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*****Public Notice*****

Lee County Housing Authority has updated its Pet Policy. This is an administrative change brought on by the passing of a new law. Attached is Chapter 10 with the update.



Chapter 10

PET POLICY
[24 CFR 5.309]INTRODUCTION

PHA's have some discretion in the development of policies pertaining to the keeping of pets in public housing units. This Chapter explains LCHA'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 LCHA to provide a decent, safe and sanitary living environment for all tenants, to protecting and preserving the physical condition of the property, and to preserve the financial interest of LCHA.

The purpose of this policy is to establish LCHA'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 ownership of pets. LCHA also establishes reasonable rules governing the keeping of common household pets.

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 service animal.

In accordance with Section 526 of the Quality Housing and Work Responsibility Act of 1998 (QHWRA), Housing Authority of the City of Fort Myers, Florida (LCHA) 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 LCHA owned properties.

A common household pet, for the purposes of LCHA's conventional housing program: A domesticated animal, such as a dog, cat, bird, 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. This definition shall not include animals that are used to assist persons with disabilities.

Residents may own up to two pets as defined in this policy. If one of the pets is a dog or cat, the second pet must be contained in a cage or an aquarium for fish. Each bird or other animal, other than fish, shall be counted as one pet.

A. EXCLUSION FOR ANIMALS THAT ASSIST PERSONS WITH DISABILITIES

LCHA's Pet Policy shall neither apply to animals that are used to assist persons with disabilities and their assistance animals, who visit LCHA's developments and dwelling units. 24 CFR 5; 24 CFR 960.705. LCHA must grant this exclusion if the following is provided:

- The resident or prospective resident verifies that they are persons with disabilities by completing LCHA's reasonable accommodation process.

- The animal has been trained to assist persons with the specific disability (example, guide dog); and
- The animal actually assists the person with a disability.

Companion Service Animal

Distinction is hereby given to "companion animals" and "service 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."

A "service animal" means any guide dog, signal dog, or other animal individually trained to provide assistance to an individual with a disability. Service 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 LCHA's reasonable accommodation process.

LCHA 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.

Upon receipt of verifications, LCHA will approve the animal.

Residents requiring more than one pet as either a "companion animal" or "service animal" must request the animal by completing LCHA's reasonable accommodation process.

B. MANDATORY RULES FOR RESIDENTS WITH PETS

In accordance with 24 CFR 960.707, LCHA 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 LCHA prior to bringing the common household pet, (hereinafter referred to as "pet") on the premises. The pet request shall be made on the standard form "Pet Occupancy Request/Registration Form."
2. Registration of the pet shall include a photograph being taken by the LCHA 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.

Dogs

1. 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.
2. Doghouses located outside any dwelling unit are prohibited.

Cats

1. The weight of a cat cannot exceed ten (10) pounds (fully-grown). Cats must also be declawed at the front paws by three (3) months of age. Evidence of declawing must be provided to LCHA from a licensed veterinarian and/or staff of the Humane Society.
2. 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 shall not permit refuse from litter boxes to accumulate, become odorous, to become unsightly, or unsanitary.
3. 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.

Dog/Cat-Spading 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.

1. Maximum number: 1
2. Must be enclosed in a cage at all times.

Fish

If the pet is fish, the aquarium must be twenty (20) gallons or less, and 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 shall 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)

1. Maximum number 1
2. 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.

Inoculations Vaccinations

The pet(s) must have received rabies and distemper inoculations or boosters, as applicable. The resident shall provide the LCHA 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

1. Licensing of all dogs and cats shall be required in accordance with applicable State and local law on an annual basis. The dog must always wear a license with owner's name, address and telephone number.

2. In the event that applicable State or local law changes with reference to licensing of any and all pets, LCHA will require its residents to comply upon appropriate notice.

Sanitary Conditions

The pet rules shall prescribe sanitary standards to govern the disposal of pet waste.

These rules are as follows:

- Resident shall 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 \$25.00 charge per incident.
- Each time a pet owner fails to remove pet waste in accordance with this rule, a \$25.00 charge will be levied to the resident's account.
- Conditions outlined in Cats #2, above, pertaining to cat waste shall also prevail.

General Provisions

1. All pets must be housed within the unit and no facilities can be constructed outside of the unit for any pet.
2. Costs incurred by LCHA 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.
3. Pet(s) shall not disturb, interfere or diminish the peaceful enjoyment of other residents. The terms, "disturb, interfere or diminish" shall 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 LCHA will terminate this authorization if a pet disturbs other residents under this section of the lease addendum. The resident will be given one week to make other arrangements for the care of the pet or the dwelling lease will be terminated.

4. 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.
5. Pets may not be bred or used for any commercial purposes on LCHA property.

