

## Chapter 10

### PETS

[24 CFR 5, Subpart C; 24 CFR 960, Subpart G]

#### INTRODUCTION

This chapter explains the PHA's policies on the keeping of pets and describes any criteria or standards pertaining to the policies. The rules adopted are reasonably related to the legitimate interest of the PHA to provide a decent, safe and sanitary living environment for all tenants, and to protect and preserve the physical condition of the property, as well as the financial interest of the PHA.

The chapter is organized as follows:

Part I: Assistance Animals. This part explains the difference between assistance animals, including service and support animals, and pets, and contains policies related to the designation of an assistance animal as well as their care and handling.

Part II: Pet policies for all developments. This part includes pet policies that are common to both elderly/disabled developments and general occupancy developments.

Part III: Pet deposits and fees for elderly/disabled developments. This part contains policies for pet deposits and fees that are applicable to elderly/disabled developments.

Part IV: Pet deposits and fees for general occupancy developments. This part contains policies for pet deposits and fees that are applicable to general occupancy developments.

#### PART I: ASSISTANCE ANIMALS

[Section 504; Fair Housing Act (42 U.S.C.); 24 CFR 5.303; 24 CFR 960.705;  
Notice FHEO 2020-01]

##### 10-I.A. OVERVIEW

This part discusses situations under which permission for an assistance animal, including service and support animals, may be denied, and establishes standards for the care of assistance animals.

There are two types of assistance animals: (1) service animals, and (2) other animals that do work, perform tasks, provide assistance, and/or provide therapeutic emotional support for individuals with disabilities (i.e., support animals).

Assistance animals, including service and support animals, are not pets and thus are not subject to the PHA's pet policies described in Parts II through IV of this chapter [24 CFR 5.303; 960.705; Notice FHEO 2020-01].

## **10-I.B. APPROVAL OF ASSISTANCE ANIMALS [Notice FHEO 2020-01]**

### **Assistance Service Animals**

Service assistance animals are not pets. They are animals that do work, perform tasks, assist, and/or provide therapeutic emotional support for individuals with disabilities. There are two types of assistance animals: (1) service animals, and (2) other animals that do work, perform tasks, provide assistance, and/or provide therapeutic emotional support for individuals with disabilities. Service assistance animals perform a range of functions for individuals who have a disability-related need for an assistance animal. These functions, include but are not limited to:

- guiding individuals who are blind or have low vision,
- alerting individuals who are deaf or hard of hearing to sounds,
- providing protection or rescue assistance,
- pulling a wheelchair,
- retrieving items,
- alerting persons to impending seizures, or
- providing emotional support to persons with disabilities who have a disability-related need for such support.

Service assistance animals are not pets, and thus, are not subject to PHA pet rules or policies, including but not limited to size, weight, and type restrictions, designated areas, and deposit requirements. An assistance service animal must be permitted in all areas of the facility where members of the public are allowed.

- If the person requesting an assistance service animal accommodation has an observable disability or if the PHA already has information giving them confirmation that the person has a disability; approval of the accommodation request may be given by the PHA without further documentation.
- If not, has the person requesting the accommodation must provide information that reasonably supports that the person seeking the accommodation has a disability and reasonably supports that the animal does work, performs tasks, provides assistance, and/or provides therapeutic emotional support with respect to the individual's disability.
  - Per Chapter 6-Income & Rent Determinations; If the Head of Household, Co-Head, or Spouse is determined to be disabled during pet accommodation process, the household status must be re-evaluated to include designation and reflect elderly/disabled deduction (if not already designated). **(6.II.C. Elderly or Disabled Family Deduction.)**

If household is requesting an assistance service animal, per Chapter 2-Accommodations, an accommodation form must be completed and signed. **(2.II.C. Request For An Accommodation)**

If approved, Head of Household will sign a Completion of Reasonable Accommodation Form. **(2.II.C. Request For An Accommodation)**

## **Assistance Support Animals (Assistance Animals other than Service Animals)**

Support assistance animals are not pets. If the animal does not qualify as an assistance service animal, the PHA must next determine whether the animal would qualify as an assistance support animal (other type of assistance animal). If the individual has indeed requested a reasonable accommodation to get or keep an animal in connection with a physical or mental impairment or disability, the PHA may use the following questions to help them assess whether to grant the accommodation in accordance with the policies outlined in Chapter 2 (the PHA is not required to grant a reasonable accommodation that has not been requested):

