
CHAPTER 32. PETS

SECTION 1. GENERAL INFORMATION

An owner or management agent (hereinafter "owner/agent") may not discriminate against prospective tenants in admission to or current tenants in continued occupancy of housing because a person or a person in their family owns or keeps a common household pet. This chapter applies to assisted housing for elderly or handicapped persons.

The term "common household pet" means a domesticated animal, such as a dog, cat, bird, rodent (including a rabbit), fish or turtle, that is traditionally kept in the home for pleasure rather than for commercial purposes. Common household pet does not include reptiles (except turtles). If this definition conflicts with any applicable State or local laws or regulations defining the pets that may be owned or kept in dwelling accommodations, the State or local laws or regulations must be applied.

The applicable law is section 227 of the Housing and Urban-Rural Recovery Act of 1983, and the applicable Regulation is 24 CFR Part 243. This handbook chapter provides guidance and procedures with respect to requirements under 24 CFR Part 243.

32-1. APPLICABILITY.

Rental or cooperative multifamily projects for the elderly or handicapped persons or families that are:

- a. Assisted under sections 202 of the Housing Act of 1959, and 811 of the National Affordable Housing Act.
- b. Designated for occupancy by elderly or handicapped families when funds were reserved for the project, or when the commitment to insure the mortgage was issued, or if the regulatory agreement was so amended. Along with one of these factors the project is:
 - o Assisted (with or without HUD mortgage insurance) under section 221(d)(3) BMIR or 24 CFR part 236.
 - o Insured under section 221(d)(3) market rate, or section 221(d)(4) of the National Housing Act or 24 CFR part 231 (Housing Mortgage Insurance for the Elderly).

- c. Assisted under one of the following section 8 programs and preference in tenant selection is given for all units in the project to elderly or handicapped persons or families.
 - 24 CFR Part 880 Sec. 8 New Construction
 - 24 CFR Part 881 Sec. 8 Substantial Rehabilitation
 - 24 CFR Part 883 Sec. 8 State Housing Agency Program
 - 24 CFR Part 884 Sec. 8 Rural Set-Aside
 - 24 CFR Part 886 (Subpart A&C) Sec. 8 Loan Management & Property Disposition
 - 24 CFR Part 885 Housing For the Elderly or Handicapped
- d. Assisted under Part 889, Supportive Housing for the Elderly and Part 890, Supportive Housing for persons with disabilities with preference in tenant selection given for all units in the project to elderly or handicapped persons or families.
- e. HUD owned and preference in tenant selection is given for all units in the project to elderly or handicapped persons or families.

32-2. NOT APPLICABLE.

This chapter does not apply to health and care facilities that have insured mortgages under:

- a. 24 CFR part 232 nursing homes, intermediate care facilities, or board and care homes, or
- b. 24 CFR part 242 hospitals.

32-3. EXCLUSION FOR ANIMALS THAT ASSIST THE HANDICAPPED.

An owner/agent may not apply or enforce house pet rules developed in accordance with section 4 of this handbook against individuals with animals that are used to assist handicapped persons (e.g., guide dogs for persons with vision impairments, hearing dogs for persons with hearing impairments, and emotional support animals for persons with chronic mental illness). However, this part does not prohibit an owner/agent to enforce State and local laws if they apply.

- a. The exclusion applies to animals that reside in elderly or handicapped projects, and to animals which are used to assist handicapped persons that visit these projects.
- b. An owner/agent may require tenants to qualify for this exclusion by certifying to the following items. If a tenant certifies to the following, the owner/agent must grant an exclusion.
 - o The tenant or a member of his/her family is handicapped, and
 - o The animal has been trained to assist persons with that specific handicap, and
 - o The animal actually assists the handicapped individual.

32-4. PROSPECTIVE TENANT'S REJECTION OF A UNIT.

An applicant for tenancy in a project for the elderly or handicapped may reject a unit offered by an owner/agent if the unit is in close proximity to a dwelling unit where an existing tenant owns or keeps a common household pet.

An applicant's rejection of a unit under this section will not adversely affect his/her application for tenancy in the project, i.e, his/her position on the project waiting list, qualification for any tenant selection preference, etc.

