Chapter 10

PET POLICY

[24 CFR 5.309]

INTRODUCTION

PHA’s have discretion in the development of policies pertaining to the keeping of pets in public housing units. This Chapter explains HAKC’s policies on the keeping of pets and any criteria or standards pertaining to the policy. The rules adopted are reasonably related to the legitimate interest of HAKC to provide a decent, safe, sanitary, and good repair living environment for all tenants, to protecting and preserving the physical condition of the property, and to preserve the financial interest of HAKC.

The purpose of this policy is to establish HAKC's policy and procedures for ownership of pets in elderly and disabled units as well as in family units, and to ensure that no applicant or resident is discriminated against regarding admission or continued occupancy because of the ownership of pets. HAKC also establishes reasonable rules governing the keeping of common household pets.

Current residents will not be required to pay an additional deposit or re-qualify pets who are currently registered.

Nothing in this policy or the dwelling lease limits or impairs the right of persons with disabilities to own animals that are considered a disability companion or assistance animal (formally referred as “service animal”).

In accordance with Section 526 of the Quality Housing and Work Responsibility Act of 1998 (QHWRA), HAKC hereby sets forth rules and regulations concerning pet ownership in its public housing units. Only "common household pets" as defined herein will be permitted in HAKC owned properties.

A common household pet, for the purposes of HAKC’s conventional housing program: A domesticated animal, such as a dog, cat, bird, rabbit or fish that is traditionally kept in the home for pleasure rather than for commercial or breeding purposes. Common household pet does not include reptiles. The definition does not include animals that are used to assist persons with disabilities.

Residents may own up to one pet as defined in this policy. Each bird or other animal, other than fish, will be counted as one pet. Each resident household is permitted to own one (1) four-legged warm-blooded pet.

A. EXCLUSION FOR ANIMALS THAT ASSIST PERSONS WITH DISABILITIES (FHEO 2013-01)

FHEO Notice 2013-01 explains certain obligations of housing providers under the
Fair Housing Act (Act), Section 504 of the Rehabilitation Act of 1973 (Section 504), and the Americans with Disabilities Act (ADA) with respect to animals that provide assistance to individuals with disabilities. The Department of Justice’s (DOJ) amendments to its regulations’ for Titles H and III of the ADA limit the definition of "service animal" under the ADA to include only dogs (and small horses), and further define "service animal" to exclude emotional support animals.

This definition, however, does not limit HAKC’s obligation to make reasonable accommodations for assistance animals under the Act or Section 504. Persons with disabilities may request a reasonable accommodation for any assistance animal, including an emotional support animal, under both the Act and Section 504. In situations where the ADA and the Act/Section 504 apply simultaneously (e.g., a public housing agency, sales or leasing offices, or housing associated with a university or other place of education), housing providers must meet their obligations under both the reasonable accommodation standard of the Act/Section 504 and the service animal provisions of the ADA.

HAKC's Pet Policy will neither apply to animals that are used to assist persons with disabilities and their assistance animals, who visit HAKC's developments and dwelling units. 24 CFR 5; 24 CFR 960.705. Residents with an animal that assists persons with disabilities must still comply with all other conditions of the lease, including but not limited to; maintaining property, fulfilling housekeeping and not disturbing other residents’ peaceful enjoyment of the property.

**Companion/Assistance Animal**
Distinction is hereby given to "companion animals" and "assistance animals." If the animal does not have specific disability related training but is necessary in coping with the disability (for instance, if the animal provides emotional support to a person with a panic disorder), the animal is a "companion animal" not a "service animal."

An "assistance animal" means any guide dog, signal dog, or other animal individually trained to provide assistance to an individual with a disability. Assistance animals are equivalent to other "auxiliary aids" such as wheelchairs and eyeglasses, and as such must be permitted. 24 CFR 5.303; 28 CFR 36.104.

When an applicant or resident with a disability asserts and can verify that an animal is a companion or service animal for his/her disability, the applicant should make a request for a reasonable accommodation; specifically, to be allowed to keep the animal by completing HAKC’s reasonable accommodation process.

HAKC will require verification that the applicant is a "qualified individual with handicaps" as defined by 24 CFR 8.3, and that the animal is necessary in coping or assisting with the disability.

Questions to evaluate a reasonable accommodation apply:

1. Does the person have a disability?
2. Is there a disability-related need for the assistance animal?
If the answer is "no" then the reasonable accommodation request can be denied.

If the answer is "yes" then the HAKC must honor the request, unless doing so would create an undue financial burden.

The request may also be denied if:

1. The specific assistance animal in question poses a direct threat to the health or safety of others that cannot be reduced or eliminated by another reasonable accommodation.
2. The specific assistance animal in question would create substantial physical damage to the property of others that cannot be reduced or eliminated by another reasonable accommodation.

Breed, size, and weight limitations may not be applied to an assistance animal.

Determination that an assistance animal poses a direct threat of harm to others or physical damage to property must be based on an individualized assessment that relies on objective evidence about the specific animal's actual conduct - not on mere speculation or fear about an animal, and not on evidence about harm or damage that other animals have caused.