- If the person requesting an assistance support animal accommodation has an observable disability or if the PHA already has information giving them confirmation that the person has a disability; approval of the accommodation request may be given by the PHA without further documentation.
- If not, has the person requesting the accommodation provided information that reasonably supports that the person seeking the accommodation has a disability and reasonably supports that the animal does work, performs tasks, provides assistance, and/or provides therapeutic emotional support with respect to the individual's disability.
  - Per Chapter 6-Income & Rent Determinations; If the Head of Household, Co-Head, or Spouse is determined to be disabled during pet accommodation process, the household status must be re-evaluated to include designation and reflect elderly/disabled deduction (if not already designated). **(6.II.C. Elderly or Disabled Family Deduction.)**
- **If the individual is requesting to keep a unique animal not commonly kept in households**, then the requestor has the substantial burden of demonstrating a disability-related therapeutic need for the specific animal or the specific type of animal. Such individuals are encouraged to submit documentation from a health care professional.

### **Denial of Assistance Animal (service or support)**

A person with a disability is not automatically entitled to have an assistance animal. Reasonable accommodation requires that there is a relationship between the person's disability and his or her need for the animal [PH Occ GB, p. 179].

Before denying a reasonable accommodation request due to lack of information confirming an individual's disability or disability-related need for an animal, staff is encouraged to engage in a good-faith dialog with the requestor called the "interactive process" [FHEO 2020-01].

For an animal to be excluded from the pet policy and be considered a support animal, there must be a person with disabilities in the household, there must be a disability-related need for the animal, and the family must request and the PHA approve a reasonable accommodation in accordance with the criteria outlined in Notice FHEO 2020-01 and the policies contained in Chapter 2.

The KCKHA may not refuse to allow a person with a disability to have an assistance animal merely because the animal does not have formal training. Some, but not all, animals that assist persons with disabilities are professionally trained. Other assistance animals are trained by the owners themselves and, in some cases, no special training is required. The question is whether or

not the animal performs the assistance or provides the benefit needed by the person with the disability [PH Occ GB, p. 178].

The Fair Housing Act does not require a dwelling to be made available to an individual whose tenancy would constitute a direct threat to the health or safety of other individuals or would result in substantial physical damage to the property of others.

The KCKHA may therefore refuse a reasonable accommodation for an assistance animal if the specific animal poses a direct threat that cannot be eliminated or reduced to an acceptable level through the actions the individual takes to maintain or control the animal (e.g., keeping the animal in a secure enclosure).

While most requests for reasonable accommodations involve one animal, requests sometimes involve more than one animal (for example, a person has a disability-related need for both animals, or two people living together each have a disability-related need for a separate assistance animal). The decision-making process in Notice FHEO 2020-01 should be used in accordance with the reasonable accommodation policies in Chapter 2 for all requests for exceptions or modifications to the PHA's rules, policies, practices, and procedures so that persons with disabilities can have assistance animals in the housing where they reside.

KCKHA does have the authority to regulate service animals and assistance animals under applicable federal, state, and local law [24 CFR 5.303(b)(3); 960.705(b)(3)].

#### PHA Policy

- There is reliable objective evidence that the animal poses a direct threat to the health or safety of others that cannot be reduced or eliminated by a reasonable accommodation
- There is reliable objective evidence that the animal would cause substantial physical damage to the property of others
- There is not a disability-related need for the animal

### **10-I.C. CARE AND HANDLING**

HUD regulations do not affect any authority a PHA may have to regulate assistance animals, including service animals, under federal, state, and local law [24 CFR 5.303; 24 CFR 960.705].

#### PHA Policy

- Residents are responsible for feeding, maintaining, providing veterinary care, and controlling their assistance animals. A resident may do this on his or her own or with the assistance of family, friends, volunteers, or service providers.
- Residents must care for assistance animals in a manner that complies with state and local laws, including anti-cruelty laws.
- Residents must ensure that assistance animals do not pose a direct threat to the health or safety of others, or cause substantial physical damage to the development, dwelling unit, or property of other residents.
- When a resident's care or handling of an assistance animal violates these policies, the KCKHA will consider whether the violation could be reduced or eliminated

by a reasonable accommodation. If the KCKHA determines that no such accommodation can be made, the KCKHA may withdraw the approval of a particular assistance animal.

