

- Agreement between PHA and local law enforcement agency for provision of above-baseline law enforcement services
- Other activities (list below)

2. Which developments are most affected? (list below)  
 KS004000003 & KS004000004

**D. Police Occupied Units**

The Wichita Housing Authority has five houses that are currently available and occupied by Wichita Police Officers. This occupancy is deemed necessary to increase security and drug elimination for Public Housing residents who live in the five single-family dwelling concentrations. The Police Officers are currently residing in the units on an annual lease for a zero monthly rental amount, with the Officers paying the utilities. The addresses are the following:

- 1501 E. Arnold
- 1527 E. Catalina
- 2642 N. Minnesota
- 7015 W. Newell
- 2331 St. Clair

**9. Pets**

[24 CFR Part 903.7 9 (n)]

**WHA has a pet policy for Elderly Apartments and one for Single-Family Dwelling units:**

**OWNERSHIP OF PETS**

**Elderly Apartments**

The City of Wichita Housing Authority (WHA) will enforce the below Pet Policy in its elderly apartment complexes.

**1. DEPOSIT**

Deposit will increase an additional amount that will be 50% of the security deposit or the tenant’s rent whichever is greater. (However, this deposit cannot exceed \$300.00 and can be gradually accumulated.) The security deposit is fully refundable, if there are no pet damages. Disabled persons, with assist animals, are exempt from the deposit requirement.

**2. RENT**

Rent will remain as calculated by HUD regulations regardless whether the tenant keeps an authorized pet.

### 3. HOUSE RULES

- A. A WHA tenant shall only keep an authorized pet and is not allowed to keep another person's pet. No pet will be allowed temporarily on the premises with the exception of those assisting the disabled.
- B. Pets are not allowed in the community rooms, kitchen, and dining room or laundry facilities, except those assisting the disabled.
- C. Cats and dogs must always be controlled on a leash except when in the owner's apartment. The pet must be leashed to the owner or a designated adult. The leash shall not exceed six feet in length.
- D. No more than one pet shall be allowed in the elevator at any one time.
- E. All City and County required shots and licenses must be current and certified by a practicing veterinarian. An annual registration update will be required at the owner's annual recertification.
- F. All litter (paper, kitty litter, etc.) must be placed in plastic bags, sealed and placed in marked containers. The trash chutes may not be used.
- G. A designated area shall be used when walking pets outdoors and litter cleaned up by the tenant. The Property Manager for each elderly complex will designate the area.
- H. If the owner fails to remove pet waste from the designated area, there will be a separate waste removed charge of \$5.00 per occurrence billed to the tenant.
- I. A walk-through housing inspection may be done monthly by the Property Manager to insure the tenants are adhering to the pet policy.
- J. Owner must provide written notification to the WHA of who will be responsible for their pet during hospitalization or vacations. This information must include the name, address, and phone number of two (2) responsible parties and is to be given at the time the pet is acquired and updated at the owner's annual recertification. Failure to supply complete information is basis for the WHA to refuse to register the pet.
- K. If the pet bites another tenant or anyone in the building or on the grounds of said housing complex, the owner must remove the pet permanently from the complex.
- L. Pet owners must have pets spayed or neutered and provide said certification.

- M. The owner(s) are responsible for controlling pet noise and pet odor. Any pet disturbing the peace of neighbors through noise, smell, animal waste, or other nuisance must be removed from the premises. Substantiated written complaints by neighbors or Housing Authority personnel will result in the owner being required to permanently remove the pet.
- N. Any insect infestation exterminations due to a pet in the pet owner's unit and/or other adjacent units will be the financial responsibility of the pet owner and charged to their account.
- O. Animal Control Officers may enter a unit to transfer any animal that is left unattended for 24 hours. The Housing Authority accepts no responsibility for pets so removed.
- P. Pet owners shall take adequate precautions to eliminate any pet odor within the apartment and to maintain the apartment in a sanitary condition at all times.