The request may not be denied because the HAKC is uncertain whether or not the person seeking the accommodation has a disability or disability-related need for an assistance animal.

HAKC may ask for reliable documentation if the disability is not readily apparent or known.

The documentation should establish that the individual has a disability and the animal in question will provide some type of disability-related assistance or emotional support.

However, documentation MUST NOT be requested if the disability or disability-related need is readily apparent or already known to the provider.

Upon receipt of verifications, HAKC will approve the animal.

Residents requiring more than one pet as either a "companion animal" or "assistance animal" must request the animal by completing HAKC’s reasonable accommodation process.

All animals and animal records, including companion and assistance animals, will comply with state and local ordinance and other health, safety, and lease provisions.

B. MANDATORY RULES FOR RESIDENTS WITH PETS
In accordance with 24 CFR 960.707, HAKC hereby sets forth the following rules for pet ownership in its conventional housing units:

**Registration**

1. The Resident must request and receive written formal approval from the HAKC
prior to bringing the common household pet, (hereinafter referred to as “pet”) on the premises. The pet request will be made on the standard form “Pet Occupancy Request/Registration Form.” All pets must be registered, even if a pet deposit is not required.

2. Registration of the pet will include a photograph being taken by the HAKC and retained on file. The photograph will be utilized to confirm identity of the pet in case of emergency and to ensure that the same pet registered is the pet occupying the resident’s dwelling unit.

3. Residents registering pets that are not fully-grown at the execution of the initial Pet Addendum will be required to report back to the development office at the first-year anniversary of the agreement in order that the pet may be re-photographed for identification purposes.

4. At the time of registration, Resident must provide information sufficient to identify the pet and to demonstrate that it is a common household pet.

5. The name, address, and phone number of one or more responsible parties who will care for the pet if the pet owner dies, is incapacitated, or is otherwise unable to care for the pet must be provided at the time of registration.

6. A Pet Policy Addendum must be completed and signed prior to the pet being allowed in the unit.

7. Pet fees and deposits will be collected at the time of move-in.

8. **There is a limit of one four-legged pet per household.**

9. **No visiting pets allowed**

**HAKC Policy**

The table below outlines the maximum allowable types of animals. The maximum allowable animals are still subject to the total allowable 4-legged animals per household.

<table>
<thead>
<tr>
<th>Type of Animal</th>
<th>Maximum Total Allowable</th>
<th>Maximum Size Allowable in Lbs.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Dog</td>
<td>1</td>
<td>30</td>
</tr>
<tr>
<td>Cat</td>
<td>1</td>
<td>20</td>
</tr>
<tr>
<td>Bird</td>
<td>2</td>
<td>N/A</td>
</tr>
<tr>
<td>Aquarium</td>
<td>1</td>
<td>30 gallons</td>
</tr>
<tr>
<td>Rodent (Including rabbit)</td>
<td>2</td>
<td>N/A</td>
</tr>
<tr>
<td>Other mammals excluding turtles</td>
<td>1</td>
<td>N/A</td>
</tr>
</tbody>
</table>
Housing Authority of Kansas City
Pet Policy
Adopted by Commission:

Effective: February 12, 2018

Dogs
- Stand no more than 21 inches in height from the front shoulder of the animal.
- Must adhere to the breed restrictions in this policy.
- Must be spayed or neutered, must be housebroken, must have all inoculations and must be licensed as specified now or in the future by State law or local ordinance.
- Doghouses located outside any dwelling unit are prohibited.

Cats
- The weight of a cat cannot exceed twenty (20) pounds (fully-grown).
- The resident must provide waterproof and leak proof litter boxes for cat waste, which must be kept inside the dwelling unit. Litter boxes must be changed twice per week at a minimum. Cardboard boxes are not acceptable and will not be approved. The resident will not permit refuse from litter boxes to accumulate, become odorous, to become unsightly, or unsanitary.
- Must be spayed or neutered, must be housebroken, must have all inoculations and must be licensed as specified now or in the future by State law or local ordinance.
- Overly aggressive cats, with a known or suspected propensity, tendency, or disposition to unprovoked attacks, will also be excluded.

Dog/Cat—Spaying and Neutering
If the pet is a dog or cat, it must be spayed/neutered by six months of age. Evidence of spaying/neutering can be proved by a statement/bill from a licensed veterinarian and/or staff of the Humane Society or by means of the veterinarian certification provided for on the Pet Registration Form.

Birds
- Must be enclosed in a cage at all times.

Fish
If the pet is fish, the container must be placed in a safe location in the unit. The resident is limited to one container for fish; however, there is no limit on the number of fish that can be maintained in the container as long as the container is maintained in a safe and non-hazardous manner.

Residents will be responsible for any damage caused by leakage or spillage from the aquarium or fish bowl. The aquariums must be on a provable stand that is stable and cannot be easily pushed over.

