

HOUSING AUTHORITY OF THE CITY OF OMAHA & HOUSING IN OMAHA, INC.

**PET, SERVICE ANIMAL AND SUPPORT ANIMAL RULES**

The following describes OHA's policies on the keeping of pets. OHA has a duty 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 OHA. Residents of every OHA development are permitted to own and keep common household pets, in accord with OHA policies and these rules.

In addition, persons with disabilities have the right under fair housing and civil rights laws to own and keep a service animal or support animal when the animal is necessary due to disability-related needs. Residents must request approval through OHA's accommodation of disabilities process for an animal to be considered a service animal or support animal. Service animals and support animals are not considered pets and thus are exempted from certain pet policies. With the exceptions stated below, owners of service animals or support animals are required to follow OHA's policies and these rules. Persons with disabilities may request an accommodation of disabilities from any OHA staff or at any OHA office.

**Animals Permitted as Pets:** Residents may own a maximum of 2 types of pets, only 1 of which may be a dog or cat. Animals that are permitted as pets include the following:

- **Dogs:** Maximum number: one. Maximum adult weight: 25 pounds. Must be housebroken. OHA will not approve any dogs restricted by Omaha city code Section 6-163
- **Cats:** Maximum number: one. Must be trained to use a litter box.
- **Birds:** Maximum number: two. Birds must be enclosed in a cage at all times.
- **Fish:** Maximum aquarium size: 20 gallons.
- **Hamsters, Gerbils, and Guinea Pigs:** Maximum number: two. Must be enclosed in an acceptable cage at all times. Must have all inoculations as required by state or local law.

**Restrictions on Animals Permitted:** Animals that are not permitted as pets include:

- Rabbits; chickens, reptiles; mice, rats, and other rodents (with the exception of hamsters, gerbils, and guinea pigs); insects; arachnids; wild animals or feral animals; pot-bellied pigs
- Animals used for commercial breeding
- Any animal whose adult weight will exceed 25 pounds
- Ferrets or other animals whose natural protective mechanisms pose a risk to small children of serious bites or lacerations
- Any animal not permitted under state or local law or code

**Registration for Dogs & Cats (Including Service Animals & Support Animals):**

- Every dog and cat be registered with OHA before it is brought onto OHA premises. This requirement applies to service animals and support animals, as well as pets. The following documentation is required for OHA registration:
  - Completed OHA pet registration form
  - Proof of the animal's current licensing with the Nebraska Humane Society
  - Documentation signed by a licensed veterinarian or state or local authority that the pet has received all inoculations required by state or local law and that the pet is spayed or neutered (or in the case of underage animals, within 30 days of the pet reaching 6 months of age). The requirement to be spayed or neutered only applies to pets, not apply to service or support animals
- Documentation must be renewed annually in April of each year.

### Denial of Pet Approval:

- OHA will not approve a pet if:
  - The pet does not meet OHA's pet standards for type and number of pets
  - Keeping the pet would violate any pet restrictions listed in these policies
  - The pet owner fails to provide complete pet registration information, or fails to update the registration annually
  - The pet owner has failed to properly care for an animal or manage pet ownership responsibilities, including but not limited to evidence that the pet owner has previously been charged with animal cruelty under state or local law; or has been evicted, had to relinquish a pet, or has been prohibited from future pet ownership due to pet rule violations or a court order
  - 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 OHA refuses to approve a pet, OHA will provide written notice of the refusal. The notice will state the reason for refusing to register the pet and will inform the family of their right to appeal the decision

### Deposits, Fees, & Other Charges:

- **Deposits:** For dogs & cats that are pets, OHA requires a refundable pet deposit of \$200. The pet deposit does not apply to service animals and assistance animals.
  - The pet deposit shall be applied only to expenses directly attributable to the presence of the pet and will not be applied to other non-pet maintenance charges or damages. No refund of the pet deposit will be made until the dwelling unit has been inspected by OHA.
- **Pet Fees:** In general occupancy developments, OHA also requires a pet fee of \$10/mo. The pet deposit & pet fee do not apply to service animals and assistance animals.
- **Pet Related Damages:**
  - Charges for pet waste removal (\$20.00 per occurrence)
  - The cost of repairs and replacements to the resident's dwelling unit
  - Repairs to common areas of the project
  - Flea and pest elimination

