areas with the approval of the resident council, property manager and Director of Housing Management. DCHA shall post such areas as no-pet zones.

IX. LEASE ENFORCEMENT AND EVICTION POLICY FOR UNAUTHORIZED PETS OR OTHER VIOLATIONS OF THIS POLICY

a. All violations of this Policy shall be dealt with as material violations of the Lease and appropriate Lease enforcement actions may be taken, up to and including eviction.

b. If the DCHA determines that the presence of a pet constitutes a risk of damage to DCHA property or creates a threat to the health and safety of any member of the public housing community, including residents, household members, guests and/or employees, DCHA may require the removal of the resident’s pet upon forty-eight (48) hours written notice. Failure to comply with this notice shall be deemed a violation of the resident’s Lease obligations. Any violation may give rise to all appropriate remedies under the Lease, including eviction proceedings. In the case of a vicious animal, DCHA may make a complaint to the HRA or other applicable authority for its removal.
c. If an unauthorized pet is discovered, a letter of violation will be given to the resident. This letter shall state that a resident must properly register the pet or remove the pet within seven (7) days or the initiation of legal action will commence. Seven (7) days after this letter is delivered to the resident, the manager will inspect the apartment and verify whether the pet has been removed. If the resident fails to respond to the initial letter of violation, the resident will be served with a thirty (30) day notice to quit or cure. If the thirty (30) day notice period expires and the pet has not been removed or if the resident has not applied and received approval to keep the pet in accordance with this Policy, DCHA will proceed with legal action, which could result in eviction.

d. All applicants are subject to this Policy and applicants may not move in with a pet that is not in compliance with this Policy.

e. Residents are entitled to request a grievance hearing pursuant to the DCHA Lease and Grievance Procedures with regard to any dispute they may have with DCHA arising under this Policy.

f. All Lease enforcement and/or eviction actions taken as a result of this Policy shall comply with DCHA’s Lease and Grievance Procedures.
DISTRICT OF COLUMBIA HOUSING AUTHORITY

PET POLICY LEASE ADDENDUM

I. INTRODUCTION

In accordance with federal law and the Department of Housing and Urban Development (HUD) regulations, residents of federally funded public housing designated for the elderly and for persons with disabilities shall not be prohibited from owning common household pets (defined in II(a)). In order to keep a pet in a leased unit, residents must abide by the rules and conditions outlined in this Pet Policy (“Policy”).

Under 24 C.F.R. § 960.705, this Policy does not apply to Service or Assistance Animals that reside in public housing units with the approval of the District of Columbia Housing Authority (DCHA) Office of ADA/504 as a reasonable accommodation. It does not limit or impair the rights of persons with disabilities, or affect any authority DCHA has under other legal provisions to regulate animals that assist persons with disabilities. However, under 14 DCMR § 7409, residents with a Service or Assistance Animal are still responsible for ensuring that such animal does not impair the peaceful enjoyment of the property by others.

This Policy establishes the rules and conditions under which a pet may be kept in DCHA disabled and senior developments. The primary purpose of these rules is to establish reasonable requirements for the keeping of common household pets in order to provide a decent, safe and sanitary environment for existing and prospective residents, DCHA employees and the public, and to preserve the physical condition of DCHA property.

Through the use of the Community Living Standards, individual developments may designate selected common areas as no-pet areas, provided that the rules governing these areas are reasonable and do not conflict with any federal, state or local laws or regulations governing the owning and keeping of pets in dwelling units (apartments) and the essential terms of this Policy.

Any pet or other animal found in DCHA-owned or managed outdoor or common areas without a proper license, tags and restraint shall be reported to the Humane Rescue Alliance (HRA) or other applicable authority for its removal.

Violations of this Policy shall be considered a violation of a material term of the lease which may result in the initiation of legal action or the removal of the pet. The appeal procedures that apply to other eviction actions, including the right to a grievance hearing, shall apply to violations of these rules.
II. DEFINITIONS

a. **Pet** – a domesticated animal, such as a dog, cat, bird, rodent, fish, or turtle, that is traditionally kept in the home for pleasure rather than for commercial purposes. The term “common household pet” shall not include reptiles, other than turtles.

b. **Service or Assistance Animal** – an animal which provides assistance, service, or support to persons with disabilities and which is needed as a reasonable accommodation for such individuals with disabilities (E.g., a dog guiding an individual with impaired vision or alerting an individual with impaired hearing). A Service or Assistance Animal shall not be counted in the number of pets kept in a household.

