

Lease Attachment A – Pet Policyⁱ

Preface

The Pike County Housing Authority (PCHA) allows for responsible pet ownership in its developments. Each pet must be maintained responsibly and in accordance with this Lease Attachment A – Pet Policy and Pet Permit.

Pets must be maintained in accordance with all applicable ordinances, local and/or State of Illinois Code requirements, local and/or State of Illinois public health regulations, animal control, and animal anti-cruelty laws.

Resident(s) assume full financial responsibility and liability for their pet(s) and agree to hold PCHA harmless from any claims caused by an action or inaction of the pet(s).

Approval

Resident(s) must complete the pet permit with the PCHA prior to moving pet(s) into their unit.

Type and Number of Pets

The PCHA will allow only common household pets. This refers to domesticated animals such as a dog, cat, bird, hamster, rabbit, fish, or turtle. Common household pets do not include reptiles (except turtles). If this definition conflicts with a local and/or State of Illinois law/regulation, then the local or State of Illinois law/regulation shall govern.

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. Resident(s) may have a maximum number of 2 pets of any type combination.

In the case of fish, Resident(s) 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.

License

Resident(s) agree to license pet(s) according to local and/or State of Illinois Code requirements.

Inoculations

Resident(s) agree to keep the pet(s) properly inoculated according to local and/or State of Illinois Code requirements.

Pet Security Deposit

PCHA does not charge a pet security deposit to the Resident(s).

Financial Obligation of Resident(s)

Resident(s) agree they are responsible for any damage caused by their pet(s) including, but not limited to, damages to window shades, window screens, walls, doors, door trims, baseboards, carpet, tile, appliances, etc. It is suggested that the Resident(s) obtain personal liability insurance to cover possible losses caused by the pet(s).

Resident(s) agree they are responsible for any pet-related insect infestation in the unit. It is strongly recommended that Resident(s) take appropriate action to protect their pet(s) from fleas and ticks.

PCHA reserves the right to make repairs and exterminate while the Resident(s) inhabit the unit. PCHA will charge for said repairs and extermination, but if the issues persist, PCHA will continue to address and charge accordingly.

Nuisance or Threat to Health or Safety

Pets shall not **disturb, interfere, or diminish** the peaceful enjoyment rights of other tenants. Terms to describe such nuisance activity include, but are not limited to, barking, howling, meowing, chirping, biting, scratching, and other like activities. Random noises made by pet(s) does not constitute nuisance activity. Nuisance activity is best described as noise made continuously or intermittently for one-half hour or longer, regardless of time of day or night.

Pets shall not cause **unsanitary conditions** within the Resident(s) apartment or surrounding area. Some examples of unsanitary conditions include, but are not limited to, urine/feces on the floor of the Resident(s) unit, feces in the yard of the Resident(s) unit, overflowing litter boxes, overwhelming odors in and around the Resident(s) unit, etc. **Resident(s) must clean up after their pet(s) and are responsible for disposing of pet waste.**

Pets shall not display **aggressive intimidating behavior** towards other Residents or PCHA staff. Terms to describe such aggressive intimidating behavior include, but are not limited to, growling, baring teeth, lunging, biting, scratching, etc.

Resident(s) assume full financial responsibility and liability for their pet(s) and agree to hold PCHA harmless from any claims caused by an action or inaction of the pet(s).

Resident(s) who violate these or any other condition of this policy may be required to remove their pet(s) from the development within 14 days of written notice (hand delivered, mailed or posted on tenant apartment door) from the PCHA. The Resident(s) may also be subject to termination of their dwelling lease.

Designation of Pet Areas

Pets must be kept in the Resident(s) unit or on a leash outside the unit. Pets will be allowed only in the owner's own backyard.

Pets must not be allowed to roam freely throughout the property or common areas of any PCHA site.

With the exception of assistive animals no pet(s) shall be allowed in the community rooms, community room kitchens, laundry rooms, public bathrooms, hallways, or maintenance/office facilities at any of our sites.