This chapter does not impose a duty on an owner/agent to provide alternate dwelling units to existing or prospective tenants due to the proximity of common household pets to a particular unit or the presence of pets in the project.

32-5. NOTICE OF REFUSAL TO REGISTER A PET.

An owner/agent is required to notify a pet owner if they refuse to register a pet (see paragraph 32-12e). If an owner/agent is refusing to register a pet due to a pet rule violation, an owner/agent may combine this notice with the notice of pet violation (paragraph 32-6a-d).

The notice of refusal to register a pet must state the basis for the owner/agent action, and must be served on the pet owner in accordance with paragraph 32-16.

SECTION 2. HOUSE PET RULE VIOLATION

The owner/agent may serve a written notice of a pet rule violation on the pet owner if an owner/agent determines based on objective facts supported by written statements that a pet owner has violated a pet rule governing the owning or keeping of a pet.

32-6. NOTICE OF HOUSE PET RULE VIOLATION.

The notice of alleged pet violation must be served on the pet owner in accordance with paragraph 32-16 and must contain the following:

- a. A brief factual statement of how the alleged pet violation was determined and the pet rule(s) alleged to be violated, and
- b. A statement that the pet owner has 10 days from the effective date of service of the notice to correct the alleged violation, or to make a written request for a meeting to discuss it, and
- c. A statement that the pet owner is entitled to be accompanied by another person of his/her choice at the meeting, and
- d. A statement that the pet owner's failure to correct the violation, or to request a meeting, or to appear at a requested meeting may result in initiation of procedures to terminate the pet owner's tenancy.

32-7. PET RULE VIOLATION MEETING.

If the pet owner makes a timely request for a meeting to discuss an alleged pet rule violation, an owner/agent must establish a mutually agreeable time and place for the meeting. The meeting shall take place no later than 15 days from the effective date of the notice, unless the owner/agent agrees to a later date.

At the pet rule violation meeting, the pet owner and the owner/agent will discuss any alleged pet rule violation and attempt to correct it. The owner/agent may, as a result of the meeting, give the pet owner additional time to correct the violation.

32-8. INITIATION OF PROCEDURES TO TERMINATE A PET OWNER'S TENANCY.

- a. The project owner may not initiate procedures to terminate a pet owner's tenancy based on a pet rule violation unless: the pet owner has failed to remove the pet or correct a pet rule violation within the applicable time period (see paragraph 32-6b) and the pet rule violation is sufficient to begin procedures to terminate the pet owner's tenancy under the terms of the lease and applicable regulations.
- b. The project owner may initiate procedures at any time in accordance with the provision of applicable State or local laws.

32-9. NOTICE OF PET REMOVAL.

An owner/agent may serve a notice for the removal of the pet if they are unable to resolve the pet rule violation at the meeting, or it is determined that the pet owner has failed to correct the pet rule violation.

The notice of pet removal must be served on the pet owner in accordance with paragraph 32-16 and must contain the following:

- a. A brief factual statement of how the pet violation was determined and the pet rule(s) violated, and
- b. A statement that the pet owner must remove the pet within 10 days of the effective date of the notice (or 10 days after the meeting if notice was served at the meeting); and,
- c. A statement that failure to remove the pet may result in initiation of procedures to terminate the pet owner's tenancy.

SECTION 3. PROCEDURES FOR DEVELOPMENT OF HOUSE PET RULES

An owner/agent must use the procedures below to establish house pet rules.

32-10. PROCEDURES.

- a. Development and notice of proposed pet rules.
An owner/agent must develop proposed rules to govern the owning or keeping of common household pets in elderly or handicapped projects. Pet rules must contain mandatory rules and may contain discretionary rules as defined in section 4.

The notice of proposed pet rules must be served on each tenant of the project as required in paragraph 32-16. The notice must include the following:

- o The text of the proposed rules, and
- o A statement that tenants or tenant representatives may submit written comments on the rules, and that all comments must be submitted to the owner/agent no later than 30 days from the effective date of the notice.

Owner/agent may also announce the date, time and place for a tenant meeting to discuss the proposed rules.

