



## APPENDIX C

### Burleigh County Housing Authority (BCHA) Dwelling Lease Addendum Pet Policy and Policy for Assistance Animals (Auxiliary Aides)

This addendum is being executed in accordance with Sections 7 and 12(k) of the BCHA Dwelling Lease to govern Pet Ownership in Public Housing and with Section 504 for Assistance Animal Ownership in Public Housing. As applicable Section 526 of the Quality Housing and Work Responsibility Act of 1998 (Public Law 105-276, 112 Stat. 2451, 2568 (the Public Report Act of 1998) added new Section 31 captioned “Pet Ownership in Public Housing”) to the United States Housing Act of 1937. Section 31 establishes pet ownership requirements for tenants of public housing other than federally assisted rental housing for the elderly or persons with disabilities and Section 227 of the Housing-Rural Recovery Act of 1983 (12 U.S.C. 1701r-1)(the 1983 Act) for pet ownership requirements for the elderly or persons with disabilities.

**\*NOTICE: Items in this Addendum, which are preceded by an asterisk, do not apply to assistance animals. Items which are not marked with an asterisk apply to assistance animals and pets. Nothing in this policy limits or impairs the rights of persons with disabilities.**

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Effective Date of this Lease Addendum

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Tenant Name

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Address

This Addendum applies to \_\_\_\_\_ Assistance Animal \_\_\_\_\_ Pet

**Assistance Animal:** Certain animals provide assistance or perform tasks for the benefits of a person with a disability. Such animals are often referred to as service animals, assistance animals, support animals, therapy animals, companion animals or emotional support animals.

**Pet:** BCHA approved animal, bird or fish which is NOT an assistance animal. Only one rabbit will be allowed per household.

#### I. VERIFICATION REQUIREMENTS.

A. Assistance animals and pets must be approved in writing prior to admission, and renewed annually on the annual anniversary of the Tenant’s lease. (This does not apply to two (2) or less goldfish in a bowl of one (1) gallon or less).

The following must be verified:

1. For admission of assistance animal Tenant is required to complete the request for reasonable accommodation forms provided by BCHA. Written verification of Tenant’s disability and the need for an assistance animal is

required from a qualified medical professional. Burleigh County Housing Authority will determine if the request for reasonable accommodation meets the criteria and Tenant will be notified in writing.

3. For admission of approved assistance animal, pet, bird, fish the following must be provided and complied with:

- a. Color photo of assistance animal or pet.
- b. Copy of assistance animal or pet's license and current immunization record (must be current as required by city ordinance).
- \*c. Veterinarian verification of weight of dogs and cats.
- \*d. Verification that dog or cat has been spayed or neutered by the age of six months. If the animal is too young at the time of admission, it shall be neutered at the earliest time deemed safe by a veterinarian. If such animals are not spayed and have offspring, the Tenant is in violation of this addendum and must remove the pet and the offspring from BCHA-owned property within 48 hours of birth.
- e. If assistance animal is not spayed and has offspring, the Tenant must remove the offspring from BCHA-owned property within 48 hours of birth.
- f. Responsible party's name, address and telephone number in case of emergency to remove assistance animal, pet, bird, fish from assisted unit.

## II. GENERAL REQUIREMENTS.

A. Tenant may own and have present in their unit assistance animal and pet approved in writing in accordance with BCHA's reasonable accommodation procedures, lease, program and policies subject to the following:

- 1. No animal, bird or fish shall be admitted without prior written approval from BCHA.
- 2. Requests for multiple assistance animals and the species of animals will be reviewed on a case-by- case basis. (Bismarck City Ordinance provides that no resident may keep more than three dogs or cats at any one residential location).
- \*3. A separate pet deposit of \$350 is required for each cat or dog. A pet deposit may be required for other permitted animals, bird or fish. This shall be paid in full or according to a payment agreement approved by BHCA prior to the animal, bird or fish being approved to be admitted.
- 4. a) Your guests may not bring assistance animal or pet into the assisted unit without prior written approval from BCHA.  
  
b) Tenant cannot bring any assistance animal or pet into the assisted unit without prior written approval from BCHA other than the assistance animal and pet listed on this Addendum.
- 5. If the pet is a bird it must be housed in a bird cage. Other permitted animals may be required to be housed in cages.
- 6. An aquarium for fish must be 20 gallons or less, and the container must be placed in a safe location in the unit. The Tenant 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. If the aquarium should leak or break you will be responsible for any damage to the assisted unit.