## **PART II: PET POLICIES FOR ALL DEVELOPMENTS**

[24 CFR 5, Subpart C; 24 CFR 960, Subpart G]

### **10-II.A. OVERVIEW**

The purpose of a pet policy is to establish clear guidelines for ownership of pets and to ensure that no applicant or resident is discriminated against regarding admission or continued occupancy because of ownership of pets. It also establishes reasonable rules governing the keeping of common household pets. This part contains pet policies that apply to all developments.

### **10-II.B. MANAGEMENT APPROVAL OF PETS**

#### **Registration of Pets**

PHAs may require registration of the pet with the PHA [24 CFR 960.707(b)(5)].

##### KCKHA Policy

- Pets must be registered with the KCKHA before they are brought onto the premises.
- Registration includes documentation signed by a licensed veterinarian or state/local authority that the pet has received all inoculations required by state or local law, and that the pet has no communicable disease(s) and is pest-free. This registration must be renewed annually and will be coordinated with the annual reexamination date.
- Pets will not be approved to reside in a unit until completion of the registration requirements.

#### **Refusal to Register Pets**

##### KCKHA Policy

- The KCKHA will refuse to register a pet if:
  - The pet is not *a common household pet* as defined in Section 10-II.C. below
  - Keeping the pet would violate any pet restrictions listed in this policy
  - The pet owner fails to provide complete pet registration information, or fails to update the registration annually
  - The applicant has previously been charged with animal cruelty under state or local law; or has been evicted, had to relinquish a pet or been prohibited from future pet ownership due to pet rule violations or a court order
  - The KCKHA reasonably determines that the pet owner is unable to keep the pet in compliance with the pet rules and other lease obligations. The

pet's temperament and behavior may be considered as a factor in determining the pet owner's ability to comply with provisions of the lease.

- If the KCKHA refuses to register a pet, a written notification will be sent to the pet owner within 10 business days of the PHA's decision. The notice will state the reason for refusing to register the pet and will inform the family of their right to appeal the decision in accordance with the PHA's grievance procedures.

### **Lease Addendum & Pet Agreement**

#### KCKHA Policy

- Residents who have been approved to have a pet must sign a Lease Addendum and enter into a pet agreement with the KCKHA, or the approval of the pet will be withdrawn.
- The Lease Addendum is the resident's agreement to comply with pet ownership policies and rules as part of their Dwelling Lease.
- The pet agreement is the resident's certification that he or she has received a copy of the KCKHA's pet policy and applicable house rules, that he or she has read the policies and/or rules, understands them, and agrees to comply with them.
- The resident further certifies by signing the pet agreement that he or she understands that noncompliance with the KCKHA's pet policy and applicable house rules may result in the withdrawal of KCKHA approval of the pet or termination of tenancy.

### **10-II.C. STANDARDS FOR PETS [24 CFR 5.318; 960.707(b)]**

PHAs may establish reasonable requirements related to pet ownership including, but not limited to:

- Limitations on the number of animals in a unit, based on unit size
- Prohibitions on types of animals that are classified as dangerous, per state and local law
- Prohibitions on individual animals, based on certain factors, including the size and weight of the animal
- Requiring pet owners to have their pets spayed or neutered
- may not require pet owners to have any pet's vocal cords removed.
- may not require pet owners to obtain or carry liability insurance.
- may not require that cats be declawed.

#### **Definition of "Common Household Pet"**

There is no regulatory definition of common household pet for public housing programs, although the regulations for pet ownership in both elderly/disabled and general occupancy developments use the term. The regulations for pet ownership in elderly/disabled developments expressly authorize PHAs to define the term [24 CFR 5.306(2)].

### KCKHA Policy

*Common household pet* means a domesticated animal, such as a dog, cat, bird, or fish that is traditionally recognized as a companion animal and is kept in the home for pleasure rather than commercial purposes.

The following animals are not considered common household pets:

- Reptiles
- Rodents
- Insects
- Arachnids
- Wild animals or feral animals
- Pot-bellied pigs
- Animals used for commercial breeding

### **Pet Restrictions**

#### KCKHA Policy

The following animals are not permitted:

- Any animal whose adult weight will exceed space of apartment
- Number of pets may be restricted if exceeds space of apartment
- Any animal not permitted under state or local law or code

### **Number of Pets**

#### KCKHA Policy

- Residents may own a maximum of 2 pets, only 1 of which may be a dog.
- In the case of fish, residents may keep no more than can be maintained in a safe and healthy manner in a tank holding up to 10 gallons. Such a tank or aquarium will be counted as 1 pet.

