

# Pike County Housing Authority

## Lease Attachment A – Pet Policy<sup>i</sup>

### 1.1 EXCLUSIONS

This policy does not apply to animals that are used to assist persons with disabilities. Assistive animals are allowed in all public housing facilities with no restrictions other than those imposed on all tenants to maintain their units and associated facilities in a decent, safe, and sanitary manner and to refrain from disturbing their neighbors.

### 1.2 PETS IN PUBLIC HOUSING

The Pike County Housing Authority allows for pet ownership in its developments with the written pre-approval of the Housing Authority. Residents are responsible for any damage caused by their pets, including the cost of fumigating or cleaning their units. In exchange for this right, resident assumes full responsibility and liability for the pet and agrees to hold the Pike County Housing Authority harmless from any claims caused by an action or inaction of the pet.

To be a responsible pet owner, each pet must be maintained responsibly and in accordance with this pet ownership lease addendum and in accordance with all applicable ordinance, state and local public health, animal control and animal anti-cruelty laws and regulations governing pet ownership. The tenant, to avoid any unpleasant and unsanitary odor from being in the unit, must properly and promptly dispose of any waste generated by a pet.

Pets shall not “**DISBURB, INTERFERE or DIMINISH**” the peaceful enjoyment of other tenants. The terms shall include but not be limited to barking, howling, chirping, biting, scratching and other like activities. This includes any pets that make noise continuously or intermittently for one-half hour or more and therefore disturbs any person at any time of the day or night. The Property Manager will terminate this authorization if a pet disturbs other tenants under this section of the lease addendum. The tenant will be given one week to make other arrangements for the care of the pet or the dwelling lease will be terminated.

### 1.3 APPROVAL

Residents must have the prior written approval of the Housing Authority before moving a pet into their unit. Residents must request approval on the Authorization for Pet Ownership Form (application for a pet) that must be fully completed before the Housing Authority will approve the request. It is recommended that Residents give the Housing Authority a picture of the pet so it can be identified if it is running loose.

### 1.4 TYPES AND NUMBER OF PETS

The Pike County Housing Authority will allow only common household pets. This means only domesticated animals such as a dog, cat, bird, hamster, rabbit, fish in aquariums or a turtle will be allowed in units. Common household pets do not include reptiles (except turtles). If this definition conflicts with a state or local law or regulation, the state or local law or regulation shall govern.

All dogs and cats must be spayed or neutered before they become six months old. A licensed veterinarian must verify this fact. Dog/cat must be matured for elderly occupancy.

Any animal deemed to be potentially harmful to the health or safety of others, including attack or fight trained dogs, will not be allowed.

A strict 35 pound weight limit is in effect for all pets. Residents may have a maximum number of 2 pets of any type combination.

In the case of fish, residents may keep no more than can be maintained in a safe and healthy manner in a tank holding up to 10 gallons. Such a tank or aquarium will be counted as 1 pet.

## 1.5 INOCULATIONS

In order to be registered, pets must be appropriately inoculated against rabies, distemper and other conditions prescribed by state and/or local ordinances. They must comply with all other state and local public health, animal control, and anti-cruelty laws including any licensing requirements. A certification signed by a licensed veterinarian or state or local official shall be annually filed with the Pike County Housing Authority to attest to the inoculations.

## 1.6 PET SECURITY DEPOSIT

**As of 5/1/2012 a pet security deposit of \$200 is required for a resident to have a pet. This payment may be made in no more than 6 monthly installments.** The deposit is refundable when the resident vacates the unit, less any amounts owed due to damage beyond normal wear and tear. Pet deposit may be applied to other damages beyond those caused by the pet, and may also be applied to any past due amounts upon resident move out. In the case of bird, fish in aquariums, rabbit, hamster, or turtle no pet deposit is required, however resident is responsible for damages in accordance with this pet policy. **For residents living with Pike County Housing Authority prior to 5/1/2012 a pet security deposit of \$300 is required for a resident to have a pet. This payment may be made in no more than 6 monthly installments. These residents may elect to pay the new deposit fee of \$200, but must also pay the revised security deposit based upon bedroom size of their unit.** In either case if pet deposit is not paid within 6 months, resident will be asked to remove pet, unless other arrangements are made with the Housing Authority.

## 1.7 FINANCIAL OBLIGATION OF RESIDENTS

Any resident who owns or keeps a pet in their dwelling unit will be required to pay for any damages caused by the pet. Also, any pet-related insect infestation in the pet owner's unit will be the financial responsibility of the pet owner and the Pike County Housing Authority reserves the right to exterminate and charge the resident. **Tenant must show the ability to handle financial responsibility of owning a pet. Examples of financial responsibility include timely payment of monthly rents, security deposits, maintenance charges, utility charges, moving fees, etc.**

## 1.8 NUISANCE OR THREAT TO HEALTH OR SAFETY

The pet and its living quarters must be maintained in a manner to prevent odors and any other unsanitary conditions in the owner's unit and surrounding areas.

Repeated substantiated complaints by neighbors or Pike County Housing Authority personnel regarding pets disturbing the peace of neighbors through noise, odor, animal waste, or other nuisance may result in the owner having to remove the pet or move him/herself.

Pets that make noise continuously or intermittently for one half hour or more and therefore disturbs any person at any time of the day or night shall be considered a nuisance.

## 1.9 DESIGNATION OF PET AREAS

Pets must be kept in the owner's apartment or on a leash accompanied by an adult at all times when outside the unit (no outdoor cages may be constructed). Pets will be allowed only in the owner's own backyard. Pet owners must clean up after their pets and are responsible for disposing of pet waste.