- b. Tenant consultation.
- o Tenants or tenant representatives may submit written comments regarding proposed pet rules to the owner/agent by the date specified in the notice.
 - o An owner/agent may schedule one or more meetings with tenants during the comment period to discuss the proposed rules. Tenants and tenant representatives may make oral comments on the proposed rules at these meetings.

NOTE: An owner/agent must consider comments made at these meetings only if they are summarized in writing and submitted to the owner/agent before the end of the comment period.

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- c. Development and notice of final pet rules.

- o Owner/agents must develop the final rules after reviewing tenants' comments and written summaries of tenant meetings. The owner/agent may meet with tenants and tenant representatives to attempt to resolve issues raised by the comments.
- o Owner/agents must serve a notice of the final pet rules in accordance with paragraph 32-16 to each tenant. This notice must include the text of the final pet rules and must specify the effective date of these rules.

32-11. AMENDMENT OF HOUSE PET RULES.

An owner/agent may amend the pet rules at any time by following the same procedures for the development of pet rules in paragraph 32-10a-c.

SECTION 4. HOUSE PET RULES

The owner/agent shall prescribe reasonable rules to govern the keeping of common household pets. The pet rules must include the mandatory rules described in paragraph 32-12 of this section and may include the discretionary rules described in paragraph 32-14.

An owner/agent may not refuse to register a pet based on a determination that the pet's owner is financially unable to care for the pet, or a determination that the pet's therapeutic value is inappropriate to the pet owner or the interests of the property or existing tenants.

The house pet rules (mandatory and discretionary) must not conflict with State or local laws or regulations governing pets. If a conflict exists, the State or local laws or regulations must be applied. However, if the pet rules fail to include applicable State or local laws or regulations, this does not relieve a pet owner of the responsibility to comply with them.

The pet rules are established by using procedures in section 3, and these pet rules must include mandatory rules and may include discretionary rules.

32-12. MANDATORY HOUSE PET RULES.

Mandatory pet rules must be prescribed for:
 inoculations, sanitary standards, pet restraints,
 registration, and written notification to a pet owner

if an owner/agent refuses to register a pet. The following describes each of these:

- a. Inoculations. The pet rules must require a pet owner to have their pet inoculated in accordance with State or local laws or regulations.
- b. Sanitary Standards. The pet rules must require sanitary standards to govern the disposal of pet waste. The pet rules may:
 - o Designate areas on the project's premises for the deposit of pet waste and for exercise, and
 - o Forbid pet owners to permit their pets to deposit waste or to exercise their pets on the project's premises outside the designated areas, and
 - o Require pet owners to remove and properly dispose of all removable pet waste, and
 - o Require pet owners to remove pets from the project's premises to deposit waste or for exercise if no area is designated for such purposes on the project's premises.

In the case of cats and other pets using litter boxes, the pet rules may require pet owners to:

- o Change litter box, but not more than twice each week, or
 - o Separate pet waste from litter, but not more than once each day, and
 - o Dispose of pet waste and used litter as prescribed.
- c. Pet restraint. The pet rule must require all cats and dogs to be appropriately and effectively restrained and under the control of a responsible individual while on the common areas of the project.
 - d. Registration. The pet rule must require pet owners to register their pets with the owner/agent before the pet is brought onto the project's

premises. The pet's registration must be updated annually (this Annual update may be coordinated with the annual reexamination of the tenant income). The registration must include, if applicable, the following items:

- o A certificate signed by a licensed veterinarian or a State or local authority empowered to inoculate animals which states that a pet has received all inoculations required by applicable State or local law or regulations.
- o Information sufficient to identify the pet and to demonstrate that the pet is a common household pet.
- o 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.

- e. Notification of pet owner. The pet rules must state that an owner/agent must give a tenant and prospective tenant written notice if they refuse to register a pet along with an explanation (see paragraph 32-5).

32-13. REASONS AN OWNER/AGENT MAY REFUSE TO ADMIT A PET INTO THE PROJECT.