\*7. If the animal is a dog or cat, it must not weigh more than 25 pounds at full maturity. Tenant must provide a statement from the veterinarian as to the correct weight of their animal at time of admission. Tenant agrees that any pet that is not fully grown will be weighed and the weight verified by a veterinarian at any time at the request of BCHA and, further, that any pet that exceeds the weight limit at any time during occupancy will not be an eligible pet and shall be removed from BCHA property within ten (10) days of the verification that the pet is ineligible by weight.

\*8. If the animal is a dog or a cat it must be wearing a tag which gives at least two (2) telephone numbers where an owner or responsible party can be reached.

9. All assistance animals and pets must be housed within the unit.

10. No sick or injured animal will be accepted for admission without written verification from a veterinarian that the animal's condition makes it eligible to be admitted as an assistance animal or pet. Admitted animals which suffer illness or injury must be taken to a veterinarian immediately at the Tenant's expense.

11. If assistance animal or pet are left unattended for 24 hours or more, BCHA may enter the unit and remove the animal or pet and transfer it to the proper authorities or boarding agency. BCHA accepts no responsibility for the assistance animal or pet under such circumstances. Any responsibility to reclaim the assistance animal or pet from any facility is the responsibility of the Tenant.

12. Approved assistance animal and pet must be under the control of its owner. (Bismarck City Ordinance provides that animals are "at large" if not effectively restrained with a chain, leash or cord not more than six (6) feet in length). An unleashed assistance animal or pet or one tied to a fixed object is not under the control of its owner. Assistance animal or pet that are unleashed, or leashed and unattended on BCHA property shall be reported to the appropriate authority. Any responsibility to reclaim the assistance animal or pet from any facility is the responsibility of the Tenant.

13. No assistance animal or pet shall be kept in violation of humane or health laws. Each assistance animal or pet must be maintained responsibly and in accordance with this addendum and with all applicable ordinances, including state and local public health laws, and local animal control regulations.

14. Feeding stray animals is prohibited. The feeding of stray animals shall constitute having a pet without permission from BCHA.

15. Animals that are considered vicious or intimidating are prohibited. Some animals which are considered to be vicious or intimidating are reptiles, Rottweiler, Doberman Pinscher, Pit Bulldog and/or any animal that displays vicious behavior. No animal shall be approved for admission to a BCHA unit which may be a danger or threat to the safety and security of other Tenants, neighbors or BCHA staff. This determination will be made by BCHA prior to approval or disapproval for admission of the animal to the BCHA unit.

16. An exception may be made for assistance animals, as it is possible that some animals which could be considered to be vicious and intimidating could be trained and certified to help the disabled.

17. Tenant shall not permit any disturbance by their assistance animal or pet which interferes with the peaceful enjoyment of accommodations by other Tenants; whether by loud barking, howling, growling, biting, scratching, meowing, chirping or other such activities.

18. Tenant shall not permit Tenant's assistance animal or pet to damage, destroy or deface BCHA property or the property of other Tenants or neighbors.
19. Random inspections will be conducted at the discretion of BCHA, with proper advance notice to Tenant, to determine if the assistance animal or pet is damaging, destroying or defacing BCHA property.
20. Should Tenant's assistance animal or pet become destructive or become dangerous or aggressive to other Tenants, neighbors or BCHA staff, BCHA will notify the Tenant in writing that the assistance animal or pet must be removed immediately from the assisted unit. The Tenant may request a hearing according to BCHA's Grievance Procedure; however, the assistance animal or pet must remain out of the unit during the grievance process.
21. Tenant is responsible for his/her guests who have assistance animals or pets. Tenant is responsible to pay for any damage caused by Tenant's assistance animal or pet, or the assistance animal or pet of any of Tenant's guests. Should the assistance animal or pet of a guest become destructive or become dangerous or aggressive to other Tenants, neighbors or BCHA staff, BCHA will notify the Tenant in writing that the assistance animal or pet of his/her guest must be removed immediately from the assisted unit.
22. Assistance animal or pet must be confined to a kennel or cage at all times when the Tenant is absent from the unit.
23. The owner of assistance animal or pet shall, whenever an inspection or maintenance is scheduled, have assistance animal or pet caged or effectively restrained with a chain, leash or cord not more than six (6) feet in length. If maintenance staff or a housing inspector enters the unit and finds that the assistance animal or pet is not effectively restrained as set out above or caged, the maintenance work or inspection will not be performed and the Tenant will be charged the standard fee for labor.
24. Tenant shall not allow assistance animal or pet to deposit waste on the yards of other Tenants, neighbors, or in common areas of buildings owned by BCHA. Tenant is solely responsible to clean up all waste deposited by Tenant's assistance animal or pet in Tenant's yard, the yards of other Tenants, neighbors, and on BCHA property.
25. The Tenant must provide leak-proof litter boxes and/or potty training pads for animal waste that must be kept inside the dwelling unit. Tenant shall take adequate precautions to eliminate any pet odors within or around the unit and to maintain unit in a safe sanitary condition at all times. Tenant agrees to dispose of assistance animal or pet waste by putting it in a bag, closing it securely and placing it in the dumpster. Tenant agrees not to dispose of assistance animal or pet waste by flushing it down the toilet, putting it down a trash chute or putting it down a sink or bathtub drain. If BCHA is required to clean any waste left by Tenant's assistance animal or pet, the Tenant will be charged the standard fee for labor for the waste removal and cleanup.
26. With the exception of specially trained assistance animals (example: seeing eye dogs or hearing dogs), pets and assistance animals are not allowed in public lobbies, community rooms, TV lounges, laundry rooms or other public gathering places. Also, assistance animals and pets are not allowed on furniture, table tops, counter tops, etc. in common areas as set out above.