III. TYPES AND NUMBER OF PETS ALLOWED

a. Only common household pets, as defined in II (a), will be permitted.

b. Livestock, poisonous reptiles, rodents (with the exception of hamsters, guinea pigs or gerbils), birds of prey, insects, and arachnids are strictly prohibited.

c. The resident is permitted to own a maximum of two (2) pets. The two (2) pet maximum does not include Service or Assistance Animals that reside in the unit. Aquariums that do not exceed twenty (20) gallons will be permitted if properly registered in accordance with this Policy.

d. A reasonable number of fish or other animals appropriately kept in an aquarium or cage (such as a frog or bird) will be permitted. A reasonable number shall be the number of animals or fish that may be kept in a similarly sized cage or tank as recommended by a licensed veterinarian or other animal welfare expert recognized by the DCHA. The reasonable number of fish or other animals appropriately kept in the aquarium or cage shall be considered one (1) pet. Residents with more than one (1) registered aquarium must keep the aquariums in separate rooms.

e. No breed of dog or cat will be permitted which is expected to exceed twenty (20) inches in height at the shoulder and forty (40) pounds in weight at maturity. This height and weight restriction does not apply to Service or Assistance Animals.

f. All dogs and cats over the age of six (6) months must be spayed or neutered unless the resident provides a certification from a licensed veterinarian that such procedure would jeopardize the medical well-being of the pet. Pet owners shall provide written verification or certification of spay or neuter from a licensed veterinarian.
IV. REGISTRATION REQUIREMENTS

a. A resident who desires to register a pet must be in good standing with their lease.

b. A resident who desires to keep an existing pet or add a new pet in a manner consistent with these rules must apply in writing at their development’s property management office using the appropriate form provided by the DCHA. The form shall be available at the property management office. The resident shall provide the following with the application:

   i. An identifying description of the pet or the contents of an aquarium or cage accompanied by a photograph;

   ii. Certificates of spaying or neutering of dogs and cats and vaccinations required by law;

   iii. In the case of a dog, a copy of the current license required by law;

iv. The name and phone number of a contact person who can be called upon to care for the pet in an emergency and;

v. A refundable pet ownership fee for cats and/or dogs, as reflected in the DCHA Schedule of Maintenance Charges, in the form of a money order or bank check made payable to DCHA.

c. A resident who wishes to keep a pet previously authorized by the DCHA must provide the information listed above if he or she was not previously required to do so. No pet ownership fee will be required of residents who are registering currently owned and approved pets that are in compliance with the Dwelling Lease Agreement.

d. Dogs and cats shall wear a collar with a tag identifying the pet and its owner, complete with name, address and telephone number. The tag shall be required in addition to license, rabies vaccination and any other tag required by law.

e. Residents with dogs and/or cats shall be required to annually provide updated documentation of all required pet certifications and/or licenses.
V. PET OWNERSHIP RULES

a. The resident shall keep the apartment and surrounding areas free of pet odors, waste and litter. The resident shall maintain the apartment in a sanitary condition at all times.

b. The resident shall be responsible for any pet-related insect or rodent infestation or property damage in their unit and shall pay promptly, upon receipt of a bill, for all materials and/or labor used for necessary extermination or repair. Failure to pay this charge within thirty (30) days of the date of the invoice constitutes a lease violation which will result in the issuance of a thirty (30) day notice to quit or cure. Failure to cure this notice will result in legal action which could result in eviction.

c. The resident shall be responsible for cleaning up after their pet anywhere on DCHA or District property including carrying disposable plastic bags any time the pet is outside of the apartment. Pet waste shall be bagged and disposed of in appropriate trash receptacles. Pet waste or pet litter shall not be deposited in the toilet. Residents will be assessed a five dollar ($5) waste removal fee, as reflected in the DCHA Schedule of Maintenance Charges, for each occurrence of pet waste removal by DCHA personnel.

d. The resident shall keep his or her pet inside the apartment at all times except for transportation on and off DCHA property and daily walks for dogs. When outside of the apartment, dogs must be restrained on a leash. Other pets shall be in suitable portable cages when outside of the apartment. No animal shall be tied or chained outside of the apartment.

e. The resident shall be responsible for insuring that the rights of other residents to peace and quiet enjoyment, health, and/or safety are not infringed upon or diminished by his/her pet’s noise, odors, waste, or other nuisance. Residents shall not allow pets to engage in excessive barking, screeching or howling in a way that disturbs the comfort and quiet enjoyment of other residents.

f. The resident shall allow the DCHA to inspect their unit as required to ensure compliance with these rules. A written statement specifying the purpose of the entry will be delivered to the leased premises at least forty-eight (48) hours in advance except in the case of an emergency. Delivery may be made by placing the notice on or under the main entrance door of the leased premises.

g. Residents shall not alter their apartment, patio or other area on DCHA property to create an enclosure for a pet.
VI. ANIMAL CARE

a. The resident shall be responsible for proper care, including but not limited to feeding, grooming, routine veterinary care, flea control, yearly vaccinations (certifications of which must be presented to the property manager), and compliance with all applicable District and federal statutes and all DCHA rules and regulations.