Rodents (Guinea pig, hamster, or gerbil ONLY; mice are not allowed.)
- Must be enclosed in an acceptable cage at all times. Must have any or all inoculations as specified now or in the future by State law or local ordinance.
Public Housing Admission and Continued Occupancy Policy

Housing Authority of Kansas City
Pet Policy
Adopted by Commission:
Effective: February 12, 2018

**Turtles (not allowed)**

**Inoculations/Vaccinations**
The pet(s) must have received rabies and distemper inoculations or boosters, as applicable. The resident will provide the HAKC with evidence of inoculations certified by a licensed veterinarian or a State or local authority empowered to inoculate animals (or designated agent of such an authority) stating that the pet has received all inoculations required by applicable State and local law. Said certification may be provided on the veterinarian’s statement/bill or on the Pet Registration form.

**Licensing**
- Licensing of all dogs will be required in accordance with applicable State and local law on an annual basis. The dog must always wear a tag with owner’s name, address and telephone number.
- In the event that applicable State or local law changes with reference to licensing of any and all pets, HAKC will require its residents to comply upon appropriate notice.

**Sanitary Conditions**
The pet rules will prescribe sanitary standards to govern the disposal of pet waste.

These rules are as follows:
- Resident will be responsible for immediately disposing of all animal waste excreted inside the development building or on the development grounds.
- Pet waste may be disposed in designated areas for the development (pet waste stations or dumpsters).
- Waste must be placed in a plastic bag, tightly secured and deposited in a dumpster.
- Poorly disposed waste will not be tolerated and will be subject to a violation and maintenance charge.
- Conditions outlined in **Cats #2**, above, pertaining to cat waste will also prevail.

**General Provisions**
- All pets must be housed within the unit and no facilities can be constructed outside of the unit for any pet.
- Costs incurred by HAKC for extermination of fleas, ticks, and other animal related pests, will be deducted from the pet security deposit after either the pet is removed or the resident vacates. Residents are encouraged to use flea bombs to get rid of fleas and other animal-related pests on an “as needed” basis.
• Pet(s) will not disturb, interfere or diminish the peaceful enjoyment of other residents. The terms, “disturb, interfere or diminish” will include but is not limited to: barking, meowing, crying, howling, chirping, biting, scratching and other like activities. This includes any pets that make noise continuously and/or incessantly for a period of 10 minutes or intermittently for one-half hour or more and therefore disturbs any person at any time of the day or night. The HAKC will issue a warning notice to the family if the pet continues to cause disturbances. After the second notification, the family will be given 30 days remove the pet from the household (and HAKC property) or the dwelling lease will be terminated.

• Each pet must be maintained responsibly and in accordance with this pet ownership lease addendum and in accordance with all applicable ordinances, state and local public health, animal control, and animal anti-cruelty laws and regulations governing pet ownership.

• The weight of all four-legged animals, will follow the pet policy.

• Pets may not be bred or used for any commercial purposes on HAKC property.

C. CONTROL OF THE ANIMAL

• No animal will be permitted to be loose and if the pet is taken outside it must be taken outside on a chain leash no longer than five (5’) feet and kept off lawns designated to other residents. Retractable leashes are prohibited.

• All authorized pet(s) must be under the control of an adult leaseholder. An unleashed pet, or one tied to a fixed object, is not under the control of an adult. HAKC staff will contact the local Humane Society or dog warden in the event pets are found to be unleashed, or leashed and unattended, on HAKC property. It will be the responsibility of the resident to reclaim the pet at the expense of the resident.

• The resident pet owner will have canine pets restrained so that maintenance can be performed in the dwelling unit. The resident will either be at home or will have all animals restrained or caged whenever an inspection or maintenance work is scheduled. If a maintenance person enters an apartment where an animal is not restrained, maintenance will not be performed, and the resident pet owner will be charged a fee of $25.00. If the situation again occurs, the pet will be removed from the premises. Pets that are not caged or properly restrained will be impounded and reported to the local Humane Society for removal. It will be the responsibility of the resident pet owner to reclaim the pet at the expense of the resident. The Housing Authority will not be responsible if any animal escapes from the residence due to its maintenance, inspections, or other activities.

D. UNATTENDED ANIMALS

Pet(s) may not be left unattended for more than ten (10) consecutive hours. If it is reported to HAKC staff that a pet has been left unattended for more than a ten (10) hour period, HAKC staff may enter the unit and remove the pet and transfer the pet to the humane society. Any expense
to remove and reclaim the pet from any facility will be the responsibility of the resident.

E. **PROHIBITED PETS**

1. Unless the pet is classified as a “assistance animal” as described in Chapter 10, Section B, HAKC will forbid the following kinds of animals from being kept as pets on any of its properties: Pit bull, Rottweiler, German Shepherd, Chow, Doberman Pinscher or any species considered vicious, intimidating, or kept for the purpose of training for fighting or wagering of bets (i.e., roosters for “cockfighting”, etc.). HAKC forbids the keeping of animals that have had their vocal cords cut, by a process commonly known as “debarking.” (Breed, size and weight restrictions do not apply to service or companion animals).

