

KANKAKEE COUNTY HOUSING AUTHORITY
185 N. ST. JOSEPH
KANKAKEE, IL 60901

PET POLICY



*Adopted: 4/28/09
Resolution # 09 - 40
Effective: 5/1/09*

PET POLICY

OVERVIEW

This policy details the requirements for a tenant to keep a pet in a Kankakee County (IL) Housing Authority (KCHA) apartment. A tenant will not keep a pet in their apartment without prior written permission from KCHA.

Refer to Rule 21 below with regards to animals that are used to assist persons with disabilities provided that the animal has been trained to assist persons with that specific disability and the animal actually assists the person with that specific disability. However, the pet policy does not exempt such a tenant from the requirements of the lease that prohibit any conduct, which disturbs other tenants or threatens the physical or social environment.

REQUIREMENTS

The KCHA will utilize the following procedures in implementing the pet policy.

Obtaining KCHA Permission: If an eligible tenant or prospective tenant wishes to obtain permission to keep a pet, KCHA staff will meet with the prospective pet owner and explain the Authority policy and review the pet rules. If KCHA finds a tenant or prospective tenant eligible to keep a pet, the tenant or prospective tenant must submit to the Authority a completed Pet Permit and Agreement Form, and pay the required security deposit.

KCHA reserves the right to deny permission to house pets which are or may be in the sole judgment of the Authority vicious or dangerous, or which are large in stature exceeding 25 pounds in weight.

Failure to Obtain Written Permission: If a tenant has not obtained written permission to keep a pet but does so anyway, the KCHA will seek to evict the tenant. If KCHA finds any unauthorized pet outside a tenant's apartment, as in their backyard or area in their exclusive control or a common area, KCHA will have the pet removed.

Complaints Against Pet Owners: In the event of complaints against approved pet owners, the KCHA shall work with the pet owner to resolve the complaints informally. If the complaints are not resolved and/or there has been a violation of the pet rules, KCHA shall impose fines in accordance with Rule 20 below.

If there are three violations, KCHA may, at its sole discretion, notify the tenant to remove the pet within ten (10) days (immediately if the animal is deemed "vicious"), terminate the pet owner's tenancy or both. Any unresolved complaints may be the subject of a grievance by the tenant under established grievance procedures, except animals deemed "vicious" by KCHA must be removed from KCHA property pending any grievance.

Amending Pet Rules: The pet policy and rules may be changed at any time by KCHA provided that tenants are given an opportunity to comment and with thirty (30) days advance notice.

RULES

- 1) Any tenant or prospective tenant who wishes to keep a pet shall request permission in writing and meet with KCHA staff and submit a photo of the pet and other required documentation.
- 2) If approved by the Authority, a Pet Permit and Agreement (Amendment of Dwelling Lease), shall be signed immediately by the tenant, with original to the tenant file and a copy in a general pet file and a copy to the tenant. This Dwelling Lease Amendment contains the rights and responsibilities of the tenant and management with respect to pet ownership.
- 3) **Only common household pets are permitted.** Common “household” pets shall be limited to domesticated dogs, cats, fish, birds and turtles that are traditionally kept in the home rather than for commercial or other purposes. Animals that are used to assist persons with disabilities provided that the animal has been trained to assist persons with that specific disability and the animal actually assists the person with that specific disability will be counted as a pet per # 4 below.
- 4) The number and size of the pet(s) is limited to one type of pet as follows:
 - a) Dogs and cats – limit of one dog or cat per household – Dogs cannot exceed 25 pounds and must be able to fit into a carrier for travel; or
 - b) Birds – limit of two per household, no larger than a parakeet – Birds must be kept in a cage at all times; or
 - c) Fish – limit of one tank per household with a maximum capacity of 20 gallons, and no more than 20 small non-poisonous fish; or
 - d) Turtles – no more than two per household, small in size. Turtles must be kept in a cage or other container at all times.
 - e) Any other pet approved by KCHA that does not threaten the health, safety and welfare of others.
- 5) All dog and cat owners must present proof that their pet is registered with the KCHA and identification tags must be worn at all times.
- 6) The tenant must be able to maintain control over their pets.
- 7) All pets must remain within the unit and not be allowed outside, unattended at any time.