b. Pets that are temporarily being cared for will also be subject to the Policy rules. Residents who plan to temporarily care for a pet must receive written permission from the property manager prior to bringing the pet onto the premises. DCHA may, in its sole discretion, approve or deny such request.

c. No pet is to remain unattended, without proper care, for more than twenty-four (24) hours. The resident shall designate one or more persons as an emergency contact that can tend to the pet if the resident is unable to do so. In instances where a pet appears to have been abandoned for more than twenty-four (24) hours, and an emergency contact cannot be located, property management shall report the matter to HRA or other applicable authority for its removal. If necessary, property management or HRA staff will enter the apartment, as in an emergency, to rescue the animal.

d. If a pet harms any person, the pet’s owner may be required to permanently remove the pet from DCHA property within forty-eight (48) hours of receiving written notice from DCHA. The pet owner may also be subject to termination of his/her Dwelling Lease Agreement or other charges.

e. Residents are prohibited from feeding or harboring stray animals. Feeding or harboring a stray animal shall constitute keeping an animal without approval of the DCHA.

f. In the event of a pet’s death, the resident shall be responsible for disposing of pet remains in accordance with federal and District laws, rules and regulations.

g. Cruelty to animals is a violation of District law and is a violation of this Policy. Beating, neglecting or otherwise harming an animal may be grounds for legal action which could result in lease termination.

VII. PROPERTY MANAGEMENT

a. All complaints by residents or DCHA personnel regarding pets shall be referred to the property manager.
b. The property manager shall be responsible for maintaining records required by this Policy including all pertinent pet-related information and documents supplied by residents, periodic unit inspections, investigation of complaints regarding pets, billing for damages caused by pets and scheduling of repairs required because of pet action.

c. A copy of this Policy shall be given to every resident who registers a pet and additional copies will be available at the management office at each development.

VIII. DETERMINATION OF NO-PET ZONES

a. In accordance with the Community Living Standards, individual developments may establish reasonable no-pet zones in areas such as playgrounds or other common areas with the approval of the resident council, property manager and Director of Housing Management. DCHA shall post such areas as no-pet zones.

IX. LEASE ENFORCEMENT AND EVICTION POLICY FOR UNAUTHORIZED PETS OR OTHER VIOLATIONS OF THIS POLICY

a. All violations of this Policy shall be dealt with as material violations of the lease and appropriate lease enforcement actions may be taken, up to and including eviction.

b. If DCHA, through the property manager, determines that the presence of a pet constitutes a risk of damage to DCHA property or creates a threat to the health and safety of any member of the public housing community, including residents, household members, guests and/or employees, DCHA may require the removal of the resident’s pet upon forty-eight (48) hours written notice. Failure to comply with this notice shall be deemed a violation of the resident’s lease obligations. Any violation may give rise to all appropriate remedies under the lease, including eviction proceedings. In the case of a vicious dog, DCHA may make a complaint to the HRA or other applicable authority for its removal.

c. If an unauthorized pet is discovered, a letter of violation will be given to the resident. This letter shall state that a resident must properly register the pet or remove the pet within seven (7) days or the initiation of legal action will commence. Seven (7) days after this letter is delivered to the resident, the manager will inspect the apartment and verify whether or not the pet has been removed. If the resident fails to respond to the initial letter of violation, the resident will be served with a thirty (30) day notice to quit or cure. If the thirty (30) day notice period expires and the pet has not been removed or if the resident has not applied and received approval to keep the pet in
accordance with this Policy, the manager will proceed with legal action which could result in eviction.

d. All applicants are subject to this Policy and applicants may not move in with a pet that is not in compliance with this Policy.

e. Residents are entitled to request a grievance hearing pursuant to the DCHA Lease and Grievance Procedures with regard to any dispute they may have with DCHA arising under this Policy.

f. All lease enforcement and/or eviction actions taken as a result of this Policy shall comply with DCHA’s Lease and Grievance Procedures.

____________________________________                                         ____________________
Resident’s Name (Print)                                                      Unit ID

____________________________________                                         ____________________
Signature                                                                  Date

____________________________________
Pet’s Name

Description of Pet (dog, cat, color, size, breed)

Person to be contacted in an Emergency:

Name:
Address:
Phone No.
Property Manager’s Name (Print)  

Signature  

Unit ID
THE DISTRICT OF COLUMBIA HOUSING AUTHORITY
PET APPLICATION AND REGISTRATION FORM

This document must be completed for each pet. The resident must receive written approval from DCHA before the pet is permitted on DCHA premises or in the dwelling unit. A current picture of the pet, along with up-to-date vaccination records, spaying or neutering certification and applicable licenses for each pet must be attached when submitted to property management.