2. Exotic pets or barnyard animals are prohibited. Exception may be certain species of pigs utilized as bona fide “assistance animals”. (Snakes and reptiles are considered exotic pets.)

3. Animals who would be allowed to produce offspring for sale.

4. Wild animals, feral animals, and any other animals that is unamenable to routine human handling.

5. Animals or species commonly grown on farms.


7. Animals whose climatological needs cannot be met in the unaltered environment of the individual dwelling unit.

8. Pot-bellied pigs.


10. The following restrictions apply to pets, based on weight, size and inherent dangerousness, including prohibitions against the keeping of:

    - Any animals whose weight could exceed 30 pounds by adulthood.
    - Ferrets or other animals whose natural protective mechanisms pose a risk to small children of serious bites and lacerations.
    - Hedgehogs or other animals whose protective instincts and natural body armor produce a risk to children of serious puncture injuries.
    - Chicks or other animals that pose a significant risk of salmonella infection to those who handle them.
    - Pigeons, doves, mynah birds, psittacosis birds, and birds of other species that are hosts to the organisms causing psittacosis in humans.
    - Tenants must adhere to the restrictions on numbers and types of pets.
F. PET POLICY VIOLATION PROCEDURES
HAKC reserves the right to require residents to remove any pet from the premises whose conduct (noise, biting, breeding, etc.) or condition is duly determined to constitute a nuisance or a threat to the health or safety of the other occupants or pets of the development, neighbors, staff, or visitors. HAKC reserves the right to remove such a pet in the event that the pet owner does not or cannot remove the pet.

Notice of Pet Policy Violation
If HAKC determines on the basis of objective facts, supported by written statements, that a pet owner has violated a rule governing the owning or keeping of pets:

   HAKC may serve a written notice of Pet Policy violation on the pet owner in accordance with the dwelling lease. The notice of pet rule violation must:

1. Contain a brief statement of the factual basis for the determination and the pet rule or rules alleged to be violated;

2. State that the pet owner has five (5) calendar days from the effective date of service of the notice to correct the violation (including, in appropriate circumstances, removal of the pet) or to make a written request for a meeting to discuss the violation;

3. State that the pet owner is entitled to be accompanied by another person of his or her choice at the meeting; and

4. State that the pet owner’s failure to correct the violation, to request a meeting, or to appear at a requested meeting may result in initiation of procedures to terminate the pet owner’s tenancy.

Pet Policy Violation Private Conference
If the pet owner makes a timely request for a private conference to discuss an alleged Pet Policy violation, HAKC will establish a mutually agreeable time and place for the private conference but no later than three (3) business days from the effective date of service of the notice of Pet Policy violation.

At the pet rule violation private conference, the pet owner and HAKC representative will discuss any alleged Pet Policy violation and attempt to correct it. HAKC may, as a result of the meeting, give the pet owner additional time to correct the violation.

Notice for Pet Removal
If the pet owner and HAKC are unable to resolve the Pet Policy violation at the pet rule violation private conference, or if a representative of HAKC staff determines that the pet owner has failed to correct the Pet Policy violation within any additional time provided herein, the HAKC may serve a written notice on the pet owner in accordance with Section of the Dwelling Lease or at the private conference, if appropriate, requiring the pet owner to remove the pet. The notice must:
1. Contain a brief statement of the factual basis for the determination and the Pet Policy or rules that have been violated;

2. State that the pet owner must remove the pet within 30 calendar days (unless it is determined that the pet is vicious) of the effective date of service of the notice of pet removal (or the private conference, if notice is served at the private conference); and

3. State that failure to remove the pet may result in initiation of procedures to terminate the pet owner’s tenancy.

Removal of a Pet or Termination of the Pet Owner’s Tenancy

HAKC may not initiate procedures to terminate a pet owner’s tenancy based on a Pet Policy violation, unless:

- The pet owner has failed to remove the pet or correct a pet rule violation within the applicable time period specified in this section (including any additional time permitted by the owner); and
- The Pet Policy violation is sufficient to begin procedures to terminate the pet owner’s tenancy under the terms of the lease and applicable regulations.

G. SCHEDULE OF PET DEPOSITS

<table>
<thead>
<tr>
<th>Type of Pet</th>
<th>Deposit</th>
</tr>
</thead>
<tbody>
<tr>
<td>Dog</td>
<td>$200.00</td>
</tr>
<tr>
<td>Cat</td>
<td>$200.00</td>
</tr>
<tr>
<td>Fish Aquarium</td>
<td>$0</td>
</tr>
<tr>
<td>Fish Bowl (Requires no power and no larger than 20 gallons)</td>
<td>$0</td>
</tr>
<tr>
<td>Birds</td>
<td>$0</td>
</tr>
<tr>
<td>Other mammals, but not rodents</td>
<td>200.00</td>
</tr>
<tr>
<td>Waste Clean-up per incident</td>
<td>See charge sheet</td>
</tr>
</tbody>
</table>

Elderly persons and persons with a disability will not be required to pay a pet deposit for assistance or companion animals. The entire $200.00 paid at the time the lease is signed or pet approval is granted; or $50.00 paid at the time the lease is signed or pet approval is granted and the remaining $50.00 paid in three installments of $50.00. Each installment of
$50.00 is due the first of the month for the four months immediately following the signing of the lease or the pet approval. It will be a serious violation of the lease for any resident to have a pet without proper approval and without having complied with the terms of this policy. Such violation will be considered to be a serious violation of the lease and this Addendum and the Housing Authority will issue a termination notice. The resident will be entitled to a grievance hearing in accordance with the provisions of the dwelling lease.

