

ATTACHMENT "E"

PET POLICY

OVERVIEW

Following are a few of the major points contained in the Pet policy. However, you must read and complete the Policy in its entirety.

THE PET POLICY MUST BE COMPLETED AND APPROVED TEN (10) DAYS BEFORE YOUR PET IS BROUGHT INTO YOUR APARTMENT. THE PET POLICY IS AN AMENDMENT TO YOUR LEASE AGREEMENT.

- **ONLY** a common household pet defined as a domesticated animal, such as a dog, cat, bird, fish, or turtle that is kept in the home for pleasure rather than commercial purposes will be permitted. This does not include reptiles (except turtles). No other type of pet will be permitted. Any other pet will be refused registration.
- **NO** dangerous or intimidating pets, i.e., pitbulls, rottweilers, Doberman pinschers, chows etc. (see complete list in Policy)
- **DOGS** cannot weigh more than 30 pounds at full growth.
- **ONLY** 1 dog, or 2 cats, or 2 birds, or 2 rodents, or 1 aquarium (Limit 20 gal.) is permitted in a unit.
- **Your** veterinarian must complete and sign a section of this Pet Policy. Your pet must have all required shots and they must be kept current. Your pet must be neutered or spayed. Dogs must have a current license. Your pet information must be updated annually and you must bring your pet to the office once each year to be photographed.
- **You** must complete a responsibility statement showing the names and telephone numbers of 3 persons who would come and get your pet in case you are unable to care for it.
- **A deposit** of \$95.00 is required.
- **You** must control your pet so it does not create a disturbance. **DOGS AND CATS MUST BE KEPT ON A LEASH.** You must also clean up after your pet to avoid a Maintenance charge.
- **NO VISITING PETS.**

If you fail to follow the terms of the Pet Policy, you may have to remove your pet from your apartment and you could also be evicted.

HOUSING AUTHORITY OF THE COUNTY OF GREENE PET POLICY

This Policy is entered into by and between the **HOUSING AUTHORITY OF**

THE COUNTY OF GREENE (the "Landlord") and
(_____) (the "Resident") for attachment to the Lease.

This Policy is incorporated into and constitutes an integral part of the Lease to which it is attached. The terms used herein, which are defined or specified in the Lease, shall have the meanings indicated in the Lease where the context permits unless otherwise indicated herein, and definitions of terms set forth herein shall apply to the Lease where the context permits. If there are any inconsistencies between the provisions of this Policy and the provisions of the Lease, the provisions of this Policy shall control. Any violation of this Policy shall constitute a material breach of the Lease.

SECTION 1 DEFINITION OF PET AND NUMBER PER UNIT

A common household pet is defined as being a cat, dog, goldfish or tropical fish, canary, parakeet, or lovebird. A common household pet is defined as a domesticated animal, such as a dog, cat, bird, hamster, fish, or turtle that is traditionally kept in the home for pleasure rather than for commercial purposes. **No other type of pet will be permitted.** Any other pet will be refused registration. Common household pet does not include reptiles (except turtles) insects, Arachnids, domesticated dogs that exceed 30 pounds (Animals certified to assist persons with disabilities are exempt from this weight limitation). Vicious or intimidating pets, dog breeds including pit bulls, Rottweiler, Chow, Boxer, Doberman, Dalmatian, German Shepherd are considered vicious or intimidating breeds and are not allowed; animals who would be allowed to produce offspring for sale (commercial breeding); wild, feral, or any other animals that are not amenable to routine human handling; any poisonous animals of any kind; fish in aquariums exceeding 20 gallons in capacity; non-human primates; animals whose climatological needs cannot be met in the unaltered environment of the individual dwelling unit; pot-bellied pigs; ferrets or other animals whose natural protective mechanisms pose a risk of serious bites and/or lacerations to small children; hedgehogs or other animals whose protective instincts and natural body armor produce a risk of serious puncture injuries to children; chicks, or other animals that pose a significant risk of salmonella infection to those who handle them; pigeons, doves, mynahs, psittacoses, and birds of other species that are hosts to the organisms that cause psittacosis in humans; snakes or other kinds of reptiles; rodents, guinea pigs, gerbils, amphibians, insects and simians. Any animal not permitted under state law to be held as a pet will be excluded and other animals not listed above.

