

LORAIN METROPOLITAN HOUSING AUTHORITY PET POLICY

When an LMHA resident applies to keep a household pet, the LMHA “Pet Policy” becomes an addendum to the resident’s LMHA lease. Any violation of the Pet Policy becomes a material violation of the lease and the resident may be subject to eviction proceedings. The LMHA resident will be supplied with a copy of the Pet Policy for the resident’s records and the resident’s signature on the LMHA Pet Application will acknowledge his/her awareness that the Pet Policy is an addendum to the lease and any material violation of the Pet Policy may result in eviction from LMHA housing.

The Department of Housing and Urban Development requires that common household pets be permitted in public housing units. The following policy sets forth reasonable procedures and requirements enabling select pets to reside in public housing units. This policy is applicable to common household “pets” and does not apply to approved assistance animals for disabled individuals. Assistance animals are subject to the Assistance Animal Lease Addendum. (July 2016)

STATE AND LOCAL LAWS AND ORDINANCES

Notwithstanding any provision set forth in these Rules to the contrary, the LMHA Resident shall first comply with all State Laws and Local Ordinances governing pet(s) within their respective jurisdiction.

APPLICATION FOR PET REGISTRATION

Prior to obtaining a pet, the resident must complete and submit to LMHA, the Application for Pet Registration (Attachment I).

The following documentation must accompany the Application for Pet Registration: Documentation from a Veterinarian regarding inoculation for rabies, parvo, distemper, heartworm and other inoculations as required by State Law or Local Ordinance.

The dog must be licensed by the State of Ohio annually with a copy of the current license provided to LMHA.

Two (2) pet sponsors (named on the LMHA Pet Application) must be designated by the resident. These individuals agree to remove the pet from the premises should the resident become incapable of caring for the pet.

PROHIBITED PET DEVELOPMENTS

LMHA will prohibit dogs and cats, with the exception of assistance animals, at the following LMHA owned properties (limited size aquariums, birds and caged rodents are permitted):

**Leavitt Homes
Westview Terrace
Wilkes Villa
Southside Gardens**

A resident residing in any of the above listed Developments who is found to have an unauthorized pet(s) will be considered in violation of their LMHA lease agreement and subject to lease termination if, after notification by LMHA, the pet is not removed within forty-eight (48) hours.

DEPOSITS/FEEES

A pet deposit of three hundred (**\$300.00**) in **elderly/disabled** buildings and a pet deposit of four hundred dollars (**\$400.00**) in **family units** is required. Payment of this pet deposit may be handled in one (1) of the following options:

1. Payment in full
2. Fifty dollars (\$50.00) initial amount and twenty-five dollars (\$25.00) a month thereafter until payment is made in full

A default on the pet deposit shall be considered a material violation of the pet policy which is an addendum to the lease; therefore, an eviction action could result from failure to adhere to the pet deposit payment agreement.

Assistance animals are not subject to the required Pet Deposit or Annual Fee.

In addition to the pet deposit, an annual fee will be imposed by LMHA. The annual fee is non-refundable. The annual fee will be billed on the tenant's annual recertification month. The non-refundable annual fee will not be pro-rated in the event the tenant vacates prior to the annual recertification date.

Type of Pet	Annual Fee
Dog	\$50.00

Upon move-out, the unit will be inspected for pet caused damage. The pet deposit will be returned minus any charges for damage caused by the pet. If the pet no longer resides in the unit but the resident remains in the unit, the unit will be inspected for damage and the pet deposit returned minus any charges for damage caused by the pet. If the amount of damages caused by the pet exceeds the deposit, the resident is liable for the remainder.

After initial approval of the pet, the resident must provide updated pet shot records and verify current information on the pet sponsors at Annual Review.

All pet agreements signed by residents prior to the adoption/approval of this policy are not subject to the annual fee requirements.

DEFINITIONS

For the purpose of the LMHA Pet Policy, “common household pet” is defined as a domesticated animal traditionally kept in the home for pleasure. “Pet” is limited to cats, dogs, birds (parakeets, canaries, parrots, & cockatiels), caged rodents (hamsters, gerbils, & guinea pigs), turtles and fish.

Ferrets, iguanas, snakes, komodo dragons and other lizards, exotic birds, rabbits, rats, mice, farm animals, or wild animals are not permitted. ONE pet is permitted per household, with the exception of birds, hamsters, gerbils and guinea pigs where no more than **two of the aforementioned pets are permitted. An aquarium will not be counted as one “pet.”**

“Service or Assistance Animal” is defined as an animal trained to provide assistive services to an individual with a disability. If the animal does not have specific disability-related training but is necessary in coping with a disability, then the animal is a “companion animal” and not a “service animal”. LMHA will require verification that the applicant/resident is a qualified individual with a disability (24 CFR 8.3) and that the animal is necessary in assisting or coping with the disability.