It is understood and agreed that HAKC is not responsible for any damages caused by the pet including but not limited to: bites and scratches to residents, neighbors, visitors, staff, HAKC contractors, and others who are lawfully on the HAKC’s premises or other pets or service animals.

**Pet Deposits**

HAKC will allow gradual payment of the deposit in accordance with the following:

- All deposits must be paid in full
- HAKC reserves the right to change or increase the required deposit by amendment to these rules.
- HAKC will refund the Pet Deposit to the tenant, less any damage caused by the pet to the dwelling unit, upon removal of the pet or the owner from the unit.
- HAKC will return the Pet Deposit to the former tenant or to the person designated by the former tenant in the event of the former tenant's incapacitation or death.
- HAKC will provide the tenant or designee identified above with a written list of any charges against the pet deposit. If the tenant disagrees with the amount charged to the pet deposit, HAKC will provide a meeting to discuss the charges.
- All reasonable expenses incurred by HAKC as a result of damages directly attributable to the presence of the pet in the project will be the responsibility of the resident, including:
  - The cost of repairs and replacements to the resident's dwelling unit;
  - Fumigation of the dwelling unit;
  - Common areas of the project.

Pet Deposits are not a part of rent payable by the resident.

Any damage to the apartment, building, grounds, flooring, walls, trim, finishes, tiles, carpeting, or stains thereon, will be the full responsibility of the resident and the resident agrees to pay any costs involved in restoring the apartment to its original condition.

If HAKC finds a residual odor problem left in the apartment, the resident agrees to pay for the cost of any and all materials or chemicals needed to repair to remove the odor. If odor removal fails, the resident agrees to pay for replacement of carpeting, padding, wallboard, baseboard, etc., as is deemed necessary. The resident also agrees to abide by management’s decision as to what
is necessary.

It will be a serious violation of the lease for any resident to have a pet without proper approval and without having complied with the terms of this policy. Such violation will be considered to be a violation of the lease (a serious violation) and the HAKC will issue a termination notice in accordance with the dwelling lease. The resident pet owner will be entitled to a grievance hearing in accordance with the provisions of the dwelling lease. See Chapter 13 of this ACOP.
I. FORMS

PET POLICY ADDENDUM

HAKC

This Addendum is being executed in Accordance with the terms of the Dwelling Lease.

Section I. Pet Ownership

A resident may own one or more common household pets or have one or more common household pets present in the dwelling unit of such resident, subject to the following conditions:

1. Each head of household may own up to the limit of pets under the HAKC policy. HAKC will only allow one 4-legged warm-blooded pet per household.

2. If the pet is a dog or cat, it must be neutered/spayed by the age of six (6) months. The evidence can be provided by a statement/bill from a veterinarian. Evidence must be provided prior to the execution of this agreement and/or within 10 days of the pet becoming of the age to be neutered/spayed or declawed. Resident must provide waterproof and leak proof litter boxes for cat waste, which must be kept inside the dwelling unit. Cardboard boxes are not acceptable and will not be approved. The Resident will not permit refuse from litter boxes to accumulate nor to become unsightly or unsanitary. Also, the weight of a cat cannot exceed twenty (20) pounds (fully grown) and a dog may not exceed the limit of the policy in weight (fully-grown).

3. If the pet is a bird, it will be housed in a birdcage and cannot be let out of the cage at any time.

4. If the pet is a fish, the aquarium must be thirty (30) gallons or less, and the container must be placed in a safe location in the unit. The Resident is limited to one container for the fish; however, there is no limit on the number of fish that can be maintained in the container as long as the container is maintained in a safe and non-hazardous manner.

5. If the pet is a cat or dog, it must have received rabies and distemper inoculations or boosters, as applicable. Evidence of inoculations can be provided by a statement/bill from veterinarian. Evidence must be provided before the execution of the Pet Policy Addendum.

6. All pets must be housed within the unit and no facilities can be constructed outside of the unit for any pet. No animal will be permitted to be loose and if the pet is taken outside it must be taken outside on a leash and kept off other Resident’s lawns. Also, all pets must wear collars with identification and license at all times. Pets without a collar will be picked-up immediately by the Humane Society, county dog warden, or other appropriate agency.

7. All pet(s) must be under the control of an adult leaseholder. An unleashed pet, or one tied to a fixed object, is not considered to be under the control of an adult leaseholder. Pets, which are unleashed, or leashed and unattended, on housing authority property, may be impounded and reported to the local Humane Society, dog warden or other appropriate agency.
agency for pick-up. It will be the responsibility of the Resident to reclaim the pet at the expense of the Resident.