4. PET TYPES, BREEDS, AND LIMITATIONS

- A. Pets shall be limited to "common household pets," the definition being a domesticated animal, such as a dog, cat, bird, rodent, fish or turtle, traditionally kept in the home from pleasure rather than commercial purposes.
- B. Limit of one (1) pet per apartment, with the exception of birds and fish for which the WHA can place reasonable limitation.
- C. Breeds not allowed are Rottweiler, Pit Bull, German Shepherd, Chow, Doberman Pincher or any mix thereof.
- D. Aquariums shall be no larger than 10 gallons.
- E. Dogs and Cats – all would apply at maturity, not puppy or kitten stage.
  - (1) 18" or less in height, 30 pound weight limit.
  - (2) All cats must be declawed.
- F. Birds
  - (1) Limit of two (2) birds per cage.
  - (2) No uncaged pole birds.
- G. No pets will be allowed that are housed outside on a leash or in a pen.

5. VIOLATION OF PET POLICY

- A. If the owner is in violation of the Pet Policy, the WHA shall serve written notice of it. The notice will include a statement of the rule(s) allegedly violated, and advise the tenant they have fourteen (14) days from the receipt of said notice to correct the violation or request a meeting. A statement will further be included that failure to correct the violation or request a meeting, or failure to attend a requested meeting may result in initiation of procedures to terminate the tenancy.
- B. If the owner requests a meeting, the WHA will establish a mutually agreeable time and place no later than ten (10) days from the receipt of said notice by owner. Upon written request, additional time may be permitted for the owner to correct the violation.
- C. If a resolution of the violation is unable to be reached at the meeting, or if the WHA determines the pet owner has failed to correct the violation, then the WHA may serve written notice requiring removal of the pet. This notice will include the rule(s) that were violated, a statement that the pet owner must remove the pet within fourteen (14) days from the service of said notice, and a statement that failure to remove the pet may result in initiation of procedure to terminate the tenant.

6. ADDITIONAL COMMENTS

- A. An applicant may reject a unit offered by the WHA if said unit is close in proximity to one where an existing tenant owns a pet. This rejection will not adversely affect the applicant's position on the waiting list or qualification for any tenant selection preference. The WHA does not have to provide alternate dwelling units to existing or prospective tenants.
- B. The WHA shall contact the listed responsible parties if the death or incapacity of the owner threatens the health and safety of the pet. The WHA also can contact appropriate state and local authorities or remove the pet and place it in a facility for care and shelter not to exceed thirty (30) days, at the tenant's expense.
- C. The WHA must serve notice of the rules regarding the Pet Policy during the tenant consultation period or within sixty (60) days of the effective date. The notice shall state that the WHA will be required to provide tenants a copy of any pet rule developed only upon the tenant's request. Each prospective tenant shall be advised of the right to request copies of the pet rules. The notice must be posted in various areas of the project containing the texts of the proposed rules and a statement that the tenants may submit written comments no later than thirty (30) days from the effective date.

7. LIABILITY

The Wichita Housing Authority, the City of Wichita and their representatives will not be held responsible for any accident or injury involving tenants or visitors to the buildings as a result of allowing pets in the projects.

8. SERVICE OR ASSISTANCE ANIMALS

WHA tenants with disabilities are permitted to have assistance animals if such animals are necessary as a reasonable accommodation for the tenant's disabilities. Tenants or potential tenants who need an assistance animal as a reasonable accommodation must request the accommodation in writing, and in accordance with the WHA's reasonable accommodation policy. The WHA will require the following documentation to qualify an animal as an assistance animal:

- A. The tenant or prospective tenant certifies in writing that the tenant or prospective tenant or a member of his or her family is a person with a disability as defined under the Americans With Disabilities Act, and this certification shall be subject to independent evaluation and confirmation by the WHA's designated third party evaluator at the WHA's expense;
- B. The animal has been trained to assist persons with that specific disability; and
- C. The animal actually assists the person with a disability to accomplish one or more major life activities.

Assistance animals will not be subject to the requirements 24 CFR Part 5.303, and also the following provisions of the WHA Pet Policy, regardless of whether an animal resides with a WHA tenant or is with a visitor: Section 1, Section 3A, Section 3B, Section 4C and Section 4E. These exclusions for assistance animals apply only if the animal has been qualified by the WHA as an assistance animal when the animal resides with a tenant, or if the animal is with a visitor, upon production of an identification card or written certification that the animal is trained to assist the person with the person's specific disability, and as set forth in Kansas Statutes Annotated 39-1111(a) and amendments thereto.