PROHIBITED BREEDS/DANGEROUS ANIMALS

DANGEROUS ANIMALS: No animal that has been determined to be or may be defined as a “Dangerous Animal” or “Vicious Animal” pursuant to Section 955.11 of the Ohio Revised Code shall be permitted on LMHA premises. Any animal that engages in any activity described in Section 955.11 of the Ohio Revised Code shall be removed from LMHA premises.

PET RULES

A. Pet Size Limitation

An adult dog at maturity may weigh no more than twenty (20) pounds and the height at the shoulder shall be no more than fifteen (15) inches. An adult cat may weigh no more than twenty (20) pounds. (July 2016)

Aquariums shall not exceed a twenty (20) gallon capacity and are limited to one (1) per unit.

B. Sanitation

Dogs are required to be “house-broken”.

Cats must be litter-box trained. Litter boxes must be maintained to the extent that odors are not emitting from the unit. Cardboard boxes are not permitted to be used as litter boxes. Kitty litter shall be bagged, secured properly, and disposed of into trash receptacles. The resident shall not permit refuse from litter boxes to accumulate, become odorous, unsightly, or unsanitary.

Dogs must be able to relieve themselves outside the leased unit. Management may designate a space or spaces to be used exclusively for the purpose of exercising pets. Pet owners shall be responsible for the immediate clean up of pet feces (dog or cat) after the exercise of their pet. Failure to clean up pet feces is determined to be a material violation of the pet policy, which is an addendum to the lease; therefore an eviction action may be initiated against a pet owner failing to clean up after their pet. Pet owners are responsible to ensure the unit is flea free. If LMHA determines fleas are present as a result of their pet, the resident shall bear the expense to have the unit sprayed for fleas by an accredited exterminator.

C. Noise

Disruptive animal noises shall not be tolerated. A pet shall not be permitted to disturb, interfere, or diminish the rights, comforts or peaceful enjoyment of other residents. This applies whether the animal is inside or outside of your dwelling unit. The term "disturb, interfere or diminish" shall include but is not limited to, excessive or repetitive barking, howling, growling, meowing, crying, chirping; and/or biting, snapping, scratching, and other like activities. Management will encourage any resident being disturbed by pets to contact the local police department to file a complaint in addition to submitting a written complaint to LMHA Management. Should the noise complaints continue, Management will request the pet be removed from the leased unit. Failure to remove the pet within 48 hours of LMHA notification may result in a termination of lease for failure to adhere to the LMHA Pet Policy.

D. Unattended Pets

A pet may not be left unattended for more than twelve (12) consecutive hours. If it is reported to LMHA staff that a pet has been left unattended for more than a twelve (12) hour period, LMHA may request the proper Authorities remove the animal. Any expense incurred for removal of the pet shall be the responsibility of the resident.

E. Use of Pets

Pets are for companionship. The breeding of pets is prohibited; no offspring are allowed. Pets may not be trained as fighting animals. As soon as age permits, pets must be spayed or neutered. Documentation must be provided to LMHA indicating the procedure has taken place.

Birds must be confined to a cage at all times.

F. Identification

All dogs must wear collars with identifying tags (license & rabies). All pets will be photographed with the photo being placed in the resident's folder.

G. Pets in LMHA Common Areas

Common areas are areas outside of the resident's individual leased premises. Pets in high rise buildings must be carried or on a leash while in common areas, i.e. elevators, hallways, etc. Dogs that are on a leash in common areas must be muzzled. Dogs in family units (other than scattered site units with fenced in yards) must be leashed and muzzled at all times while outside the leased unit. Pets are not permitted to loiter in common areas. Animals shall not be tied to any fixed object outside the dwelling unit, including patio area, walkway, stairway, stairwell, parking lot, or common area. No enclosure for the pet shall be erected or placed on any portion of the dwelling unit or on LMHA property (no dog houses or animal pens allowed, for example). Pets must be on a leash, muzzled and accompanied by a resident at all times. Children ten (10) years of age or older may exercise the pet.

H. Pet Removal

Management reserves the right to require immediate removal of an animal deemed by the Authorities to be a vicious and/or a nuisance animal. Management will also contact the necessary Authorities and request removal of a pet when it is observed the pet is not receiving proper care and/or feeding. Additionally, LMHA will request the removal of a pet when it is determined the pet is causing damage to the leased unit.

