

Chapter 10

PETS

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

Tenants may own and keep common household pets in DMMHA owned and/or operated units. A common household pet is defined as 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 (with the exception of turtles DMMHA does not allow reptiles to be kept in leased units). For the purposes of this section, service/companion animals will not be considered pets.

The following process shall be followed by the tenant to obtain permission to house a pet on the leased premises.

A. WRITTEN NOTIFICATION

Prior to housing any pet on the premises, the resident shall notify the DMMHA of his/her intent to bring animal pet into the leased unit. The written notification must include a description of the pet which includes type, breed, and adult weight.

B. SIGNING OF DOCUMENTS

1. Upon receipt of the written notification that includes a description of an approvable pet, the DMMHA will send to the tenant a letter setting an appointment to sign this pet policy.
 - A) If the description of the pet indicates that the animal would not meet this policy, the DMMHA will send to the tenant a letter denying the ability to have the described pet.
2. The tenant must bring to the appointment the following items:
 - A) Proof of a current license issued by the City of Des Moines (For cats and dogs only.)
 - B) Evidence that all dogs and/or cats have been spayed or neutered.
 - C) Evidence that the pet has received current rabies and distemper inoculations or boosters if the animal is required to receive such treatment by city ordinances. (This information must be updated annually).
3. The tenant will receive full written permission from DMMHA only after all of the items required by the tenant are submitted and approved. Pets will not be approved to reside in a unit until completion and approval is completed.

C. RULES

All tenants with a pet shall comply with the following rules:

1. The tenant must pay a \$300.00 refundable pet deposit.
 - A) If the tenant is a new move in to the property, the pet deposit is to be paid in full prior to receiving possession of the property.
 - B) If the tenant is currently occupying a unit and requesting to add a pet, the pet deposit must be paid in full prior to the pet being brought onto the premises.
 - C) In the case of fish aquariums, the pet deposit is \$100.00.
 - D) Fish bowls do not require a deposit, but do require the tenant to sign this pet policy. Fish bowls are defined as containers that hold less than one gallon of water. One fish bowl per household is allowed.

Return of Pet Deposit

If the pet dies or is removed during tenancy, the DMMHA will conduct a walk-through of the unit to determine any pet damages. DMMHA will require that all carpets be cleaned by the resident or carpet cleaning will be deducted from the pet deposit per the schedule of damages.

Within thirty (30) days after the tenant(s) vacate the above property, DMMHA will mail to the tenant(s) forwarding address or last known address a pet deposit disposition detailing how the pet deposit was spent, if any, including but not limited to costs for damages or carpet cleaning. If tenant(s) are to receive any portion of the pet deposit back according to the disposition document, DMMHA will issue the check and mail to the tenant(s) forwarding address or last known address.

The pet deposit shall not be used as rent during the period of tenancy.

Pet Deposits will not be refunded to the tenant(s) prior to a walk-through inspection conducted by DMMHA of the unit for damages and/or cleanliness outside of normal wear and tear. The weight of the dog or cat may not exceed 30 pounds (adult size).

2. Fish aquariums are not to exceed a size of 10 gallons.
3. Only one pet/animal/aquarium per household is permitted. (In the case of birds, a pair would be permitted).
4. Dogs and cats must be licensed yearly with the City of Des Moines (Office of the City Clerk) and tenants must show proof of annual rabies and distemper booster inoculations at the tenant's annual re-certification appointment.
5. Vicious and/or intimidating pets will not be allowed.