Cat  
Deposit is \$50

\_\_\_\_\_  
Tenant Date

\_\_\_\_\_  
WHA Property Manager Date

## **OWNERSHIP OF PETS**

### **Single Family Dwellings**

The City of Wichita Housing Authority (WHA) will enforce the below Pet Policy in its single family dwelling developments.

#### **1. DEPOSIT**

A pet deposit is required for dogs and/or cats kept on the premises of WHA residential units. Deposits for dogs or cats will be \$150.00 for the first animal and \$100.00 for the second animal. No more than two animals are allowed per residential unit. The pet deposit will be refunded within thirty (30) days of the tenant's exit of the residential unit if there are no pet damages. The pet deposit is in addition to the regular security deposit. Disabled persons, with assist animals, are exempt from the deposit requirement.

#### **2. HOUSE RULES**

- A. A WHA tenant shall only keep an authorized pet and is not allowed to keep another person's pet. No pet will be allowed temporarily on the premises with the exception of those assisting the disabled.
- B. All City and County required shots and licenses must be current and certified by a practicing veterinarian. An annual registration update will be required at the owner's annual recertification.
- C. Owner must provide written notification to the WHA of who will be responsible for their pet during hospitalization or vacations. This information must include the name, address, and phone number of two (2) responsible parties and is to be given at the time the pet is acquired and updated at the owner's annual recertification. Failure to supply complete information is basis for the WHA to refuse to register the pet.
- D. Pet owners are required to comply with all ordinances of the City of Wichita relating to the care and control of animals.
- E. Any pet that bites any person must be removed permanently from WHA property.
- F. The owners are responsible for controlling pet noise and pet odor. Any pet disturbing the peace of neighbors through noise, smell, animal waste, or other nuisance must be removed from the premises. Substantiated written complaints by neighbors or WHA staff will result in the owner being required to permanently remove the pet.

G. Animal Control Officers may enter a unit to transfer any animal that is left unattended for 24 hours. The WHA accepts no responsibility for pets so removed.

3. PET TYPES, BREEDS, AND LIMITATIONS

Pets shall be limited to “common household pets,” the definition being a domesticated animal, such as a dog, cat, bird, rodent, fish or turtle, traditionally kept in the home for pleasure rather than commercial purposes. Of the common household pets listed, the pet deposit shall apply to dogs and cats only.

Breeds not allowed are Rottweiler, Pit Bull, German Shepherd, Chow, Doberman Pincher or any mix thereof.

A. Dogs at maturity – 30-inch height and 80-pound weight maximum limits.

B. Cats – 18-inch height and 25-pound weight maximum limits.

C. Birds -

(1) Limit of two (2) birds per cage.

(2) No uncaged pole birds.

4. VIOLATION OF PET RULES

A. If the owner is in violation of the Pet Policy, the WHA shall serve written notice of it. The notice will include a statement of the rule(s) allegedly violated, and advise the tenant they have fourteen (14) days from the receipt of said notice to correct the violation or request a meeting. A statement will further be included that failure to correct the violation or request a meeting, or failure to attend a requested meeting may result in initiation of procedures to terminate the tenancy.

B. If the owner requests a meeting, the WHA will establish a mutually agreeable time and place no later than ten (10) days from the receipt of said notice by owner. Upon written request, additional time may be permitted for the owner to correct the violation.

C. If a resolution of the violation is unable to be reached at the meeting, or if WHA determines the pet owner has failed to correct the violation, then the WHA may serve written notice requiring removal of the pet. This notice will include the pet rules(s) that have been violated, a statement that the pet owner must remove the pet within fourteen (14) days from the service of said notice, and a statement that failure to remove the pet may result in initiation of procedures to terminate the tenancy.

D. Violation of the Pet Policy of the WHA is a violation of the WHA Dwelling Lease Agreement and will constitute grounds for the termination of the lease pursuant to the Dwelling Lease Agreement.