The house pet rules must state reasons an owner/agent may refuse to admit a pet into the project. An owner/agent may refuse to register a pet for the following reasons:

- a. A pet is not a common household pet.
- b. Keeping a pet would violate an applicable pet rule.
- c. A pet owner fails to provide complete pet registration information or fails annually to update the pet registration.
- d. An owner/agent reasonably determines based on the pet owner's habits and practices, that a pet owner will be unable to keep the pet in compliance with the pet rules and other lease obligations.

- e. A pet's temperament may be considered as a factor in determining the prospective pet owner's ability to comply with the pet rules and other lease obligations.

32-14. DISCRETIONARY HOUSE PET RULES.

An owner/agent may require pet owners to provide additional information deemed necessary to ensure a pet owner complies with the discretionary pet rules.

Discretionary pet rules may cover: density of the proportion of tenants to pets, pet size and pet type, potential financial obligation of tenants, standards of pet care, pet licensing, pets temporarily on the premises.

These pet rules may cover:

- a. Pet density. The pet rules may take into account pet density by placing limitations on the number of pets in a dwelling unit by:
 - o Placing a reasonable limitation on the number of common household pets that may be allowed in each dwelling (e.g., the number of four-legged, warm-blooded pets may be limited to one pet in each dwelling unit).

NOTE: The pet rules cannot limit the total number of pets allowed in the project, nor limit the keeping of pets to certain areas, buildings, or floors in the project.

- o Placing a reasonable limitation on the number of common household pets that may be allowed in a group home. (e.g., the number of four-legged, warm-blooded pets may be limited to one pet in each group home).

NOTE: The term group home means a small, communal living arrangement designed specifically for individuals who are chronically mentally ill, developmentally disabled, or physically handicapped who require a planned

program of continual supportive services or supervision (other than continual nursing, medical, or psychiatric care).

- b. Pet size and pet type. The pet rules may set reasonable limitations on the types of pets and the size and weight of pets allowed in the project.
- c. Financial obligation of tenants. The pet rules may require a tenant who owns or keeps a cat or dog in their unit to pay a refundable pet deposit, and the pet rules must allow for a gradual accumulation, in some cases, of the deposit (see paragraph 32-17).
- d. Charges for pet waste removal. The pet rules may permit an owner/agent to impose a separate pet waste removal charge up to \$5.00 per occurrence on a pet owner who fails to remove pet waste in accordance with the prescribed pet rules (any pet waste removal charge that is within this \$5.00 limitation is considered reasonable).
- e. Standards of pet care. The pet rules may prescribe standards of pet care, but must be limited to those necessary to protect the condition of the tenant's unit and the general condition of the project's premise, or to protect the health or safety of present tenants, project employees, and the public.

Rules may require the pet owner to:

- o Spay or neuter a dog or cat.
 - o Bar pets from specified common areas (e.g., lobbies, laundry rooms, and social rooms, etc.) unless this would deny a pet reasonable ingress and egress to the project.
 - o Limit the length of time that a pet may be left unattended in a dwelling unit.
 - o Control noise and odor caused by a pet.
- f. Pet Licensing. The pet rules may require pet owners to license their pets in accordance with applicable State or local laws or regulations.

- g. Pets temporarily on the premises. The pet rules may exclude from the project pets that are not owned by a tenant that are to be kept temporarily on the project premises.

For the purposes of this handbook, "temporarily" means if a pet is kept in the tenant's dwelling accommodations for a period of less than 14 consecutive days and nights.

NOTE: The Department encourages an owner/agent to permit the use of a visiting pet program sponsored by a humane society or other non-profit organization.

32-15. HOUSE PET RULES MAY NOT PRESCRIBE:

- a. Removal of a pet's vocal cords.
- b. Additional financial obligations of the pet's owner designed to compensate an owner/agent for the costs associated with the presence of pets in the project, including but not limited to the following:
 - o Liability or other insurance to cover damage caused by pets, or
 - o Agreement stating a pet owner is strictly liable for all damages caused by a pet where this liability is not otherwise imposed by State or local laws or regulations, or
 - o Agreement to indemnify an owner/agent for pet-related litigation or attorney's fees.

32-16. SERVICE OF NOTICE.

The owner/agent must serve a notice to tenants when developing pet rules, amending pet rules, and notifying a tenant of: refusal to register a pet, pet rule violation, pet removal and an increase in the amount of the security deposit.

