**XIV. Pet Policy**

### A. Policy Statement

1. Under Section 31 of Title I of the United States Housing Act of 1937, residents of federal public housing may own and keep common household pets in accordance with applicable regulations. The following Pet Policy sets forth requirements related to residents who wish to keep common household pets such as dogs and cats in their VIHA public housing units. All residents who desire to keep a pet or assistance animal must obtain prior approval by the VIHA before the pet/animal enters the unit
2. Unless otherwise stated, this Pet Policy shall not apply to mixed‐income/mixed‐finance communities in which the VIHA may have public housing units. Such units shall be governed by that mixed income/mixed‐finance communities’ relevant pet policy, building rules, or regulations that apply to pets.
3. At private communities where the VIHA owns and operates units, this pet policy or a modified version specific to that community will be applied.
4. This policy applies to residents who live in units acquired through the VIHA’s Property Investment Initiative.
5. A qualified applicant or resident with a disability may request a reasonable accommodation to this policy at any time.

### B. Assistance Animals for Residents with Disabilities

1. The VIHA and property managers will make reasonable accommodations for qualified persons with disabilities who are in need of an assistance animal that will provide the person with a disability meaningful access to the program or remove a barrier to equal opportunity to enjoy the housing provided. Assistance animals are animals that assist, support, or provide service to persons with disabilities. The functions performed by the assistance animal, include but are not limited to, the following:
	1. Guiding individuals who are blind or have a visual impairment;
	2. Alerting individuals who are deaf or hard of hearing to sounds;
	3. Seeking and retrieving items;
	4. Alerting persons to impending seizures or items that cause allergic reactions; or
	5. Providing emotional support to persons with disabilities who have a disability‐related need for such support.
2. The VIHA requires verification of the need for an assistance animal from a knowledgeable professional and will confirm such verification. Once this verification is obtained and confirmed, the person with a disability will be exempt from the pet application fee and pet deposit. An assistance animal is not considered a pet and, thus, may not be subject to the size and weight limitations of this policy. All other parts of this policy shall be applicable.

1. Qualified residents with disabilities who have an assistance animal are required to comply with all other parts of this policy, including but not limited to, documentation that their animals are healthy and have received all legally‐required inoculations. In addition, persons with disabilities must be able to care for their animals, keep them and their units in a safe and healthy condition, and be responsible for any damage, beyond reasonable wear and tear caused by their assistance animal. Owners of assistance animals must meet these requirements on their own or as part of a reasonable accommodation, with assistance from some source other than the VIHA.

1. A reasonable accommodation request for an exemption to any part of this Pet Policy may be made at any time. Such request will be evaluated and requires supporting documentation from a knowledgeable professional. Approved assistance animals are still subject to all applicable provisions of policy.

#### C. Ownership of Pets/Assistance Animals

1. Pet ownership by VIHA residents is subject to reasonable requirements and limitations as described in this policy. VIHA approval is required for pet or assistance animal ownership on VIHA property. It is the resident’s responsibility to read and comply with this policy. Owners will be responsible and liable for all bodily harm to other residents or individuals caused by their animal. Destruction of property belonging to the VIHA or others caused by an owner's animal will be the financial obligation of the owner. Failure to make required restitution or repeated or serious violations of this policy are cause for lease termination.
2. Ownership of pets is restricted in the following ways:
	1. By type or breed of animal;
	2. By the number and combination of pets sought; and
	3. By size, weight, or other factors particular to the type of pet (e.g., fish or birds).
3. Common household pets are defined as domesticated animals, such as a dog, cat, bird, rodent, rabbit, fish, or turtle, which are traditionally kept in the home for pleasure and not for commercial purposes.
4. Dog and Cat Ownership: Breeds of canines (full or partial) used for attack or defense purposes including, but not limited to, Rottweilers, Pit Bull Terriers, Chows, and Doberman Pinschers, are not eligible for ownership on VIHA property and will not be allowed under any circumstances. Overly aggressive cats, with a known or suspected propensity, tendency, or disposition to unprovoked attacks, will also be excluded.
5. Birds and Fish Ownership: The number of birds in a unit shall not exceed two and no aquarium shall exceed 10 gallons in size. Certain types of birds, including but not limited to hawks, eagles, condors, and pigeons, chickens, roosters are not allowed under any circumstances.
6. Hamster, Guinea Pig or Gerbil Ownership: A maximum combination of two hamsters, guinea pigs, or gerbils may be kept.
7. Animals Not Permitted: Any poisonous or life‐threatening reptiles and exotic or dangerous animals (e.g., snakes, iguanas, pigs, wild animals such as wolves and big cats, etc.) are not considered common household pets. They will not be allowed on VIHA property under any circumstances.