C. CONTROL OF THE ANIMAL

1. No animal shall 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.
2. 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. LCHA staff will contact the local Humane Society or dog warden in the event pets are found to be unleashed, or leashed and unattended, on LCHA property. It shall be the responsibility of the resident to reclaim the pet and at the expense of the resident.
3. The resident pet owner shall have canine pets restrained so that maintenance can be performed in the dwelling unit. The resident shall whenever an inspection or maintenance is scheduled, either be at home or shall have all animals restrained or caged. If a maintenance person enters an apartment where an animal is not restrained, maintenance shall not be performed, and the resident pet owner shall be charged a fee of \$25.00. If the situation again occurs, the pet shall 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 shall be the responsibility of the resident pet owner to reclaim the pet at the expense of the resident. The Housing Authority shall 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 LCHA staff that a pet has been left unattended for more than a ten- (10) hour period, LCHA 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. LCHA will forbid the following kinds of animals from being kept as pets on any

of its properties: Any species kept for the purpose of training for fighting or wagering of bets (i.e. roosters for "cockfighting", etc.). LCHA forbids the keeping of animals that have had their vocal cords cut, by a process commonly known as "debarking."

2. Exotic pets or barnyard animals are prohibited. (Snakes, Lizards and other reptiles are considered exotic pets.)
3. Animals who would be allowed to produce offspring.
4. Wild animals, feral animals, and any other animals that are un-amenable to routine human handling.
5. Animals of species commonly used on farms. (chickens, roosters, sheep etc.)
6. Non-human primates.
7. Animals whose climatologically needs cannot be met in the unaltered environment of the individual dwelling unit.
8. Pot-bellied pigs.
9. Spiders, and Ant Farms.
10. The following restrictions apply to pets, based on weight, size and inherent dangerousness, including prohibitions against the keeping of:
 - o Ferrets or other animals whose natural protective mechanisms pose a risk to small children of serious bites and lacerations.
 - o Hedgehogs or other animals whose protective instincts and natural body armor produce a risk to children of serious puncture injuries.
 - o Chicks or other animals that pose a significant risk of salmonella infection to those who handle them.
 - o 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

LCHA 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. LCHA 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 LCHA 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:

- LCHA 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, LCHA shall 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 LCHA representative shall discuss any alleged Pet Policy violation and attempt to correct it. LCHA 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 LCHA are unable to resolve the Pet Policy violation at the pet rule violation private conference, or if a representative of LCHA staff determines that the pet owner has failed to correct the Pet Policy violation within any additional time provided herein, the LCHA 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 five (5) calendar days 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.

Initiation of Procedures to Remove a Pet or Terminate the Pet Owner's Tenancy LCHA may not initiate procedures to terminate a pet owner's tenancy based on a Pet Policy violation, unless:

1. 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
2. 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.

LCHA may initiate procedures to remove a pet under 24 CFR 5.327 (threat to health and safety) at any time, in accordance with the provisions of applicable State or local law.

G. SCHEDULE OF PET DEPOSITS DEPOSIT SCHEDULE

(One Time Deposit is required for each pet at the time of registration)

Type of Pet	Deposit
Dog	\$250
Cat	\$250
Fish Aquarium	\$0
Fish Bowl (Requires no power and no larger than two gallons)	\$0
Caged Pets (Birds, Gerbils, Hamsters, Guinea Pig, & Turtles)	\$0

Note: The above schedule is applicable for each pet; therefore, if a resident pet owner has more than one pet he or she must pay the applicable deposit for each pet.

ALL PET AGREEMENTS SIGNED WITH RESIDENTS OF LCHA PRIOR TO THE ADOPTION OF THIS POLICY (8/1/2006) ARE NOT SUBJECT TO PAYING ADDITIONAL DEPOSIT AMOUNTS.

RESIDENTS SIGNING PET POLICY ADDENDUM'S FOLLOWING THE ADOPTION OF THIS POLICY WILL BE SUBJECT TO PAYING DEPOSITS FOR ANY NEW OR ADDITIONAL PETS.

No pet shall be allowed in the unit prior to the completion of the terms of this Pet Policy.

The pet deposit made shall be utilized to offset damages caused by the pet and/or tenant. Any balance, if any, from the deposit will be refunded to the tenant.

Pet Deposits

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

- o An initial payment of \$50 on or prior to the date the pet is properly registered and brought into the apartment, and;
- o Monthly payments in an amount no less than \$50 until the specified deposit has been paid.
- o Senior Residents age 62 or older may make monthly payments in an amount of \$10 until the specific deposit has been paid.
- o LCHA reserves the right to change or increase the required deposit by amendment to these rules.
- o LCHA 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.
- o LCHA 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 less any damage caused by the pet to the dwelling unit.
- o LCHA 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, LCHA will provide a meeting to discuss the charges.

All reasonable expenses incurred by LCHA as a result of damages directly attributable to the presence of the pet in the project will be the responsibility of the resident, including:

- o The cost of repairs and replacements to the resident's dwelling unit;
- o Fumigation of the dwelling unit;
- o 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 LCHA 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 shall 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 shall be considered to be a violation of the lease (a serious violation) and the LCHA will issue a termination notice in accordance with of the dwelling lease. The resident pet owner will be entitled to a grievance hearing in accordance with the provisions of the dwelling lease.