Miscellaneous Rules

Pets may not be left unattended in a dwelling unit for over 24 hours. If the pet(s) are left unattended and no arrangements have been made for their care, then PCHA will have the right to enter the premises and take the uncared for pet(s) to be boarded at a local animal care facility at the total expense of the Resident(s).

Pets should wear a tag bearing the Resident(s)'s name, phone number, and the date of the latest rabies inoculation.

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

Residents are prohibited from feeding or harboring stray animals.

No outdoor cages may be constructed.

Resident(s) shall physically control or confine their pet(s) during the times when PCHA employees, agents of the PCHA, or others must enter the Resident(s)'s unit to conduct business, provide services, enforce lease terms, etc.

Pets Temporarily on the Premises

Pets that meet the number and size and type criteria outlined above may visit the projects/buildings where pet(s) are allowed. However, pet(s) that are not owned by a tenant or their visitor/guest are not generally allowed on the premises. Residents may watch pets that are not theirs for a period of 12 hours, 1 day per week, with PHA approval. All terms and conditions in Lease Attachment A – Pet Policy apply to watched pets.

Resident(s) who have visiting pet(s) must abide by the conditions of this policy regarding behavior, health, sanitation, nuisances, and peaceful enjoyment of others. If visiting pet(s) violate this policy or cause the Resident(s) to violate the lease, the Resident(s) will be required to remove the visiting pet(s).

This rule does not apply to visiting pet programs sponsored by a humane society or other non-profit organizations, and approved by the PHA.

Removal of Pets

In the event of illness or death of Resident(s), or in the case of an emergency which would prevent the Resident(s) from properly caring for the pet(s), the PCHA has permission to call the emergency caregiver designated by the Resident(s) or the local animal care facility to take the pet(s) and care for it until family or friends would claim the pet(s) and assume responsibility for it. Any expenses incurred will be the responsibility of the Resident(s).

PCHA, or an appropriate community authority, shall require the removal of any pet(s) from a residence if the pet(s) conduct or condition is duly determined to constitute, under the provisions of the Lease Attachment A – Pet Policy, Pet Permit, and/or State of Illinois law, a nuisance or a threat to the health or safety of other occupants of the 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(s) from the premises pursuant to Lease Attachment A – Pet Policy, Pet Permit local and/or State of Illinois laws, ordinances or regulations to preserve the health, safety, welfare, or right to peaceful enjoyment of the premises.

Resident(s) are advised that pet(s) may, among other things, be seized, impounded and disposed of, for a variety of local and/or State of Illinois violations including, but not limited to stray pet(s), pet(s) creating a threat to public health, safety, or welfare, injury caused by pet(s), and cruelty to pet(s).

In cases in which State of Illinois or local remedies, processes or procedures are not initially utilized for removal of the pet(s), any decisions made by judgement of the PCHA that pet(s) 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 PCHA grievance procedure.

Death of a Pet

Resident(s) are responsible for arranging for disposal of any dead pet(s). The remains of the pet(s) may not be buried on PCHA property, however cremation of the deceased pet(s) and retention of the deceased pet(s) ashes in the unit is allowed.

Incorporation into Lease

Lease Attachment A – Pet Policy is incorporated by reference into the Lease of each Tenant of the PCHA. This Lease Attachment A – Pet Policy shall be maintained in the PCHA's office and shall be made available to any Tenant upon request. This Pet Policy also is part of the PCHA's ACOP document.

Exclusions

This Lease Attachment A – Pet Policy does not fully apply to animals that are used to assist persons with disabilities or special needs. Assistive animals are still subject to the provisions regarding License, Inoculations, Financial Obligation of Resident(s), Nuisance or Threat to Health or Safety, Designation of Pet Areas, Miscellaneous Rules, Removal of Pets, and Death of a Pet.

Disputes

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

Resident(s):

_____ **Date:** ____ / ____ / ____

Pike County Housing Authority:

_____ **Date:** ____ / ____ / ____