8. Pet(s) may not be left unattended for more than ten (10) consecutive hours. If it is reported to HAKC staff that a pet(s) has been left unattended for more than an eight (10) consecutive hour period, HAKC staff may enter the unit with the humane society, dog warden or other appropriate agency to pick-up the animal. Any expense to remove and reclaim the pet from any facility will be the responsibility of the Resident. In the case of an emergency, HAKC will work with the resident to allow no more than 24 hours for the resident to make accommodations for the pet.

9. Pet(s), as applicable, must be weighed by a veterinarian or staff of the Humane Society. A statement containing the weight of the pet must be provided to HAKC prior to the execution of this agreement and upon request by the HAKC at any time following the inception of the Pet Policy Addendum.

10. Responsible Pet Ownership: Each pet must be maintained responsibly and in accordance with this pet ownership lease addendum and in accordance with all applicable ordinances, state and local public health, animal control, and animal anti-cruelty laws and regulations governing pet ownership. Any waste generated by a pet must be properly and promptly disposed of by the tenant to avoid any unpleasant and unsanitary odor from being in the unit in accordance with the provisions of HAKC’s Pet Policy.

11. Prohibited Animals: Animals or breeds of animals that are considered by HAKC to be vicious and/or intimidating will not be allowed. Some examples of animals that have a reputation of a vicious nature are: reptiles, Rottweiler, Doberman Pinscher, Pit Bulldog, German Shepherd, Chow, and/or any animal that displays vicious behavior. This determination will be made by a HAKC representative prior to the execution of this lease addendum. (Breed, size and weight restrictions do not apply to service or companion animals).

12. Pet(s) will not disturb, interfere or diminish the peaceful enjoyment of other residents. The terms, “disturb, interfere or diminish” will include but not be limited to barking, meowing, crying, howling, chirping, biting, scratching and other like activities. This includes any pets that make noise continuously and/or incessantly for a period of 10 minutes or intermittently for one-half hour or more and therefore disturbs any person at any time of the day or night. The HAKC will terminate this authorization if a pet disturbs other residents under this section of the lease addendum. The resident will be given thirty (30) calendar days to make other arrangements for the care of the pet or the dwelling lease will be terminated.

13. If the animal should become destructive, create a nuisance, represent a threat to the safety and security of other persons, or create a problem in the area of cleanliness and sanitation, the HAKC will notify the tenant, in writing, that the animal must be removed from the development, within thirty (30) calendar days (unless it is determined that the pet is vicious) of the date of the notice from HAKC. The Resident may request a hearing, which will be handled according to HAKC’s established grievance procedure. The pet
may remain with the resident during the hearing process unless HAKC has determined that the pet may be a danger or threat to the safety and security of other persons. If this determination has been made by HAKC, the pet must be immediately removed from the unit upon receipt of the notice from HAKC.

14. The Resident is solely responsible for cleaning up the waste of the pet within the dwelling and on the premises of the public housing development. If the pet is taken outside, it must be on a leash at all times. If there is any visible waste by the pet, it must be disposed of in a plastic bag, securely tied and placed in the garbage receptacle for their unit. If the Housing Authority staff is required to clean any waste left by a pet, the Resident will be charged in accordance with the charge policy for the removal of the waste.

15. The Resident will have pets restrained so that maintenance can be performed in the apartment. The Resident will, whenever an inspection or maintenance is scheduled, either be at home or will have all animals restrained or caged. If a maintenance person enters an apartment where an animal is not restrained, maintenance will not be performed, and the Resident will be charged a fee of $25.00. If this same situation again occurs, the pet will be removed from the premises. Pets that are not caged or properly restrained may be impounded by animal control officers and taken to the local Humane Society or dog warden. It will be the responsibility of the Resident to reclaim the pet at the expense of the Resident. The Housing Authority will not be responsible if any animal escapes from the residence due to maintenance, inspections, or other activities of the landlord.

16. Pets may not be bred or used for any commercial purposes on HAKC property.
RESIDENT ACKNOWLEDGMENT

After reading and/or having read to me this lease addendum I/we the undersigned, hereinafter “I,” agree to the following:

I agree to abide by the requirements outlined in this lease addendum for pet ownership and to keep the pet(s) in accordance with this lease addendum.

I agree and understand that I am liable for any damage or injury whatsoever caused by pet(s) and will pay HAKC for any damages or injury caused by the pet(s). I also realize that I should obtain liability insurance for pet ownership and that paying for the insurance is my responsibility.

I agree to accept full responsibility and will indemnify and hold harmless HAKC for any claims by or injuries to third parties or their property caused by my pet(s).

I agree to pay a non-refundable fee of $________ to cover some of the additional operating cost incurred by the HAKC. I also understand that this fee is due and payable prior to the execution of this lease addendum.

I agree to pay a refundable pet deposit of $__________ to HAKC. The Fee and initial Deposit must be paid prior to the execution of this lease addendum. The pet deposit may be used by HAKC at the termination of the lease toward payment of any rent or toward payment of any other costs made necessary because of my occupancy of the premises. Otherwise, the pet deposit, or any balance remaining after final inspection, will be returned to me after the premises are vacated and all keys have been returned.