Aquariums cannot be larger than 20 gallons. Dogs cannot weigh more than 30 pounds at full growth. **If the dog grows to weigh more than the allowable weight, it then must be removed from the household immediately or the entire household will face the possibility of eviction.** Only 1 dog, or 2 cats, or 2 birds, or 2 rodents, or 1 aquarium (Limit 20 gal.) is permitted in a unit.

SECTION 2 PRE-REGISTRATION REQUIRED PRIOR TO ADMISSION

No less than ten (10) days before pet is to be brought into the building, such pet must be registered with the Landlord by the Resident, delivering to the Landlord the **completed Pet Registration form attached as Exhibit I**. Registration must show type of pet, recent picture, name, age, and if applicable, license number and current inoculation information, name and address of pet's veterinarian, plus a signed responsibility statement showing the name of three (3) persons the Authority may call to come get the pet if the Resident is unable to care for it. (see Section 4). Pet registration must be updated annually at the time of the annual reexamination.

If the Resident fails to provide complete pet registration information or fails to update the pet registration annually, the pet will not be permitted on Housing Authority property. Furthermore, if Landlord reasonably determines, based on the information supplied in this Policy, or the Resident's housekeeping habits and practices, that the Resident will be unable to comply fully with all of these Pet Regulations, the pet will be denied registration admission. A notice will be sent to the Resident stating the basis for Landlord's determination.

SECTION 3 REQUIRED UPDATE OF REGISTRATION

Each pet's registration must be updated once each year. February 15 Updated annual registration will include:

- a. Verification that the pet's license is in effect and has been renewed for the current year;
- b. The Dog or Cat must be brought to the management office each year to be photographed;
- c. Proof of any inoculations that are required for such pet, that all shots are current; and
- d. Proof of annual veterinary care.

At this time, the Pet Responsibility Statement will be reviewed with the Resident to see that the 3 persons listed are still correct and that there has been no change in either address or phone numbers.

SECTION 4 PET RESPONSIBILITY STATEMENT

Prior to pet admission, the Resident must complete and sign a written responsibility statement showing the name, address, and phone number of three (3) **local** persons who will come and get the pet if the Resident is unable to care for it. The responsibility form must be renewed each year at the time the pet's registration is updated.

SECTION 5 SECURITY DEPOSIT

Unless otherwise prescribed by the U.S. Department of Housing and Urban Development, A Pet Security Deposit will be required of dog and cat owners in the amount of \$ 95.00 payable as follows: \$65.00 on or before the date when the pet is brought onto the premises and subsequent monthly payments of \$10.00 per month payable together with rent for the next three (3) months. The Landlord will refund any unused portion of the Pet Security Deposit within a reasonable time after a the Resident moves from the building provided the Resident leaves a forwarding address in writing or no longer owns or keeps a pet at the premises. The Resident must provide written proof that the pet is no longer in the household and schedule an inspection of the unit with the Authority Maintenance Staff.

SECTION 6 PETS - GENERAL CONDITIONS

The Resident agrees to comply with these rules and the violation of these rules may be grounds for removal of the pet or termination of the Resident's tenancy, or both.