Pet Information
Name:
Type/Breed:
Sex:
Age:
Height:
Weight:
License or ID (Dogs only) #:
If tank, capacity: _____________ gallons

Pet References
Veterinarian: ___________________________ Phone: ______________
Address: ______________________________________________________

Emergency Caretaker: ___________________________ Phone: ______________
Address: ______________________________________________________
<table>
<thead>
<tr>
<th>Feline Veterinary Records</th>
<th>Canine Veterinary Records</th>
</tr>
</thead>
<tbody>
<tr>
<td>Photo attached (Y/N):</td>
<td>Photo attached (Y/N):</td>
</tr>
<tr>
<td>Spay/Neuter (Y/N):</td>
<td>Spay/Neuter (Y/N):</td>
</tr>
<tr>
<td>FVRCP (distemper):</td>
<td>DHPP (distemper):</td>
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<td>Rabies:</td>
<td>Rabies:</td>
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<td>Heartworm:</td>
<td>Heartworm:</td>
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<td>Other:</td>
<td>Other:</td>
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</tbody>
</table>

Deposit Amount: $_____
6126.1 Pets Generally Prohibited. Except as provided in § 6126.2 and § 6126.3, pets are generally prohibited at DCHA properties. This policy does not apply to Service or Assistance Animals that reside in public housing units as a reasonable accommodation under 14 DCMR § 7409.

6126.2 Prior Pet Ownership. Residents who own a pet at any DCHA property prior to May 1, 2005 may continue to own a pet that is otherwise not prohibited under § 6126.3, provided the resident complies with the requirements of § 6126.3(a), (b), and (c). Residents who currently own a pet as of February 8, 2017, at a senior and/or disabled-only property may continue to own the pet provided they are compliant with these regulations within ninety (90) days of implementation, excluding § 6126.3(a)(5).

6126.3 Elderly-only and Disabled Housing Properties. Residents residing at these properties shall be permitted to own pets in accordance with the following provisions:

(a) Animal Limitations.

(1) Only domesticated animals that are commonly kept as household pets, such as a dogs, cats, birds, rodents, fish, or turtles, are permitted. The term “common household pet” shall not include reptiles, other than turtles.

(2) A resident is permitted to own a maximum of two (2) pets. A reasonable number of fish or other animals appropriately kept in an aquarium or cage shall be considered one (1) pet. The two (2) pet maximum does not include Service or Assistance Animals that reside in the unit.

(3) Aquariums that do not exceed twenty (20) gallons will be permitted if properly registered.
(4) Residents with more than one (1) registered aquarium must keep the aquariums in separate rooms.

(5) Residents may not own a dog that is expected to exceed forty (40) pounds and twenty (20) inches in height at maturity. Dogs expected to exceed this weight and height at maturity are only permitted if they are:

   (i) Approved as a Service or Assistance Animal in accordance with Chapter 74 of this title as a reasonable accommodation; or

   (ii) Otherwise are eligible under the prior ownership provisions of § 6126.2.

(b) Registration Requirements. Residents must comply with and meet the following requirements to qualify for pet ownership:

   (1) Maintain good standing with their lease;

   (2) Register the animal or the contents of an aquarium or cage with the property manager;

   (3) Provide updated registration for the animal annually;

   (4) Provide proof that the animal has been inoculated in accordance with applicable local laws;

   (5) Provide proof that an animal older than six (6) months has been spayed or neutered unless the resident provides certification from a licensed veterinarian that such procedure would jeopardize the medical well-being of the pet;

   (6) Pay a refundable pet ownership fee in monthly installments, limited to cats and dogs, as reflected in the DCHA Schedule of Maintenance Charges; and

   (7) Execute and abide by the Pet Policy lease addendum providing for the proper care and maintenance of the animal and the unit in accordance with DCHA rules and policies. Failure to abide by the Pet Policy will be considered a violation of the lease.

(c) Ownership Responsibilities. Residents approved for pet ownership must abide by the following conditions, as well as
DCHA’s Pet Policy:

(1) The resident shall be responsible for paying for services related to any pet-related rodent and/or insect infestation, as well as any pet-related property damage, in their unit. The resident shall keep the apartment in a sanitary condition at all times and is responsible for keeping the surrounding areas free of pet odors, waste, and litter.

(2) The resident shall store all pet food in sealed containers.

(3) The resident shall be responsible for ensuring the rights of other residents to peace and quiet enjoyment, health, and/or safety are not infringed upon or diminished by a pet’s noise, odors, waste or other nuisance.

(4) The resident shall continuously provide the proper maintenance and care for the pet.

Credits