### Rules for Care and Management of Animals

1. **Threats to Health, Safety, & Welfare of Others:** OHA will not approve any animal, and may require the removal of any animal, when OHA has reliable objective evidence that the specific animal would pose a direct threat to the health, safety, or welfare of others.
2. **Cleaning Up After Your Animal:** Residents are responsible for cleaning up after their animals to minimize unsanitary conditions and nuisance to the community. Residents must immediately clean up after their animals defecate. This includes any common areas and public spaces of OHA property, as well as neighboring properties and public space. Residents must promptly dispose of waste from litter boxes and must maintain litter boxes in a sanitary manner.
3. **Sanitary Conditions & Noise Nuisance:** Residents must maintain sanitary conditions in their units, and may not permit unsanitary conditions, odors, pests, or other conditions that threaten health, safety, or welfare. Residents must control the noise of their animals so that such noise does not constitute a nuisance to other residents.
4. **Alterations to Unit or Property:** Residents may not alter their unit or premises without prior approval from OHA. Installation of pet doors is expressly prohibited.
5. **Animals Temporarily on the Premises:** OHA does not permit residents to temporarily care for an animal unless the animal has been approved and registered with OHA.

6. **Where Animals are Permitted:** Pets are permitted only in the resident's unit, in outdoor areas where pet exercise is permitted, and in those common areas necessary to convey a pet between the unit and the pet exercise area. Pets are not permitted in other common areas of OHA premises. Service animals and assistance animals are permitted in any common areas of the housing premises where their resident owners are permitted. Service animals, as defined by the ADA, are permitted in any area where members of the public are permitted. A tenant's guest who requires a service animal may bring the service animal into any area where the guest is permitted, provided the guest is in the company of an OHA resident. OHA may require certification of the service animal's status. The OHA tenant is responsible for their guests at all times, including their guests' service animals.
7. **Guests' Animals:** Guests are not permitted to bring any animals, including assistance animals, onto OHA premises without OHA's prior approval. Service animals are exempted as stated below.
8. **Restraint of Animals in Common Areas:** Any time that an animal is outside of the resident's unit on OHA premises, it must be kept on a leash or carried or in an appropriate cage or carrier, and it must be under the control of the resident or other responsible individual at all times. In some cases, owners of service animals may require alternate methods of control, but must maintain control of the animal at all times.
9. **Restraint & Tethering of Dogs Outdoors:** City code requires all dogs to be securely restrained or tethered or controlled. OHA does not permit any dog to be tethered or chained outdoors for any period of time unless it is accompanied by an adult family member. Dogs may be tethered or chained outdoors only in a location where the dog is permitted.
10. **Restraint of Dogs Required When OHA Needs to Access the Unit:** When OHA needs to access the resident's unit for maintenance or inspections or other purposes, dogs must be restrained in a crate or separate room or otherwise under the effective control by an adult.

#### **Violations of Policies and Emergencies**

- Upon 48 hours' notice to the tenant, OHA may enter and inspect the premises during reasonable hours to ensure the resident is compliant with OHA policies and lease requirements. In addition, OHA shall have the right to enter a dwelling unit without notice in situations deemed to be an emergency.
- OHA 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 referred to the appropriate state or local entity authorized to remove such animals. If an animal is removed as a result of any aggressive act on the part of the animal, the animal will not be allowed back on the premises.
- If the death or incapacity of the owner threatens the health or safety of an animal, or other factors occur that render the owner unable to care for the animal, the situation will be reported to the responsible party designated as an emergency contact by the owner. If the responsible party is unwilling or unable to care for the animal, or if OHA after reasonable efforts cannot contact the responsible party, OHA may contact the appropriate state or local agency and request the removal of the animal.
- Violations of these policies may constitute grounds for termination of a tenant's lease. In addition, OHA may revoke its approval of a particular animal, and require that the animal be removed from the premises, at any time that the resident fails to comply with these policies and the presence of the animal interferes with the health, safety, or peaceful enjoyment of the property by other tenants, OHA staff, or members of the public.