- A. Only 1 pet is allowed in the elevator at a time. If one pet is already in the elevator car when it stops at a floor, the second pet owner must wait for a car to stop without another pet in it.
- B. Pet owners must use the nearest accessible exit when taking their pet outside. Pet is permitted to be taken to the main floor for entrance or exit only.
- C. No pet may be left unattended, whether tied or tethered, outside of the Resident's unit or building.
- D. No pet is permitted to be taken to a floor other than their own apartment floor if residing in a multi-floor building. Pets are not to be taken into another Resident's apartment for any reason.
- E. No dog or cat may be exercised on the Landlord's property.
- F. Pets are never permitted in the building's public rooms such as the offices, laundry room, lounges, or community rooms.
- G. Residents shall not alter their unit, porch, or hallway in any way as to create an enclosure for their pets.
- H. Apartments, patios, and hallways must be kept clean and free of hair, feathers, seeds, droppings, urine, feces and odors at all times.
- I. Costs of extermination from fleas, ticks, or other animal related pests caused by a Resident's pet will be the responsibility of such Resident.
- J. Residents shall not permit any disturbance by their pet which would interfere with other Residents' quiet enjoyment of their accommodations. This includes disturbances such as loud barking, howling, scratching, whining, loud chirping, yowling, screeching, or other such activities.

SECTION 7 **Pet Waste**

Pet Waste must be properly disposed of as specified in the specific pet regulations applying to the type of pet in question. At no time will pet waste of any type be permitted to be placed in any trash receptacle, wastebasket, or garbage can inside the building.

Pet waste of all types, including litter box and cage cleaning, must be put in tightly fastened, heavy duty plastic bags and placed outside in garbage cans with lids. Pet waste must be removed immediately from any exterior areas and disposed of properly. A \$10.00 charge will be levied each time the Resident fails to remove pet waste in accordance with the rules.

SECTION 8 **VISITING PETS**

Visiting pets are not permitted unless they are assistance animals, without specific written permission from the Landlord. If such written permission is granted, all rules of this Pet Policy will apply to the visiting pet while on the Landlord's premises.

SECTION 9 **PROTECTION OF THE PET**

If the health or the safety of a pet is threatened by any factors that render the Resident unable to care for the pet, the Landlord will contact one of the 3 persons listed on the Pet Responsibility Statement. If the responsible party(s) is unwilling or unable to care for the pet, or if the PHA after reasonable efforts cannot contact the responsible party(s), the Landlord may contact the appropriate state or local agency and request the removal of the pet. If there is no state or local agency authorized to remove a pet, the Landlord or his designee will enter the Resident's unit, remove the pet, and place it with the Humane Society. Humane Society procedures will be followed concerning permanent disposition of the animal. Cost of any professional care will be borne by the pet owner.

Any pet suffering illness must be taken, within two (2) calendar days, to a veterinarian for diagnosis and treatment. Upon demand the pet owner must provide the Landlord with a veterinarian's statement indicating diagnosis. Any pet suspected of suffering symptoms of rabies or any other disease considered to be a threat to health must be immediately removed from the premises until signed evidence from a veterinarian can be produced to indicate that the animal is not so afflicted.

SECTION 10 OWNER'S ABSENCE

If the Resident is temporarily absent from the apartment, the Landlord must be notified as soon as possible before the Resident leaves with the name of the person who will take total responsibility to care for the pet until the Resident returns.

Failure to abide by the above regulations will cause the Landlord to arrange for removal and care of the pet as stated in Section 8, with the cost for such care the full responsibility of the Resident.

SECTION 11 PET VIOLATIONS

1. **Loose Pets** - If a pet gets loose and out of the Resident's Premises, **the Resident, and not the Landlord** is responsible for damages and recapture. The Resident will immediately clean up any waste and pay the cost of any damages incurred immediately upon presentation of the bill from the Landlord or another Resident if they or their property is involved.

2. **Notice of Pet Rule Violation.** If the Landlord determines that the Resident has violated a rule governing the keeping of pets, the Landlord will serve a notice to the Resident of pet rule violation. The notice of pet rule violation will be in writing and will:
 - a. Contain a brief statement of the factual basis for the determination and the pet rule or rules alleged to be violated;

 - b. State that the Resident has 5 days from the effective date of service of the notice to correct the violation (including, in appropriate circumstances, removal of the pet) and to make a written response to the Landlord.