- 8) No chaining of unattended dogs permitted at any time.
- 9) Dogs must be walked while on a leash and all droppings must be removed and disposed of by the person walking the animal. Failure to do so is considered a violation of these pet rules and a \$50.00 fine will be assessed. Units, yards and KCHA property must be kept free of odors, insect infestation and pet feces, urine, waste and litter.
- 10) Cat litter boxes are required, and must be maintained in a sanitary manner and be kept free of odors and insect infestation. Used cat litter must be disposed in an appropriately wrapped and sealed heavy-duty bag.
- 11) Dogs and cats must be inoculated, and neutered or spayed with proof of licensing and inoculations according to state and local laws, and the name of the veterinarian provided to KCHA. Owners must provide a certification each year at the time of their annual reexamination that the pet continues to be in good health and has all required vaccinations. These documents will be placed in the tenant file along with a fully executed pet agreement.
- 12) Any animal that is used to threaten either people or other animals or does threaten to attack or attacks will be deemed “vicious” and barred from the development. If the tenant does not immediately remove the animal, the tenant will be in material violation of his/her lease, and may be evicted.
- 13) KCHA, at its sole discretion, may randomly and periodically inspect the units of pet owners with appropriate notice to ensure compliance.
- 14) Pets must be restrained and prevented from digging, gnawing, chewing, scratching or otherwise defacing property including doors, walls, windows, screens, floors and window coverings, other units, common areas, buildings, landscaping or shrubs.
- 15) No pet is allowed at any time in community/recreation rooms, laundry rooms or other interior or exterior sitting areas.
- 16) Pet owners shall be liable for damage caused by their pets. KCHA shall require a pet deposit of \$200.00 per pet category as defined in # 4 above.

If the tenant’s pet deposit does not cover the damages, management and the tenant will agree on a payment plan to pay for the damage as well as replacement of the pet deposit. Existing KCHA residents can pay their pet deposit in two installments.

The pet deposit is separate from, and in addition to, any security deposit held on behalf of the tenant by KCHA. The pet deposit will be returned to the pet owner within 30 days of the day the pet is removed or within 30 days of the day the tenant vacates the unit, whichever comes first, less deductions detailed in writing and reasonably related to the regulation of pets.

- 17) Tenants must board their pets (except for fish) away from the development or make other arrangements for the care of their pets when they intend to leave their unit for 24 hours or more. The Pet Permit and Agreement requires tenants to provide KCHA with the name and phone number of a relative or friend who has agreed to assume responsibility for the pet in the event of sudden illness or death of the tenant. The KCHA reserves the right to consider the presence of an unattended pet an emergency, and will enter the unit to remove the pet.
- 18) KCHA staff, including maintenance personnel, reserve the right to refuse to enter a unit to perform work where there is an unattached animal. If KCHA is unable to perform necessary work in the unit due to an unattached animal, the tenant may be terminated and evicted for failure to allow KCHA access to the unit.
- 19) Pet owners are expected to exercise responsible and courteous behavior so that the presence of their pet on the property in no way violates the rights of others to peaceful enjoyment of the premises. A tenant will be fully responsible for any disturbance or injury to other tenants or KCHA staff caused by its pet. Any disturbance or injury will be a violation of the pet policy and rules and the tenant's lease, and KCHA may at its sole discretion require the tenant to remove the pet immediately or within ten (10) days, terminate the pet owner's tenancy or both.
- 20) The KCHA may impose fines upon tenants for the violation of any pet rule contained herein. At the time a pet owner first violates any rule, the KCHA will send the owner a written warning and a \$50.00 fine will be assessed. This fine is in addition to any necessary costs of repair. The KCHA may assess additional \$50.00 fines for subsequent violations, and may request the tenant to remove the pet or be subject to eviction after three violations.
- 21) Tenants or prospective tenants who claim that a particular animal is used to assist persons with disabilities (see HUD 24 CFR Part 5 entitled "Pet Ownership for the Elderly and Person with Disabilities") and who want to be exempt from the provisions of these Pet Rules must provide KCHA with:
 - a) A certification that the tenant or prospective tenant or a member of his or her family is a person with a disability; and
 - b) Documentation that the animal has been trained to assist persons with that specific disability and actually assists the person with that disability.
- 22) No visiting pets are allowed.
- 23) These Pet Rules are posted in the KCHA management office and are incorporated by reference into the Lease.

KANKAKEE COUNTY (IL) HOUSING AUTHORITY

PET PERMIT AND AGREEMENT AMENDMENT OF THE DWELLING LEASE

I acknowledge that I have read, understand and agree to comply with all aspects of KCHA's Pet Policy.

I also understand that I must give to KCHA the name of an individual or Authority who will be contacted should I become incapable of caring for my pet(s) because of illness, incapacitation or death. That person or Authority is:

NAME

ADDRESS

PHONE NO.

The pet(s) I wish to keep in my dwelling unit is/are:

(1)

(2)

DESCRIPTION

DESCRIPTION

NAME

NAME

DATE

DATE

KCHA REPRESENTATIVE

RESIDENT

RESIDENT

RESIDENT