The service of notice is effective on the day that all notices are delivered or mailed, or the day that all notices are initially posted in the case of service by posting.

A notice is served by:

- a. Sending a copy by first class mail (properly stamped and addressed to the tenant at the dwelling unit with a proper return address), or
- b. Giving a copy to any adult answering the door at the tenant's leased dwelling unit; or, if no adult responds, by placing the notice under or through the door; or by attaching the notice to the door.
- c. Posting a copy (in cases of highrise buildings) in at least three conspicuous places within the building and maintaining the posted notices intact and in legible form for 30 days.

NOTE: For the purposes of this part, a highrise building is a structure that is equipped with an elevator and has a common lobby.

SECTION 5. REFUNDABLE DEPOSITS FOR PETS

The house pet rules may require tenants who own or keep cats or dogs in their units to pay a refundable pet deposit (see paragraph 32-14c).

NOTE: Pet deposits can not be required for pets other than cats or dogs.

32-17. COLLECTION OF PET DEPOSITS FROM TENANTS.

The maximum amount of the pet deposit that may be charged by an owner/agent on a per dwelling unit basis is determined as follows:

- a. Tenants subsidized under the following programs (including tenants of a HUD project whose rents were subsidized before HUD acquired it) must follow the guidance below:
 - 24 CFR Part 215 Rent Supplement Payments
 - 24 CFR Part 236 (Subpart D) Rental Assistance Payment
 - 24 CFR Part 880 Sec. 8 New Construction
 - 24 CFR Part 881 Sec. 8 Substantial Rehabilitation
 - 24 CFR Part 883 Sec. 8 State Housing Agency Program
 - 24 CFR Part 884 Sec. 8 Rural Set-Aside
 - 24 CFR Part 885 Housing For the Elderly or
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- 24 CFR Part 886 (Subpart A&C) Sec. 8 Loan Management & Property Disposition
- 24 CFR Part 889 Supportive Housing for the Elderly
- 24 CFR Part 890 Supportive Housing for Persons With Disabilities

- o Pet deposit must not exceed \$300.00. This amount was set by publication of a notice in the Federal Register by HUD and may change periodically with future publications.

NOTE: An owner/agent may increase the amount of the pet deposit (if deposit is less than the \$300.00 limitation) by amending the pet rules (see paragraph 32-11).

- o Initial deposit cannot exceed \$50.00 at the time the pet is brought onto the premises.
- o The pet rules must provide for gradual accumulation of the remaining required deposit, not to exceed \$10.00 per month until the deposit is reached.

- b. Tenants whose rents are not subsidized under the programs listed in a. above, but who live in a project assisted (including tenants who live in a HUD-owned project that was assisted before HUD acquired it) under the following programs must follow the guidance below:

- 24 CFR Part 236 (Subpart c) Interest Reduction
- Section 202 Housing for the elderly or handicapped
- Section 221(d)(3) Below Market Interest Rate (BMIR)

- o Pet deposit must not exceed \$300.00. This amount was set by publication of a notice in the Federal Register by HUD and may change periodically with future publications.

NOTE: An owner/agent may increase the amount of the pet deposit (if deposit is less than the \$300.00 limitation) by amending the pet rules (paragraph 32-11).

- o The pet rules may provide for gradual accumulation of the deposit by the pet owner.
- c. For tenants of all other projects for the elderly or handicapped:
 - o Pet deposit must not exceed one month's rent at the time the pet is brought onto the premises, and
 - o Owner/agent may permit a gradual accumulation of the pet deposit. If gradual accumulation is permitted, this should be stated in the pet rules.

32-18. INCREASING THE AMOUNT OF THE PET DEPOSIT.

The owner/agent must amend the house pet rules by following the procedures in paragraph 32-11 if an owner/agent decides to increase the pet deposit. An increase in the pet deposit would be allowed only if the current deposit is under the \$300.00 limitation or under the monthly rent limitations, depending on the type of project, because the deposit can not exceed these limitations.

If the pet deposit is increased, the pet rules shall provide for gradual accumulation of the increase as appropriate.

32-19. PET DEPOSIT MAY BE USED TO PAY REASONABLE EXPENSES.