 - c. State that the Resident's failure to correct the violation may result in initiation of such procedures to have the pet removed or to terminate the Resident's tenancy, or both.

3. **Notice for Pet Removal.** If the Landlord determines that the Resident has failed to correct the pet rule violation, the Landlord may serve a notice to the Resident requiring the Resident to remove the pet. The notice will be in writing and will:
 - a. Contain a brief statement of the factual basis for the determination and the pet rule that has been violated;

 - b. State that the Resident must remove the pet; and

 - c. State that failure to remove the pet shall result in initiation of procedures to have the pet removed or terminate the Resident's tenancy, or both.

SECTION 12 PET REMOVAL

If a pet becomes vicious or displays symptoms of severe illness or other behavior that constitutes an immediate threat to the health or safety of the Residents as a whole, as determined by the Landlord, the Landlord or an authorized agency will be permitted to enter the Resident's unit, remove the pet, and take such action with respect to the pet as may be permissible under state and local law. The Landlord is permitted to enter the Premises in such case as above if any one of three situations apply:

- a. The Resident has refused to remove the pet or if the Landlord is unable to contact the Resident to make the removal request.
- b. If the Resident is willing but unable to remove the pet.
- c. Landlord reasonably believes the pet is being abused or neglected.

Should the Resident decide for any reason they no longer want the pet, it is the Resident's responsibility to remove it at their expense.

If the pet is removed as a result of any aggressive act on the part of the pet, the pet will not be allowed back on the premises.

Once a pet has been removed by the Landlord due to problems incurred, the Tenant will not be permitted to bring in a new pet to the Landlord's property.

SECTION 13 DEATH OF PET

Should a pet die on the Landlord's property it is the responsibility of the Resident to dispose of the pet immediately. If this is not done within 1 day and the Landlord must dispose of such pet, the Resident will be responsible for all costs incurred by the Landlord. The pet may not be disposed of on the Landlord's property or in a garbage can or dumpster located thereon.

SECTION 14 UNIT INSPECTION

The Landlord's maintenance personnel will not be permitted to enter the premises housing a dog or cat unless the Resident is home and places the pet on a leash or pet is otherwise under control at all times while the maintenance personnel are in the unit. Any problems noticed at an inspection such as damages to the premises, infestation, or odors will be rectified by repairs, extermination, or elimination of odors within ten (10) days of the inspection. If the Resident has not arranged for repairs or extermination or eliminated offensive odors within such ten (10) day period, the Landlord will then make the necessary corrections at the Resident's expense. These charges are due and must be paid by the 1st of the 2nd month following the posting of the charges to the Resident's account.

SECTION 15A DOGS.

In addition to the other sections of these rules, the following apply:

Dogs must be completely housebroken at six (6) months old.

Proof that the dog is neutered or spayed must be furnished at initial Registration or when the dog reaches the appropriate age.

Each dog must be licensed by the appropriate local governmental agency and proof of license renewal is required each year by the Resident. Dogs must wear a collar at all times showing license and owner's name and address, plus a flea collar.

Each year the Resident must show proof that the dog has had the proper Parvo shots for distemper and rabies in addition to other required inoculations. This proof must be signed by a veterinarian.

A dog cannot weigh over 30 pounds at maturity. A statement from a veterinarian will be required at initial Pet Registration verifying that normally that type of dog will not exceed the weight requirement as listed.

A Resident must hold their dog on a leash at all times when outside of the Resident's unit unless the dog is in an approved locked pet carrier. Small dogs should be held and carried through the building even if on a leash. Dogs may not be exercised or curbed on the Landlord's property. They must be walked or curbed outside the Landlord's property.

In the case that a pet deposits waste on the Landlord's property, the Resident must remove such waste immediately. Waste must be placed in a plastic bag, sealed tightly, and put into an outside garbage can with a lid.

It is the Resident's responsibility to clean any deposit of hair, rain, mud, snow, or animal waste left in any areas by their pet immediately.

