

Pet Policy

All residents who choose to have pets must have the physical and financial capability to care for their pet(s) and abide by this Pet Policy that has been established for the project. Under Section 227 of the Housing and Urban Rural Recovery Act of 1983, elderly, handicapped, or disabled residents occupying a rental unit in a government assisted apartment project that has been exclusively built for the Elderly or Handicapped are permitted to have pets in their dwelling units.

- A. **Application for Pet Permit** – Prior to housing any pet on premises, the resident shall apply to the manager for a pet permit which shall be accompanied by the following:
1. A current license issued by the appropriate authority, if applicable;
 2. Evidence that the pet has received current rabies and distemper inoculations or boosters, if applicable.
 3. A current picture of pet must be given to management for the file.
- B. **All residents with pets permitted to be kept on premises shall comply with the following rules:**
1. Usual and/or commonly owned domesticated family-type household pets including, but not limited to dogs, cats, birds, and tropical fish, may be permitted. The weight of a dog or cat may not exceed 25 pounds without specific authorization, the exception being only service or companion animals. The height of a dog or cat may not exceed 25 inches from ground to top of back of animal. Pets, other than the aforementioned dogs, cats, birds or tropical fish, may be permitted if they qualify by weight and height.
 2. Generally, only one (1) pet per household will be permitted. Multiples greater than one (1) or pets usually customarily confined to cages or similar restrictive devices (i.e. parakeets, hamsters, etc.) may be permitted.
 3. Dogs and cats must be licensed yearly with the appropriate authority and residents must show proof of animal rabies, distemper booster inoculations and parvo.
 4. Vicious and/or intimidating dogs and cats or other animals will not be allowed.
 5. Pets shall remain inside the resident's unit. No animal shall be permitted to be loose in hallways, lobby or laundry areas, community rooms, yards, office areas, or other common areas of this facility.
 6. When taken outside the unit, dogs and cats must be kept on a leash.
 7. Birds must be confined to a cage at all times.
 8. Aquarium size is limited to 10 gallons.
 9. Residents shall not permit their pets to disturb, interfere or diminish the peaceful enjoyment of other residents. The terms

“disturb”, “interfere” and “diminish” shall include but not be limited to barking, howling, chirping, biting, scratching and other like activities. Complaints or disturbances of this nature shall constitute a violation of lease and may result in revocation of the pet permit, termination of the lease agreement or both.

- 10. Residents must provide litter boxes for cat waste, which must be kept in the dwelling unit and changed weekly. Residents shall not permit refuse from litter boxes to accumulate nor to become unsightly or unsanitary. Pet droppings must be placed in a plastic bag and deposited in the project’s refuse container.
- 11. Residents are solely responsible for cleaning up pet droppings, if any, outside the unit and on facility grounds. When exercising the animal in designated areas, droppings must be disposed of in the same manner as described in number 10 above.
- 12. Residents 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. Pets must be bathed and groomed on a regular basis.
- 13. If pets are left unattended for a period of 12 hours or more, the management may enter the dwelling unit, remove the pet and transfer it to the proper authorities, subject to the provisions of the State law and pertinent local ordinances. The management accepts no responsibility for the animal under such circumstances. Pet owners are responsible for making arrangements for the care of the pet when owner is not present.
- 14. Residents shall not alter their unit, patio, or unit area in order to create an enclosure for any pet.
- 15. Residents are responsible for all damages caused by their pets including the cost of cleaning carpets, draperies and/or fumigation if necessary. “Pet Security Deposit” of \$200 is to be paid in one of three methods: \$50 down and \$10 a month for 15 months, four payments of \$50, or \$200 all at once.
- 16. Residents are prohibited from feeding or harboring stray animals. The feeding of stray animals shall constitute having a pet without written permission from the management.
- 17. Pet owners herein authorize management to remove without notice from the project, any pet whose conduct or condition is determined to constitute a nuisance or threat to the health or safety of any person or persons.

Owners acknowledge rules and regulations of pet ownership and agree to abide by them. Any violations of this policy may result in this permit being revoked at any time.

I am electing the payment method of _____ for my pet deposit.

Resident’s Signature Date Manager’s Signature Date

LEASE ADDENDUM FOR PET PROVISIONS

The TENANT is permitted to keep common household pets in his/her dwelling unit (subject to the provisions in 24 CFR Part 5 and the pet rules promulgated under 24 CFR Part 5). Any pet rules promulgated by the LANDLORD are attached hereto and incorporated hereby. The TENANT agrees to comply with these rules. A violation of these rules may be grounds for removal of the pet or termination of the TENANT's (pet owner's) tenancy (or both), in accordance with the provisions of 24 CFR Part 5 and applicable regulations and State or local law. These regulations include 24 CFR Part 5 (Evictions From Certain Subsidized and HUD-Owner Projects) and provisions governing the termination of tenancy under the Section 8 housing assistance payments and project assistance payments programs.

Note: The Part 5 Pet Rules do not apply to an animal used by a Tenant or visitor that is needed as a reasonable accommodation for the Tenant or visitor's disability. Optional: The LANDLORD may after reasonable notice to the TENANT and during reasonable hours, enter and inspect the premises. Entry and inspection is permitted only if the LANDLORD has received a signed, written complaint alleging (or the LANDLORD has reasonable grounds to believe) that the conduct or condition of a pet in the dwelling unit constitutes, under applicable State or local law, a nuisance or a threat to the health or safety of the occupants of the project or other persons in the community where the project is located.

If there is no State or local authority (or designated agent of such an authority) authorized under applicable State or local law to remove a pet that becomes vicious, displays symptoms of severe illness or demonstrates other behavior that constitutes an immediate threat to the health or safety of the tenancy as a whole, the LANDLORD may enter the premises (if necessary), remove the pet, and take such action with respect to the pet as may be permissible under State and local law, which may include placing it in a facility that will provide care and shelter for a period not to exceed 30 days. The LANDLORD shall enter the premises and remove the pet or take such other permissible action only if the LANDLORD requests the TENANT (pet owner) to remove the pet from the project immediate, and the TENANT (pet owner) refuses to do so, or if the LANDLORD is unable to contact the TENANT (pet owner) to make a removal request. The cost of the animal care facility shall be paid as provided in 24 CFR Part 5.

Applicant/Resident Signature

Date

PET PERMIT

Property Name _____

Name of Resident: _____

Address: _____

Type of Pet: Dog _____ Cat _____ Bird _____ Aquarium _____

Name of Pet _____

Weight _____ lbs. Height _____ inches

Annual License # _____ Date _____ Issued by _____

Annual Inoculations: Day/Month/Year

Rabies _____

Distemper _____

Parvo _____

Must attach copy of current verification from veterinarian.

**ATTACH
PICTURE
OF PET**

Signature of Pet Owner _____ Date _____

Signature of Manager _____ Date _____

In case of an emergency who will care for your pet?

Name _____ Phone# _____