I AGREE AND UNDERSTAND THAT ALL INFORMATION CONCERNING MY PET (S) MUST BE UPDATED ANNUALLY AND PROVIDED TO THE HAKC AT THE ANNUAL REEXAMINATION.

I AGREE AND UNDERSTAND THAT VIOLATING THIS LEASE ADDENDUM MAY RESULT IN THE REMOVAL OF THE PET (S) FROM THE PROPERTY OF THE HAKC AND/OR EVICTION. I, ALSO UNDERSTAND THAT I MAY NOT BE ALLOWED TO OWN ANY TYPE OF PET IN THE FUTURE WHILE BEING AN OCCUPANT OF THE HAKC.

I ALSO UNDERSTAND THAT I MUST OBTAIN PRIOR APPROVAL FROM HAKC BEFORE MAKING A CHANGE OF A PET FOR WHICH THIS POLICY WAS APPROVED OR ADDING A SECOND PET. ALSO, A PICTURE MAY BE TAKEN BY HAKC STAFF OF THE PET (S) FOR DOCUMENTATION. THE PICTURE WILL BE MAINTAINED IN THE RESIDENT’S FILE WITH THE APPROPRIATE HAKC MANAGEMENT OFFICE.

__________________________________________  ________________
Head of Household (Undersigned)                     Date

__________________________________________  ________________
Housing Authority Representative                   Date
Exhibit “1”

Preliminary Request for a Reasonable Accommodation

Leaseholder/Resident/Advocate Name: ____________________________ S.S. #: __________________

Current Address: ____________________________ Move-In Date: ____________________________

# of Bedrooms: _ Member of Household Accommodation is requested for: ____________________________

A reasonable accommodation is needed because:

The accommodation will:

______ Help you live in the housing or take part in HAKC’s program;

______ Help you meet the lease requirements of HAKC’s program;

______ Help you meet other requirements of HAKC’s program.

Do not tell the HAKC the name of your disability or the nature or extent of your disability.

Physician/Health Care Provider name, address and telephone number:

__________________________________________

__________________________________________

__________________________________________

Other comments you would like to make regarding this request: ____________________________

By signing below, you confirm the accuracy of the information submitted above. You will be mailed by the HAKC an “Authorization for Release of Medical Information” which will be forwarded to your physician. Your physician will then be required to confirm your eligibility and justify your request for HAKC.

Once this process has been completed, HAKC will be in contact with you regarding the status of your request, which is based on medical reasons.

__________________________________________  ____________________________  ____________________________

Leaseholder/Resident Signature Phone Number Date of Request

Do not write below line

__________________________________________

For Office Use Only

HAKC’s Signature: ____________________________

Date Received by HAKC: ____________________________

Date Authorization for Release of Medical Information sent to Leaseholder/Resident: ____________________________
AUTHORIZATION FOR RELEASE OF MEDICAL INFORMATION

To: ________________________________

______________________________

(Name & Address of Medical Provider)

RE: ________________________________

The undersigned hereby authorizes you to verify, to the HAKC, whether the undersigned is an individual with handicaps as defined by 24 CFR 8.3. The undersigned also authorizes you to disclose to the HAKC, the undersigned’s need, if any, for an accessible feature (reasonable modification) to the undersigned’s unit and/or a change in HAKC’s policies and/or procedures (reasonable accommodation) so that the undersigned may have an equal opportunity to use and enjoy his/her dwelling unit. The undersigned further authorizes you to disclose, to the HAKC, exactly what is requested to accommodate the limitations imposed by the undersigned’s handicaps, if any. However, you are not authorized to provide access to confidential medical records or disclose the specific handicaps to the HAKC.

I hereby waive and release you from any restrictions imposed by law in disclosing any professional observation or communication to the HAKC that is within the scope of this authorization.

This authorization is valid for ninety (90) days. A photocopy of this authorization will be as effective as the original.

YOU MUST HAVE YOUR SIGNATURE NOTARIZED WHEN SENDING THE FORM BACK.

/__________________________/

Date Signature

__________________________

Date of Birth

Sworn to before me and subscribed in my presence this ________ day of _____, 20__,

______________________________ Notary Public
DEFINITIONS
PRIVATE

To: Doctor/Other Qualified Person

Pursuant to 24 CFR 8.3, the definition of an individual with handicaps is provided below:

Individual with handicaps means any person who has a physical or mental impairment that substantially limits one or more major life activities; has a record of such an impairment; or is regarded as having such an impairment. For purposes of employment, this term does not include: Any individual who is an alcoholic or drug abuser whose current use of alcohol or drugs prevents the individual from performing the duties of the job in question, or whose employment, by reason of current alcohol or drug abuse, would constitute a direct threat to property or the safety of others; or any individual who has a currently contagious disease or infection and who, by reason of such disease or infection, would constitute a direct threat to the health or safety of other individuals or who, by reason of the currently contagious disease or infection, is unable to perform the duties of the job. For purposes of other programs and activities, the term does not include any individual who is an alcoholic or drug abuser whose current use of alcohol or drugs prevents the individual from participating in the program or activity in question, or whose participation, by reason of such current alcohol or drug abuse, would constitute a direct threat to property or the safety of others. As used in this definition, the phrase:

(a) Physical or mental impairment includes:

(1) Any physiological disorder or condition, cosmetic disfigurement, or anatomical loss affecting one or more of the following body systems: Neurological; musculoskeletal; special sense organs; respiratory, including speech organs; cardiovascular; reproductive; digestive; genito-urinary; hemic and lymphatic; skin; and endocrine; or

(2) Any mental or psychological disorder, such as mental retardation, organic brain syndrome, emotional or mental illness, and specific learning disabilities. The term physical or mental impairment includes, but is not limited to, such diseases and conditions as orthopedic, visual, speech and hearing impairments, cerebral palsy, autism, epilepsy, muscular dystrophy, multiple sclerosis, cancer, heart disease, diabetes, mental retardation, emotional illness, drug addiction and alcoholism.

(b) Major life activities mean functions such as caring for one's self, performing manual tasks, walking, seeing, hearing, speaking, breathing, learning and working.

(c) Has a record of such an impairment means has a history of, or has been misclassified as having, a mental or physical impairment that substantially limits one or more major life activities.

(d) Is regarded as having an impairment means:

(1) Has a physical or mental impairment that does not substantially limit one or more major life activities but that is treated by a recipient as constituting such a limitation;

(2) Has a physical or mental impairment that substantially limits one or more major life activities only as a result of the attitudes of others toward such impairment; or (3) Has none of the impairments defined in paragraph (a) of this section but is treated by a recipient as having such an impairment.
Housing Authority of Kansas City

Adopted by Commission:

Effective: February 12, 2018

Exhibit “4”

HAKC PM Form #78

PET OCCUPANCY REQUEST/REGISTRATION FORM

<table>
<thead>
<tr>
<th>Resident Name:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Resident Address:</td>
</tr>
<tr>
<td>Resident Home Phone Number:</td>
</tr>
<tr>
<td>Resident Work Phone Number:</td>
</tr>
<tr>
<td>Alternate Pet Contact:</td>
</tr>
<tr>
<td>Address of alternate pet contact/care giver:</td>
</tr>
<tr>
<td>Home Phone Number:</td>
</tr>
<tr>
<td>Work Phone Number:</td>
</tr>
<tr>
<td>(List more than one, if applicable)</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>(To be completed by Veterinarian)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Description of Pet:</td>
</tr>
<tr>
<td>Name:</td>
</tr>
<tr>
<td>Breed:</td>
</tr>
<tr>
<td>Age:</td>
</tr>
<tr>
<td>Color:</td>
</tr>
<tr>
<td>Additional Markings/Information:</td>
</tr>
<tr>
<td>Height:</td>
</tr>
<tr>
<td>Weight:</td>
</tr>
<tr>
<td>Projected Weight at full growth:</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Veterinarian’s Signature</th>
<th>Date</th>
</tr>
</thead>
</table>
“Exhibit “5”

PET OCCUPANCY REGISTRATION FORM

Resident Name: ____________________________________________________________

Resident Address: __________________________________________________________

Resident Home Phone Number: ______________________________________________

Resident Work Phone Number: ______________________________________________

Alternate Pet Contact: _______________________________________________________

Address of alternate pet contact/care giver: _____________________________________

Home Phone Number: __________ Work Phone Number: __________

(List more than one, if applicable)

Description of Pet:

Name: __________ Breed: __________

Age: __________ Color: __________

Additional Markings/Information: _____________________________________________

Height: __________ Weight: __________

Projected Weight at full growth: __________

License No.: ______________________________________

Copy of License/Tag obtained: _____ Yes _____ No

Picture of Pet is to be attached to this form.

Veterinarian Information/Certifications:

Name of Veterinarian: _______________________________________________________

Address: _________________________________________________________________

Phone No.: _______________________________________________________________

Certification of Inoculations: _______________________________________________

Dated: __________________________________________________________________

Date spayed or neutered: ________________________________________________

How long has resident owned this pet? _________________

Has your pet lived in rental housing before? _____ Yes _____ No

If so, fill in the following:
Housing Authority of Kansas City
Pet Policy
Adopted by Commission:

Effective: February 12, 2018

Name of apartment complex: _____________________________
Manager’s Name: _____________________________
Phone No.: _____________________________

Registration of all pets must be submitted to the Management Office before the pet is permitted on
the premises.

______________________________  ________________________
Signature                                 Date

(For HAKC use only)
Pet Photographed by: _____________________________

HAKC Staff  ________________________

Resident has paid the appropriate Pet Deposit and Annual fee for the pet(s) being registered.

_____ Yes     _____ No

Pet identification sticker affixed to unit door/window:

By: _____________________________  _____________________________

HAKC Staff  ________________________

Photo to be affixed here & filed with the agreement