#### D. Rules for Ownership

1. Residents must register their pets or assistance animals with property management and receive approval before the pet/assistance animal is brought onto the premises. Failure to do so is a material violation of the lease. Residents will not be allowed to apply for pet approval retroactively. Therefore, the animal cannot be on the premises until the property manager gives approval. At the time of registration, the resident must submit the following completed documents: Pet Application Form, Alternative Care of Pet Statement, proof of inoculation, and an identification tag.
	1. For cats and dogs, the resident must provide proof of having current rabies inoculations and verification that the pet is spayed/neutered or a letter from a veterinarian giving a medical reason why the procedure cannot be performed.
	2. For dogs, the resident must provide proof of having a current Virgin Islands Dog License, as well as provide verification of the dog’s breed.
2. Residents must pay a non‐refundable pet application fee of $25.00 for pets at the time the pet application is submitted. (e.g. a $25.00 pet application fee for each of the following: a dog, a cat, an aquarium larger than 1 gallon and up to 10 gallons, or a pair of caged birds, gerbils, hamsters, or guinea pigs.)
3. Residents with disabilities who present verified documentation of their need for an assistance animal shall not be subject to a pet application fee or the pet deposit. The other information listed in Section D(1) above must be provided.
4. When the completed pet application is received, the property manager will review it. For new residents, the application will be approved or rejected by the time of leasing. For current residents, the property manager will approve or reject the completed application within fifteen (15) calendar days from the day the application was received. Incomplete applications, which are missing any required documents, will be denied. Residents will be required to resubmit the request. For current residents, pet applications will not be processed or approved if the household is not lease compliant.
5. If the property management approves the pet application, the resident can bring the pet on to the premises and must pay a refundable pet deposit. The pet deposit shall be kept together with the resident’s security deposit in the same interest bearing account. The VIHA will credit the resident’s account on an annual basis in accordance with state and local law. The property manager must provide the resident a receipt for the pet deposit, separate from the security deposit receipt, and keep a copy of it in the resident’s file**. 24 CFR § 960.707 (d)**

a. Birds/Fish/Gerbils/Hamsters/Guinea Pigs/Turtles: A resident shall pay a refundable pet deposit of $100.00 for an aquarium larger than 1 gallon and up to 10 gallons of fish or turtles and/or $100.00 pet deposit for one or a pair of birds, gerbils, hamsters, or guinea pigs. This deposit must be paid at the time the lease is signed or pet approval is granted. b. Cats/Dogs: A resident shall pay a refundable pet deposit of $100.00 for a dog or for a cat.

c. Pet deposits will be refunded to the resident within Forty‐five (45) calendar days after the resident has moved from the property or the resident no longer has ownership of the pet. Property management will have the right to use the pet deposit to pay reasonable expenses attributable to damage caused by the pet. Such expenses can include, but are not limited to, fumigation of the unit and cost of repairs and replacement to the unit. Property management will notify the resident in writing of any deductions taken from the pet deposit within Thirty (30) calendar days.