### **Other Requirements**

#### KCKHA Policy

- Dogs and cats must be spayed or neutered at the time of registration or, in the case of underage animals, within 30 days of the pet reaching 6 months of age. Exceptions may be made upon veterinary certification that subjecting this pet to the procedure would be temporarily or permanently medically unsafe or unnecessary.
- Pets must be licensed in accordance with state or local law. Residents must provide proof of licensing at the time of registration and annually, in conjunction with the resident's annual reexamination.

## **10-II.D. PET RULES**

Pet owners must maintain pets responsibly, in accordance with PHA policies, and in compliance with applicable state and local public health, animal control, and animal cruelty laws and regulations [24 CFR 5.315; 24 CFR 960.707(a)].

### **Pet Area Restrictions**

#### KCKHA Policy

- Pets must be maintained within the resident's unit. When outside of the unit (within the building or on the grounds) dogs and cats must be kept on a leash or carried. They must be always under the control of the resident or other responsible individual.
- Pets other than dogs or cats must be kept in a cage or carrier when outside of the unit.
- Pets are not permitted in common areas including lobbies, community rooms and laundry areas except for those common areas which are entrances to and exits from the building.
- Pet owners are not permitted to exercise pets or permit pets to deposit waste on project premises outside of the areas designated for such purposes.
- Pets are not allowed on site playground areas

### **Designated Pet/No-Pet Areas [24 CFR 5.318(g), PH Occ GB, p. 182]**

#### KCKHA Policy

- Except for common areas as described in the previous policy, the KCKHA has not designated any buildings, floors of buildings, or sections of buildings as no-pet areas. In addition, the PHA has not designated any buildings, floors of buildings, or sections of buildings for residency of pet-owning tenants.

### **Cleanliness**

#### KCKHA Policy

- The pet owner shall be responsible for the removal of waste from yards, public access areas and other areas maintained by the KCKHA.
- The pet owner shall take adequate precautions to eliminate any pet odors within or around the unit and to always maintain the unit in a sanitary condition.
- Litter box requirements:
  - Pet owners must promptly dispose of waste from litter boxes and must maintain litter boxes in a sanitary manner.
  - Litter shall not be disposed of by being flushed through a toilet.
  - Litter boxes shall be kept inside the resident's dwelling unit.

### **Alterations to Unit**



### KCKHA Policy

- Pet owners shall not alter their unit, patio, premises or common areas to create an enclosure for any animal.
- Installation of pet doors is prohibited.

### **Noise**

#### KCKHA Policy

- Pet owners must agree to control the noise of pets so that such noise does not constitute a nuisance to other residents or interrupt their peaceful enjoyment of their housing unit or premises. This includes, but is not limited to loud or continuous barking, howling, whining, biting, scratching, chirping, or other such activities.

### **Pet Care**

#### KCKHA Policy

- Each pet owner shall be responsible for adequate care, nutrition, exercise and medical attention for his/her pet.
- Each pet owner shall be responsible for appropriately training and caring for his/her pet to ensure that the pet is not a nuisance or danger to other residents and does not damage KCKHA property.
- No animals may be tethered or chained inside or outside the dwelling unit at any time.

### **Responsible Parties**

#### KCKHA Policy

- The pet owner will be required to designate two responsible parties for the care of the pet if the health or safety of the pet is threatened by the death or incapacity of the pet owner, or by other factors that render the pet owner unable to care for the pet.
- A resident who cares for another resident's pet must notify the KCKHA and sign a statement that they agree to abide by all of the pet rules.

### **Pets Temporarily on the Premises**

#### KCKHA Policy

- Pets that are not owned by a tenant are not allowed on the premises. Residents are prohibited from feeding or harboring stray animals.
- This rule does not apply to visiting pet programs sponsored by a humane society or other non-profit organizations and approved by the KCKHA.