I. Pet Disposal

In the event of the death of the pet, the resident shall properly dispose of the pet. Under no circumstances, shall a pet be buried on LMHA property or disposed of on the premises or in trash containers or dumpsters.

J. Visiting Animals

The pet policy pertains to LMHA resident's pets. Visiting animals are not permitted. "Pet Sitting" on LMHA property is prohibited.

K. Stray Animals

LMHA prohibits tenants from admitting into the leased unit or onto the development property, harboring, feeding/ watering, or providing comfort to any stray, feral, or abandoned cat or other wild animal/animals within, on, or in the immediate vicinity of the leased unit or development, or otherwise do anything to encourage or entice any such animal to enter or remain on the development/premises. Bird feeders are permitted. (July 2014)

L. LIABILITY

Residents owning pets shall be liable for the entire amount of all damages caused by their pet which shall include but shall not be limited to, the cost of cleaning, defleaing, deodorization, repair and replacements of floor coverings, doors, walls, windows, screens, appliances and any other part of the dwelling unit, landscaping, or other improvements on LMHA property. Pet owners may also be liable for injuries occurring to another individual or pet as a result of their pet's aggressive behavior.

M. ENTRY OF UNIT BY LMHA PERSONNEL

LMHA Personnel will not enter a unit inhabited by a pet without a member of the household being present to restrain the pet, unless LMHA determines a pet has been left unattended or neglected and must be removed immediately. (July 2014) If a unit is to be inspected or a repair is required and the resident is unable to be home, the pet must be restrained in a cage in order for LMHA personnel to perform the necessary work. Dogs shall not be kept in a locked room within the unit. LMHA shall not be responsible if any animal escapes from its residence due to its maintenance, inspections or other activities. Each LMHA leased unit housing a pet, will be issued a sticker which must be placed on the door or window of the unit, indicating a pet is present in the unit.

Attachment I

LMHA PET APPLICATION

Resident Name: _____

Resident Address: _____

Resident's Phone Number: _____

Type of Pet: _____ Age of Pet: _____

Name of Pet: _____ Weight of Pet: _____

Has your pet been spayed or neutered? _____ Yes _____ No If no, please explain

Please list two (2) pet sponsors who will immediately take responsibility for your pet in case of emergency:

(1) Name: _____

Daytime phone: _____ Evening phone: _____

(2) Name: _____

Daytime phone: _____ Evening phone: _____

Name of your veterinarian: _____

Veterinarian telephone number: _____

My signature below serves as certification that all information I have provided to LMHA is correct to the best of my knowledge. I have read the LMHA Pet Policy; I hereby agree to abide by the Pet Policy; and I agree to accept full responsibility for the entire amount of damage or injury to persons which may occur as a result of my pet. I further understand the LMHA Pet Policy becomes an addendum to my current lease with LMHA and any material violation of the Pet Policy can result in LMHA initiating an eviction action against my household.

Resident Signature

Date

LORAIN METROPOLITAN HOUSING AUTHORITY
1600 KANSAS AVENUE
LORAIN, OHIO 44052

ADDENDUM TO PUBLIC HOUSING DWELLING LEASE
ASSISTANCE ANIMAL ADDENDUM

Revised July 2017

Resident(s) Name: _____

Address: _____

CONDITIONAL AUTHORIZATION FOR ASSISTANCE ANIMAL. You are hereby authorized to keep the above described assistance animal at your dwelling unit. This authorization is conditioned upon your compliance with all of the terms contained herein. This conditional Authorization may be terminated by LMHA for any violation of the conditions set forth in this Authorization or for a violation of any other LMHA rule or regulation pertaining to the keeping of animals on LMHA premises. This authorization may also be terminated if service or companionship is no longer deemed necessary by your doctor or other medical professional, a peer support group, a non-medical service agency, or a reliable third party who is in a position to know about the individual's disability may also provide verification of a disability.

DESCRIPTION OF ASSISTANCE ANIMAL. Only the following described assistance animal is authorized to be kept in your dwelling unit. You may not replace and/or substitute another animal without proper verification and written permission from LMHA.