With the exception of assistive animals no pets shall be allowed in the community room, community room kitchen, laundry rooms, public bathrooms, hallways or office in any of our sites. Pets shall not be allowed to wander the common spaces. **Apartment doors must be kept closed.**

## 1.10 MISCELLANEOUS RULES

Pets may not be left unattended in a dwelling unit for over 24 hours. If the pet is left unattended and no arrangements have been made for its care, the Housing Authority will have the right to enter the premises and take the uncared for pet to be boarded at a local animal care facility at the total expense of the resident and charged a \$50 fee by the Housing Authority to cover the Housing Authority's expenses.

Residents must take appropriate actions to protect their pets from fleas and ticks.

All dogs/cats must wear a tag bearing the resident's name and phone number and the date of the latest rabies inoculation.

Pets cannot be kept, bred or used for any commercial purpose.

Residents owning cats shall maintain waterproof litter boxes for cat waste. Refuse from litter boxes shall not accumulate or become unsightly or unsanitary. Litter shall be disposed of in an appropriate manner.

Dogs/cats must not be allowed to roam freely throughout the property of any Pike County Housing Authority site.

All authorized pet(s) must be under the control of an adult. An unleashed pet, or one tied to a fixed object, is not considered to be under the control of an adult. Pets which are unleashed, or leashed and unattended, on Housing Authority property will be impounded and taken to the local animal shelter. It shall be the responsibility of the tenant to reclaim the pet at the expense of the tenant. Also, if a member of the Housing Authority staff has to take a pet to the animal shelter the tenant will be charged \$50 to cover the Housing Authority expense of taking the pet(s) to the animal shelter.

A pet owner shall physically control or confine his/her pet during the times when Housing Authority employees, agents of the Housing Authority or others must enter the pet owner's apartment to conduct business, provide services, enforce lease terms, etc.

A pet owner who violated any other conditions of this policy may be required to remove his/her pet from the development within 10 days of written notice (hand delivered, mailed or posted on

tenant apartment door) from the Housing Authority. The pet owner may also be subject to termination of his/her dwelling lease.

The Housing Authority's grievance procedures shall be applicable to all individual grievances or disputes arising out of violations or alleged violations of this policy.

## 1.11 VISITING PETS

Pets that meet the size and type criteria outlined above (Section 1.4) may visit the projects/buildings where pets are allowed for **no more than twelve hours (12), one day per week, with Pike County Housing Authority approval**. Tenants who have visiting pets must abide by the conditions of this policy regarding health, sanitation, nuisances, and peaceful enjoyment of others. If visiting pets violate this policy or cause the tenant to violate the lease, the tenant will be required to remove the visiting pet.

## 1.12 REMOVAL OF PETS

The Pike County Housing Authority, or an appropriate community authority, shall require the removal of any pet from a residence if the pet's conduct or condition is determined to be a nuisance or threat to the health or safety of other occupants of the project or of other persons in the community where the project is located.

In the event of illness or death of pet owner, or in the case of an emergency which would prevent the pet owner from properly caring for the pet, the Pike County Housing Authority has permission to call the emergency caregiver designated by the resident or the local animal care facility to take the pet and care for it until family or friends would claim the pet and assume responsibility for it. Any expenses incurred will be the responsibility of the pet owner/surviving family.

Nothing prohibits the Pike County Housing Authority or an appropriate community authority from requiring the removal of any pet from a premises, if the pet's conduct or condition is duly determined to constitute, under the provisions of State or local law, a nuisance or a threat to the health or safety of other occupants of the PCHA premises or other persons in the community where the project is located. This includes, but is not limited to, situations in which immediate action is needed for removal of any pet from the premises pursuant to State or local laws, ordinances or regulations to preserve the health, safety, welfare, or right to peaceful enjoyment of the premises of any person.

Tenants are advised that pets may, among other things, be seized, impounded and disposed of, for a variety of State and local animal violations including, but not limited to stray pets, pets creating a threat to public health, safety or welfare, injury caused by pets, and cruelty to pets.

In cases in which State or local remedies, processes or procedures are not initially utilized for removal of the pet, any decisions made by judgement of the Executive Director that a pet must be removed from the premises shall be presented in writing to the owner, in which case the owner may request a grievance hearing pursuant to the Pike County Housing Authority grievance procedure.

## 1.13 DEATH OF A PET

The pet owner is responsible for arranging for disposal of any dead pet. The remains of the pet must be removed from Pike County Housing Authority property.

#### **1.14 WHEN YOU VACATE**

The pet owner must pay the full fees for professional rug shampooing, deodorizing and or defleaing of the apartment if, in the judgement of the Executive Director, it is necessary before a new tenant can take possession of the apartment and such fees are in excess of the security - deposit. Pet deposit will be returned within 60 days of vacating the premises less any reasonable charges for damages. Pet deposit can also be used for any unpaid rent or damage caused by tenant.

#### **1.15 INCORPORATION INTO LEASE**

This Pet Policy is incorporated by reference into the Lease of each Tenant of the Pike County Housing Authority. This Pet Policy shall be maintained in the Pike County Housing Authority's office and shall be made available to any Tenant upon request. This Pet Policy also is part of the Pike County Housing Authority's ACOP.

**Failure to follow Pike County Housing Authority policies and/or Housing Authority house rules is a violation of your lease and grounds for termination.**



**Pike County  
Housing Authority**