Dogs should be brushed on a regular basis so that their hair does not shed during their trips in and out of the building.

No dog may stay alone in a unit overnight. It is the responsibility of the Resident if they have to leave suddenly and be away overnight to take the pet elsewhere until they return.

The flea collar must be changed every three (3) months, and this will be checked upon unit inspection.

Whenever Landlord's employees or contractors need to enter the Unit, the Resident must be present or see that the dog is otherwise under control at all times.

SECTION 15B CATS

In addition to the other sections of these rules, the following apply:

Proof that the cat has been spayed or neutered must be shown at initial registration or at the time the cat reaches the appropriate age.

Cats must wear a collar at all times showing owner's name and address, plus a cat flea collar.

Proof must be shown before admission and each year that the cat has had the proper FVR-CP and rabies and distemper shots in addition to other required inoculations. This proof must be signed by a veterinarian.

Cats must be on a leash at all times and carried when outside the Resident's apartment or carried in an approved locked pet carrier.

The Resident must use a cat litter box and waste must be cleaned daily from the litter box, placed in a tightly fastened plastic bag, and placed into an outside garbage can with a lid. Litter must be disposed of a minimum of twice a week and replaced with new, clean litter. Soiled litter must be placed in a tightly sealed plastic bag and placed into an outside garbage can with a lid. Cat waste and litter are never to be disposed of in the building.

Cats must be exercised off the Landlord's property.

In the case that a cat deposits waste on the Landlord's property, the Resident must immediately remove such waste. The waste must then be placed in a plastic bag, sealed tightly and put into an outside garbage can with a lid.

Whenever Landlord's employees or contractors need to enter the unit, the Resident must be present **or** the cat must be otherwise under control at all times.

It is the Resident's responsibility to clean any deposit of hair, rain, mud, snow, or animal waste left in any areas by their pet immediately.

The Resident also agrees to comply with the rules for pets as provided in this Policy and the violation of these rules may be grounds for removal of the pet or termination of the Resident's tenancy, or both, in accordance with the provisions of this Pet Policy and all applicable regulations.

DO NOT SIGN THIS POLICY IF YOU HAVE NOT READ IT CAREFULLY AND HAD ALL QUESTIONS ANSWERED, AS THIS DOCUMENT IS A BINDING PORTION OF YOUR LEASE.

Resident's Signature

Resident's Signature

Housing Authority Representative

EXHIBIT I
HOUSING AUTHORITY OF THE COUNTY OF GREENE
PET REGISTRATION FORM

As of this date, _____ I _____ of
(address) _____ am

requesting registration of the following type of pet:

a _____, name _____ age _____.
(type-dog, cat, etc.)

I will bring my pet to the Housing Authority office to be photographed annually.

My pet's veterinarian is: _____

Address: _____

Phone: _____

VETERINARIAN MUST COMPLETE THE FOLLOWING:

This pet has had the following necessary inoculations:

Type: _____ Date: _____

Type: _____ Date: _____

Type: _____ Date: _____

which are effective until _____.

A dog cannot weigh over 30 pounds at maturity. I am certifying that, in my professional judgment, a dog of this type will not normally exceed the weight requirement as contained in this Pet Policy.

I am certifying that:

- A. The dog will not weigh more than 30 pounds at maturity
- B. The pet is in good health,
- C. The pet has received all inoculations required by the state, has no communicable disease and is pest free,
- D. The pet (dogs and cats) has been spayed or neutered as required by management on

_____ or will reach the appropriate age for this procedure on _____.

Veterinarian's Signature

Date

As the pet owner, I hereby certify that I have a pet license and it is in effect until _____ (copy attached).

As the pet owner, I also have read the Pet Policy and agree to abide by the regulations. My signed Pet Responsibility Statement is attached.

Resident's Signature

Resident's Signature

PET RESPONSIBILITY STATEMENT

(Must be submitted with the Pet Registration Form to the Housing Authority before the pet can be approved)

As a pet owner residing at _____,
managed by the Housing Authority of the County of Greene, I have contacted the following three (3) local persons who have agreed by their signatures on this Pet Responsibility Statement to accept the responsibility for removal and/or care of my pet if I am unable to care for it.