## **Pet Rule Violations**

### KCKHA Policy

- All complaints of cruelty and all dog bites will be referred to animal control or an applicable agency for investigation and enforcement.
- If a determination is made on objective facts supported by written statements, that a resident/pet owner has violated the pet rules, written notice will be served.
- The notice will contain a brief statement of the factual basis for the determination and the pet rule(s) that were violated. The notice will also state:
  - That the pet owner has 10 business days from the effective date of the service of notice to correct the violation or make written request for a meeting to discuss the violation
  - That the pet owner is entitled to be accompanied by another person of his or her choice at the meeting
  - That the pet owner's failure to correct the violation, request a meeting, or appear at a requested meeting may result in initiation of procedures to remove the pet, or to terminate the pet owner's tenancy

## **Notice for Pet Removal**

### KCKHA Policy

- If the pet owner and the KCKHA are unable to resolve the violation at the meeting or the pet owner fails to correct the violation in the time period allotted by the HA, the KCKHA may serve notice to remove the pet.
- The notice will contain:
  - A brief statement of the factual basis for the KCKHA's determination of the pet rule that has been violated
  - The requirement that the resident /pet owner must remove the pet within 30 calendar days of the notice
  - A statement that failure to remove the pet may result in the initiation of termination of tenancy procedures

## **Pet Removal**

### KCKHA Policy

- If the death or incapacity of the pet owner threatens the health or safety of the pet, or other factors occur that render the owner unable to care for the pet, the situation will be reported to the responsible party designated by the pet owner.
- If the responsible party is unwilling or unable to care for the pet, or if the KCKHA after reasonable efforts cannot contact the responsible party, the KCKHA may contact the appropriate state or local agency and request the removal of the pet.

- If the responsible party has moved out and left the pet, after reasonable efforts to contact the responsible party or designated party, the KCKHA may contact the appropriate state or local agency and request the removal of the pet.

### **Termination of Tenancy**

#### KCKHA Policy

- The KCKHA may initiate procedures for termination of tenancy based on a pet rule violation if:
  - The pet owner has failed to remove the pet or correct a pet rule violation within the time period specified
  - The pet rule violation is sufficient to begin procedures to terminate tenancy under terms of the lease

### **Emergencies**

#### KCKHA Policy

- The KCKHA will take all necessary steps to ensure that pets that become vicious, display symptoms of severe illness, or demonstrate behavior that constitutes an immediate threat to the health or safety of others, are immediately removed from the premises by referring the situation to the appropriate state or local entity authorized to remove such animals.
- If it is necessary for the KCKHA to place the pet in a shelter facility, the cost will be the responsibility of the pet owner.
- If the pet is removed as a result of any aggressive act on the part of the pet, the pet will not be allowed back on the premises.

## **PART III: PET DEPOSITS AND FEES IN ELDERLY/DISABLED DEVELOPMENTS**

### **10-III.A. OVERVIEW**

This part describes the KCKHA's policies for pet deposits and fees in elderly, disabled and mixed population developments. Policies governing deposits and fees in general occupancy developments are described in Part IV.

### **10-III.B. PET DEPOSITS**

#### **Payment of Deposit**

The KCKHA may require tenants who own or keep pets in their units to pay a refundable pet deposit. This deposit is in addition to any other financial obligation generally imposed on tenants of the project [24 CFR 5.318(d)(1)].

The pet deposit is not part of the rent payable by the resident [24 CFR 5.318(d)(5)].

#### KCKHA Policy

- Pet owners are required to pay a pet deposit in addition to any other required deposits. The amount of the deposit is \$100.00 and must be paid in full before the pet is brought on the premises.

- Pet owners are required to pay a non-refundable pet fee of \$75.00 and must be paid in full before the pet is brought on the premises.
- An initial \$50.00 towards the pet deposit and non-refundable pet fee will be required when the pet is brought into the unit and subsequent monthly payments of \$10.00 per month until the full amount of deposit and fee is accumulated.

### **Refund of Deposit [24 CFR 5.318(d)(1)]**

The KCKHA may use the pet deposit only to pay reasonable expenses directly attributable to the presence of the pet, including (but not limited to) the costs of repairs and replacements to, and fumigation of, the tenant's dwelling unit. The KCKHA must refund the unused portion of the pet deposit to the tenant within thirty days after the tenant moves from the project or no longer owns or keeps a pet in the unit.

#### KCKHA Policy

- The KCKHA will refund the pet deposit to the resident, less the costs of any damages caused by the pet to the dwelling unit, within 30 days of move-out or removal of the pet from the unit.
- The resident will be billed for any amount that exceeds the pet deposit.
- The KCKHA will provide the resident with a written list of any charges against the pet deposit within 10 business days of the move-out inspection. If the resident disagrees with the amount charged to the pet deposit, the KCKHA will provide a meeting to discuss the charges.