An owner/agent may use the pet deposit only to pay reasonable expenses directly attributable to the presence of the pet in the project, including but not limited to:

- a. The cost of repairs and replacement to', and fumigation of, the tenant's dwelling unit.
- b. The cost of animal care facilities (see paragraph 32-23a) or the protection of a pet (section 7).

32-20. REFUND OF THE PET DEPOSIT TO THE TENANT.

The owner must refund the unused portion of the pet deposit after the tenant moves out of the project or no longer owns or keeps a dog or cat in the dwelling unit.

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The refund must be made within a reasonable amount of time to the tenant or the previous tenant.

SECTION 6. LEASE PROVISIONS

The lease for each tenant who is admitted to the project must contain the lease provisions in paragraph 32-21. If the tenant is a pet owner, the lease may contain the lease provisions in paragraph 32-22 and 32-23.

32-21. LEASE PROVISIONS FOR PETS.

- a. Statement that tenants are permitted to keep common household pets in their dwelling units in accordance with the pet rules.
- b. Statement that animals used to assist handicapped persons are excluded from the requirements of the pet rules.
- c. Incorporate by reference the pet rules.
- d. Statement that the tenant agrees to comply with these rules and that a violation of any of these rules may be grounds for removal of a pet or termination of the pet owner's tenancy or both.

32-22. LEASE PROVISIONS FOR INSPECTIONS.

The leases may state that an owner/agent may after reasonable notice to the tenant and during reasonable hours, enter and inspect a tenant's dwelling unit.

The lease shall permit entry and inspection only if the owner/agent has received a signed written complaint alleging (or the owner/agent has reasonable grounds to believe) that the conduct or condition of a pet in the dwelling unit constitutes, under applicable State or local laws, a nuisance or a threat to the health or safety of the occupants of the project or to other persons in the community where the project is located.

32-23. HEALTH AND SAFETY LEASE PROVISIONS.

This chapter does not prohibit an owner/agent or an appropriate community authority from requiring the removal of any pet from a project, if the pet's conduct or condition is determined to constitute, under the

provisions of State or local law, a nuisance or a threat to the health or safety of occupants of the project or members of the community where the project is located.

If there is no State or local authority (or designated agent of such an authority) authorized under applicable State or local laws to remove a pet, the lease may contain the following:

- a. A provision to permit an owner/agent to enter the premises, remove a pet and place the pet in a facility that will provide care and shelter for a period not to exceed 30 days. The cost of the animal care facility can be paid as provided in paragraph 32-19 and section 7.
- b. A provision that permits an owner/agent to enter the premises and remove the pet after:
 - o An owner/agent requests an immediate removal of a pet from the project and the pet owner refuses to do so, or if
 - o An owner/agent is unable to contact the pet owner to make a removal request.

NOTE: A lease may not contain provisions that relieve an owner/agent from liability for wrongful removal of a pet.

SECTION 7. PROTECTION OF A PET.

If the health or safety of a pet is threatened by the death or incapacity of the pet owner or by other factors that render a pet owner unable to care for the pet, an owner/agent may contact the following party or parties below to care for or to remove the pet:

- a. Party or parties the tenant has listed in the pet registration (see paragraph 32-12d).
 - b. Appropriate State or local authority (or designated agent of such an authority) to request the removal of the pet if:
 - o The responsible party or parties are unwilling or unable to care for the pet.
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- o The owner/agent, despite reasonable efforts, has been unable to contact the responsible party or parties.
- c. An owner/agent may enter the pet owner's unit, remove the pet, and place the pet in a facility (for no longer than 30 days) until the pet owner or a representative of the pet owner is able to assume responsibility for the pet if:
 - o There is no State or local authority (or designated agent of such an authority) authorized to remove a pet under these circumstances, and
 - o An owner/agent has placed a provision in the lease as stated in paragraph 32-23).

NOTE: The cost of the animal care facility provided shall be paid for by the pet owner. If the pet owner (or the pet owner's estate) is unable or unwilling to pay, the cost of the animal care facility may be paid from the pet deposit, if a pet deposit was collected as stated in the pet rules (see paragraph 32-14c).