I have read the Pet Regulations and agree to abide by the rules and assume responsibility to care for the pet mentioned in this policy in the event the owner for any reason is not able to care for the pet.

CAREGIVER SIGNATURE: _____

PRINTED NAME: _____

PHONE: _____

CAREGIVER SIGNATURE: _____

PRINTED NAME: _____

PHONE: _____

CAREGIVER SIGNATURE: _____

PRINTED NAME: _____

PHONE: _____

PET POLICY- ASSISTANCE ANIMALS

OVERVIEW

This part discusses situations under which permission for an assistance animal may be denied, and also establishes standards for the care of assistance animals.

Assistance animals are animals that work, provide assistance, or perform tasks for the benefit of a person with a disability, or that provide emotional support that alleviates one or more identified symptoms or effects of a person's disability. Assistance animals are often referred to as "service animals," "assistive animals," "support animals," or "therapy animals" and perform many disability-related functions, including but not limited to the following:

- Guiding individuals who are blind or have low vision
- Alerting individuals who are deaf or hearing impaired
- Providing minimal protection or rescue assistance
- Pulling a wheelchair
- Fetching items
- Alerting persons to impending seizures
- Providing emotional support to persons with disabilities who have a disability-related need for such support

Assistance animals that are needed as a reasonable accommodation for persons with disabilities are not considered pets, and thus, are not subject to the PHA's pet policies described in Part II of this chapter [24 CFR 5.303; 960.705].

The PHA will not require a security deposit, insurance or collect other fees for an assistance animal. The breed, size and type of assistance animal will not be restricted. An assistance animal does not require any formal training or certification. Assistance animals include emotional support animals.

10-I.B. APPROVAL OF ASSISTANCE ANIMALS

A person with a disability is not automatically entitled to have an assistance animal. Reasonable accommodation requires that there is a relationship between the person's disability and his or her need for the animal [PH Occ GB, p. 179].

A PHA may not refuse to allow a person with a disability to have an assistance animal merely because the animal does not have formal training. Some, but not all, animals that assist persons with disabilities are professionally trained. Other assistance animals are trained by the owners themselves and, in some cases, no special training is required. The question is whether or not the animal performs the assistance or provides the benefit needed by the person with the disability [PH Occ GB, p. 178].

A PHA's refusal to permit persons with a disability to use and live with an assistance animal that is needed to assist them, would violate Section 504 of the Rehabilitation Act and the Fair Housing Act unless [PH Occ GB, p. 179]:

- There is reliable objective evidence that the animal poses a direct threat to the health or safety of others that cannot be reduced or eliminated by a reasonable accommodation
- There is reliable objective evidence that the animal would cause substantial physical damage to the property of others

PHAs have the authority to regulate assistance animals under applicable federal, state, and local law [24 CFR 5.303(b)(3); 960.705(b)(3)].

PHA Policy

For an animal to be excluded from the pet policy and be considered an assistance animal, there must be a person with disabilities in the household, and the family must request and the PHA approve a reasonable accommodation in accordance with the policies contained in Chapter 2.

10-I.C. CARE AND HANDLING

HUD regulations do not affect any authority a PHA may have to regulate assistance animals under federal, state, and local law [24 CFR 5.303; 24 CFR 960.705].

PHA Policy

Residents must care for assistance animals in a manner that complies with state and local laws, including anti-cruelty laws.

Residents must ensure that assistance animals do not pose a direct threat to the health or safety of others, or cause substantial physical damage to the development, dwelling unit, or property of other residents.

When a resident's care or handling of an assistance animal violates these policies, the PHA will consider whether the violation could be reduced or eliminated by a reasonable accommodation. If the PHA determines that no such accommodation can be made, the PHA may withdraw the approval of a particular assistance animal.