1. One (1) cat or one (1) dog may be kept in any one unit. Cats are limited to 15 pounds (at adult weight). Dogs are limited to 30 pounds and 24 inches in height from the floor to the top of their head (at adult weight and height). An approved assistance animal is not subject to these size and weight limitations. Cats and dogs must wear a current rabies tag and an identification tag specifying the resident’s name, address, and telephone number at all times.
2. One pair of birds and/or up to a 10‐gallon aquarium of fish may be kept in any one unit. A reasonable amount of fish or other animals (such as turtles) appropriately kept in an aquarium will be permitted in a maximum 10‐gallon aquarium.
3. An animal cage that can house a maximum combination of two hamsters, guinea pigs, or gerbils may be kept.
4. “Rabies Inoculation of Animals,” every dog and cat must wear a valid rabies tag. All pets and assistance animals must also wear a tag bearing the owner’s name, address, and telephone number.
5. All dogs and cats over six (6) months of age must be spayed/neutered unless a letter is received from a licensed veterinarian giving a medical reason why such is detrimental to the health of the pet or assistance animal.
6. An owner must be capable of taking care of the pet or animal without assistance or with assistance from a source other than the VIHA. An owner is required to maintain a current Alternative Care of Pet Statement, which is a notarized statement from a person who will assume immediate responsibility for the pet in case the owner dies, becomes incapacitated, or is otherwise incapable to care for the pet or assistance animal. The Alternative Care of Pet Statement contains the alternative caregiver’s name, address, and telephone number.
7. At the time of the regularly scheduled re‐examination, the resident must update the Alternative Care of Pet Statement and registration, which includes providing proof of up‐todate inoculations, identification tag, and for cats and dogs, verification that the pet or assistance animal has been spayed/neutered, or a letter from a veterinarian giving a medical reason why the procedure was not performed.
8. Residents must physically control or confine their pets and assistance animals when VIHA and property management employees, agents of the VIHA or property management, or others must enter the unit to conduct business, provide services, or enforce lease terms.
9. Pets and assistance animals shall be quartered in the resident’s unit. Residents shall not alter their unit, patio, or other area on VIHA property to create an enclosure or a caged area for a pet or assistance animal.
10. No dog houses will be allowed on the premises.
11. Dishes or containers for food and water must be located within the owner’s unit. Owners may not deposit food or table scraps for pets or animals on their porches, yards, or balconies.
12. Residents may not feed or water stray/wild animals.
13. Every owner will be responsible for proper disposal of fecal waste of their pet or assistance animal in a manner that will not damage or deface the unit or premises. “Removal of Animal Excrement,” the excrement of any animal curbed on VIHA property must be removed and disposed of immediately. Failure of the owner to remove and dispose of waste may result in a $20.00 charge per occurrence from property management. Continued violation of this ordinance by the resident will be cause for lease termination.
14. In accordance with ***VIHA Residential Lease Agreement*** (Lease), owners are required to make sure their pets or assistance animals do not make noise that interferes with their neighbors’ peaceful enjoyment of their units or disrupts the peace of the development/site.
15. Owners will be responsible for any damage caused by their pet or assistance animals including the cost of professional carpet cleaning and exterminating for fleas or other pet‐borne pests.
16. Pets are not permitted in common areas (e.g., solariums, craft rooms, social rooms, laundry rooms, maintenance space, playgrounds, TV lounges, etc.). Lobby areas are available to pets for ingress and egress only. Assistance animals for persons with disabilities are exempt from this restriction.
17. While pets and assistance animals are outside of the unit and in building common areas (e.g. elevators, hallways, lobby, etc.), they must be controlled by being either kept on a leash, carried in the resident’s arms, or in an appropriate animal cab. While outside the unit, dogs must be kept tightly reigned on a leash no longer than six (6) feet in length.
18. If a pet or assistance animal bites or attacks a resident, VIHA employee, anyone visiting on the premises, or any animal on the premises, the owner must surrender the animal to an animal control center within 24 hours, “Owner’s Responsibility Where an Animal Has Bitten another Animal or Person.” Upon knowledge of the incident, the property manager should also contact an animal control center.

A pet or assistance animal that bites or attacks a resident, VIHA employee, anyone visiting on the premises, or any animal on the premises shall be subject to the mandates set forth in V.I. Code regarding Dangerous Animals. The animal control center to which the animal was surrendered will determine if the animal is dangerous.

The owner must give permission to the animal control center to which the animal was surrendered to supply property management with a copy of the determination.

1. Visitors (non‐residents) on VIHA property are not allowed to bring animals onto the premises, except for assistance animals. The head of household being visited is liable for any and all damages caused by his/her visitor’s assistance animal.
2. It is a material violation of the lease for a resident to neglect, abuse, or abandon their animal(s). The VIHA will take the necessary steps to protect the safety of the animal(s) pursuant to Section I. of this policy.
3. It is a material violation of the lease to breed any animals in the unit.

### E. Pet Rule Violation

1. Violation of this Policy twice within a 12‐month period is considered a material violation of the lease and appropriate lease enforcement actions up to and including eviction shall be taken. If a violation of Item 9 or Item 11 of Section XIV.D. constitutes a second violation within 12 months, but such violation is cured; the number of violations will be reduced to one.
2. A single violation of Item 23 of the Section XIV.D. is cause for lease termination. If the animal control center to which the pet that bit or attacked a resident, VIHA employee, anyone visiting on the premises, or any animal on the premises was surrendered determines that the animal