## **10-III.C. OTHER CHARGES**

### **Pet-Related Damages During Occupancy**

#### KCKHA Policy

- All reasonable expenses incurred by the KCKHA 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
  - Repairs to common areas of the project
- The expense of flea elimination shall also be the responsibility of the resident.
- If the resident is in occupancy when such costs occur, the resident shall be billed for such costs in accordance with the policies in Section 8-I.G, Maintenance and Damage Charges. Pet deposits will not be applied to the costs of pet-related damages during occupancy.
- Charges for pet-related damage are not part of rent payable by the resident.

### **Pet Waste Removal Charge**

The regulations do not address the PHA's ability to impose charges for house pet rule violations. However, charges for violation of PHA pet rules may be treated like charges for other violations of the lease and PHA tenancy rules.

#### PHA Policy

- A separate pet waste removal charge of \$10.00 and labor cost per occurrence will be assessed against pet owners who fail to remove pet waste in accordance with this policy.
- Notices of pet waste removal charges will be in accordance with requirements regarding notices of maintenance charge(s). Charges are due and payable 14 calendar days after billing. If the family requests a grievance hearing within the required timeframe, the KCKHA may not take action for nonpayment of the charge until the conclusion of the grievance process.
- Charges for pet waste removal are not part of rent payable by the resident.

### **PART IV: PET DEPOSITS AND FEES IN GENERAL OCCUPANCY DEVELOPMENTS**

#### **10-IV.A. OVERVIEW**

This part describes the KCKHA's policies for pet deposits and fees for those who reside in general occupancy developments.

#### **10-IV.B. PET DEPOSITS**

A PHA may require a refundable pet deposit to cover additional costs attributable to the pet and not otherwise covered [24 CFR 960.707(b)(1)].

#### **Payment of Deposit**

##### KCKHA Policy

- Pet owners are required to pay a pet deposit of \$100.00 in addition to any other required deposits. The deposit must be paid in full before the pet is brought on the premises.
- The pet deposit is not part of rent payable by the resident.

#### **Refund of Deposit**

##### KCKHA Policy

- The KCKHA will refund the pet deposit to the resident, less the costs of any damages caused by the pet to the dwelling unit, within 30 days of move-out or removal of the pet from the unit.
- The resident will be billed for any amount that exceeds the pet deposit.
- The KCKHA will provide the resident with a written list of any charges against the pet deposit within 10 business days of the move-out inspection. If the resident disagrees with the amount charged to the pet deposit, the KCKHA will provide a meeting to discuss the charges.

### **10-IV.C. NON-REFUNDABLE NOMINAL PET FEE**

PHAs may require payment of a non-refundable nominal pet fee to cover the reasonable operating costs to the development relating to the presence of pets [24 CFR 960.707(b)(1)].

#### KCKHA Policy

- The PHA requires pet owners to pay a non-refundable nominal pet fee of \$75.00.
- This fee is intended to cover the reasonable operating costs to the project relating to the presence of pets. Reasonable operating costs to the project relating to the presence of pets include, but are not limited to:
  - Landscaping costs
  - Pest control costs
  - Insurance costs
  - Clean-up costs
- The non-refundable fee must be paid in full before the pet is brought on the premises.
- Charges for the non-refundable pet fee are not part of rent payable by the resident.

### **10-IV.D. OTHER CHARGES**

#### **Pet-Related Damages During Occupancy**

#### KCKHA Policy

- All reasonable expenses incurred by the KCKHA 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
  - Repairs to common areas of the project
  - The expense of flea elimination shall also be the responsibility of the resident.
- If the resident is in occupancy when such costs occur, the resident shall be billed for such costs in accordance with the policies in Section 8-I.G, Maintenance and Damage Charges. Pet deposits will not be applied to the costs of pet-related damages during occupancy.
- Charges for pet-related damage are not part of rent payable by the resident.

#### **Pet Waste Removal Charge**

The regulations do not address the PHA's ability to impose charges for house pet rule violations. However, charges for violation of PHA pet rules may be treated like charges for other violations of the lease and PHA tenancy rules.

#### PHA Policy

- A separate pet waste removal charge of \$10.00 and cost of labor per occurrence will be assessed against pet owners who fail to remove pet waste in accordance with this policy.
- Notices of pet waste removal charges will be in accordance with requirements regarding notices of maintenance charge(s). Charges are due and payable 14 calendar days after billing. If the family requests a grievance hearing within the required timeframe, the KCKHA may not take action for nonpayment of the charge until the conclusion of the grievance process. Charges for pet waste removal are not part of rent payable by the resident.