Type: _____ Breed: _____ Color: _____

Weight: _____ Age: _____ Name: _____

County license number (if applicable): _____

How long have you owned this animal? _____

Date of last rabies shot: _____ Photo: _____

Has this animal been Spayed or Neutered? _____ Housebroken? _____

Name, address and telephone number of veterinarian:

Contact information for the person who will take immediate responsibility of your assistance animal in case of emergency:

Name: _____

Daytime phone: _____ **Evening phone:** _____

1. **YOU ARE RESPONSIBLE** for your assistance animal. You are responsible for any damage to LMHA property or to the property of another caused by your assistance animal. If your assistance animal causes bodily injury to any person on LMHA premises, your assistance animal must be immediately removed from LMHA premises.
2. **DANGEROUS ANIMALS:** No animal that has been determined to be or may be defined as “dangerous,” “nuisance,” or “vicious” as defined in Section 955.11 of the Ohio Revised Code¹ shall be permitted on LMHA premises. Any animal that engages in any activity described in Section 955.11 of the Ohio Revised Code shall be removed from LMHA premises.
3. **RULES.** You are responsible for the actions of the assistance animal at all times. You agree to abide by the following rules:
 - a. You agree that an assistance animal will not disturb, interfere or diminish the rights, comforts and peaceful enjoyment of neighbors or other residents. This applies whether the animal is inside or outside of your dwelling unit. The term "disturb, interfere or diminish" shall include but is not limited to, excessive or repetitive barking, howling, growling, meowing, crying, chirping; and/or biting, snapping, scratching, and other like activities.
 - b. You agree that at all times you shall be in compliance with all laws, ordinances or regulations as they relate to the assistance animal.
 - c. Assistance dogs and cats must be housebroken. Only one assistance animal per disabled household member may be kept at the dwelling unit, except in cases where the person with a disability requires separate assistance animals for separate functions. No offspring are allowed. You must provide litter boxes for cats. You shall not permit refuse from litter boxes to accumulate or to become unsightly, unsanitary or odoriferous. Birds must be confined to a cage at all times.
 - d. Animals shall not be tied to any fixed object outside the dwelling unit, including patio area, *tree*, walkway, stairway, stairwell, parking lot, or common area. No enclosure for the assistance animal shall be erected or placed on any portion of the dwelling unit or on LMHA property (no dog houses or animal pens allowed, for example).
 - e. Dogs shall not be permitted to run at large and shall be under your control at all times while outside the dwelling unit.

¹ “Dangerous” means a dog that, without provocation, has caused injury, other than killing or serious injury, to any person, killed another dog, or been the subject of a third or subsequent violation of division (C) of section 955.22 of the Ohio Revised Code.

"Without provocation" means that a dog was not teased, tormented, or abused by a person, or that the dog was not coming to the aid or the defense of a person who was not engaged in illegal or criminal activity and who was not using the dog as a means of carrying out such activity.

"Nuisance dog" means a dog that, without provocation and while off the premises of its owner, has chased or approached a person in either a menacing fashion or an apparent attitude of attack or has attempted to bite or otherwise endanger any person.

"Menacing fashion" means that a dog would cause any person being chased or approached to reasonably believe that the dog will cause physical injury to that person.

“Vicious dog" means a dog that, without provocation, has killed or caused serious injury to any person.

- f. You are solely responsible for cleaning up assistance animal droppings anywhere on the apartment community grounds. You shall promptly remove and properly dispose of any waste.
- g. Your assistance animal must be fed and watered inside the dwelling unit; and food or water may not be left outside the dwelling unit at anytime.
- h. Your assistance animal must at all time be in compliance with county licensing requirements and you shall maintain rabies and other inoculations as is required by law and you shall provide proof of such to LMHA on an annual basis or as otherwise requested.

4. ADDITIONAL RULES. LMHA shall have the right to make reasonable changes and additions to the above rules from time to time in LMHA's sole discretion. Any such changes shall be in writing and shall be distributed to all residents who have been authorized to keep an assistance animal.

5. VIOLATION OF RULES - GRIEVANCE. The Violation of any rule or provision of this Addendum shall be deemed to be a material violation of your lease agreement with LMHA and shall authorize LMHA to terminate your lease agreement and to initiate an eviction action against you and/or to revoke the conditional authorization provided in this Addendum. In the event that LMHA shall propose to take any adverse action as a result of its determination that you have violated any rule or provision of this Addendum, you may request a grievance hearing as is provided in your lease agreement.

6. LIABILITY FOR DAMAGES, CLEANING, ETC. You shall be liable for all damages caused by your assistance animal including the cost of cleaning, de-fleaing deodorization, repair and replacements of floor coverings, doors, walls, windows, screens, appliances and any other part of the dwelling unit, landscaping, or other improvements on LMHA property.

I have read and understand the foregoing rules regarding assistance animals and I agree to abide by these rules as well as the Rules and Regulations and all other provisions of my Lease Agreement.

I affirm that the information given regarding my assistance animal is true and accurate to the best of my knowledge and belief that my animal is properly licensed, and has had all shots and vaccinations required by law.

Tenant

Date

Tenant

Date

Landlord

Date