6. All dogs and cats must be spayed or neutered.
7. No pet be permitted to be loose in hallways, lobby areas, Laundromats, community rooms, yards or other common areas of the facility.
 - a. Pet of any type are not permitted in Community rooms, common areas or office areas.
 - b. Pet are not permitted to be transported in any DMMHA vehicle.
8. When taken outside the unit, pet must be kept on a leash and controlled by an adult at all times.
9. Birds must be confined to a cage at all times.
10. Tenants shall not permit their pet to disturb, interfere or diminish the peaceful enjoyment of other tenants. The terms "disturb, interfere and diminish" shall include, but not be limited to, barking, howling, chirping, biting, scratching, and other similar activities.
11. Complaints of disturbances of this nature shall constitute a violation of lease and may result in the revocation of the pet permit, termination of the Dwelling Lease agreement, or both.
12. Tenants must provide litter boxes for animal waste, which must be kept in the dwelling unit. Tenants shall not permit refuse from litter boxes to accumulate nor to become unsightly or unsanitary. When disposing of litter box waste, tenant shall place waste in a bag, tie the bag, and place the bag in an appropriate garbage container.
13. Tenants are solely responsible for cleaning up pet droppings, if any, outside the unit and on facility grounds. Droppings must be disposed of by being placed in a sack and then placed in an appropriate garbage container.
14. Tenants shall take adequate precautions and measures necessary to eliminate pet odors within or around the unit and shall maintain the unit in a sanitary condition at all times.
15. If pets are left unattended for a period of twenty-four (24) hours or more, the DMMHA may enter the dwelling unit, remove the pet and transfer it to the proper authorities, subject to the provisions of Iowa state law and pertinent local ordinances. The DMMHA accepts no responsibility for the pets under such circumstances.
16. Tenants shall not alter their unit, patio or unit area, including yard, in order to create an enclosure for any pet. No pets may be housed outdoors at anytime.

17. Tenants are responsible for all damages caused by their pets including the cost of cleaning of carpets and draperies and/or fumigation of units.
 18. Tenants are prohibited from feeding or harboring stray animals. The feeding of stray animals shall constitute having a pet without the written permission of the DMMHA and is a violation of the Dwelling Lease.
 19. If any pet housed in a DMMHA facility gives birth to a litter, the tenant must remove from the premises all of said pets except the approved pet
 20. Tenant pet owners are solely responsible for the safety and health of their pet during those scheduled occasions when the dwelling units in the facility are being treated for pests. The DMMHA shall not be liable for the ill health or death of a pet as a result of the periodic pest treatment.
 21. In the event of the death of a pet, the tenant shall immediately remove and properly dispose of the remains. The remains shall not be placed in any container inside a DMMHA facility or in a container on DMMHA grounds. Remains may not be buried on DMMHA property.
 22. Tenants must identify in writing the name, address, and phone number of an alternate custodian for pets in the event of tenant illness or other absence from the dwelling unit. The identification of an alternate custodian must occur at the time the pet policy is signed by the tenant.
 23. Tenants are responsible to have all pets restrained or caged during an inspection of their dwelling unit or when maintenance is being performed by DMMHA or an assigned contractor.
 24. Pets may not be tied to any fixed object anywhere outside resident's unit
 25. Pets must be fed inside the unit. Pet food or water may not be left outside the unit at any time.
- D. The privilege of maintaining a pet in a facility owned and/or operated by the DMMHA shall be subject to the rules set forth in paragraph C above. This privilege may be revoked at any time subject to the DMMHA Administrative Grievance Procedure if the pet should become destructive, create a nuisance, represent a threat to the safety and security of other residents, or create a problem in the area of cleanliness and sanitation.
- E. Should a breach of the rules set forth in paragraph C above occur, the DMMHA may also exercise any remedy available under local, state or Federal law.

- F. If a different pet is requested (other than the one previously approved), a new pet policy will be required to be executed.
- G. Residents may keep only the pet described below, with no substitution or addition of other pets without the prior consent of DMMHA. Fish are not covered under this rule and may be replaced without notification to DMMHA, however, only one 10-gallon tank is allowed in the unit.

:

Pet's name: _____
Breed: _____
Color & weight: _____

Designated local alternate pet custodian is:

Name: _____
Address: _____ (No P.O. Box)
Telephone number: _____
Relationship: _____

In consideration for the DMMHA allowing me to have a pet. I have received, read and understand the above Policy provisions regarding the keeping of pets and agree to abide by each of these provisions. I understand the requirements for and agree to provide DMMHA copies of those documents described in the Pet Policy.

Tenant Signature Date

DMMHA Signature Date

Assistance/Service Animals.

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

DMMHA will comply with HUD's Notice FHEO 2020-01 was published January 28, 2020