**III. INFORMATION SPECIFIC TO THE ASSISTANCE ANIMAL OR PET APPROVED FOR RESIDENCY IN MY PUBLIC HOUSING UNIT**

**ASSISTANCE ANIMAL/PET:**

Animal Name \_\_\_\_\_

Type/Breed \_\_\_\_\_

Weight \_\_\_\_\_

License or ID # \_\_\_\_\_



*Attach photo here*

**ASSISTANCE ANIMAL/PET:**

Animal Name \_\_\_\_\_

Type/Breed \_\_\_\_\_

Weight \_\_\_\_\_

License or ID # \_\_\_\_\_



*Attach photo here*

**ASSISTANCE ANIMAL/PET:**

Animal Name \_\_\_\_\_

Type/Breed \_\_\_\_\_

Weight \_\_\_\_\_

License or ID # \_\_\_\_\_



*Attach photo here*

**IV. TENANT CERTIFICATION AND AGREEMENT**

A. I certify that:

I have read and understand this lease addendum.

I agree that in case of emergency or illness, the following person will remove my assistance animal or pet from my unit and be responsible for its care:

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Responsible Person's Signature

Printed Name

Phone Number

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Address

B. I understand that I am liable for any damage or injury caused by my assistance animal or pet whether the damages are to BCHA-owned or adjacent units, buildings and grounds. I agree that my pet deposit may be used toward payment of any rent or any other costs which were incurred as a result of my occupancy.

(1) I agree to abide by all the requirements outlined in this BCHA Dwelling Lease Addendum for Pet Policy.  
\_\_\_\_\_ (Tenant Initial here)

**OR**

(2) I own an assistance animal and will abide by requirements applicable to assistance animals.  
\_\_\_\_\_ (Tenant Initial here)

C. I understand that failure to comply with this BCHA Dwelling Lease Addendum for Pet Policy is a violation of my Housing Lease and is considered grounds for required removal of the assistance animal or pet or grounds for Termination of my Housing Lease.

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Tenant Signature and Date Signed

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Housing Staff Signature and Date Signed

August 2010  
February 2012  
February 2017

## **PET APPROVAL CHECKLIST**

- \_\_\_\_\_ Color photo of pet
- \_\_\_\_\_ License or ID # of pet
- \_\_\_\_\_ Current immunization record of pet
- \_\_\_\_\_ Veterinarian verification of weight of dog or cat (must not weigh more than 25 lbs at full maturity)
- \_\_\_\_\_ Verification that dog or cat is spayed or neutered -- see I., 3., d.
- \_\_\_\_\_ \$350 pet deposit for each approved dog or cat
- \_\_\_\_\_ Responsible person's signature

## **ASSISTANCE ANIMAL APPROVAL CHECKLIST**

- \_\_\_\_\_ Color photo of assistance animal
- \_\_\_\_\_ License or ID # of assistance animal
- \_\_\_\_\_ Current immunization record of assistance animal
- \_\_\_\_\_ Responsible person's signature

Once you have the verification requirements completed it is your responsibility to contact BCHA to set up an appointment to add your assistance animal or pet to your lease.