

ANIMAL POLICY
(revised January, 2015)

I. STATEMENT OF NONDISCRIMINATION

The Management will not discriminate against persons who reside in or apply for residence in federally assisted rental housing on the basis that such persons own or keep common household pets in their units.

- A. Parts of this policy do not apply to animals that are used to assist persons with disabilities.
- B. In order to qualify for this exclusion, the Resident or Applicant will be given a form for a licensed medical professional to verify the need for the reasonable accommodation.

II. 4350.3 HUD HANDBOOK APPENDIX 4-B, SECTION 16, PARAGRAPH 1-3

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-Owned Projects) and provisions governing the termination of tenancy under the Section 8 housing assistance payments and project assistance payments programs.

Note: The 24 CFR 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 immediately, 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.

III. SCOPE OF THE POLICY

- A. This policy applies to common household pets. The term includes only domesticated animals that are traditionally kept in the home for pleasure rather than for commercial purposes.
 - i. Common household pets include the following:
 - 1. Dog
 - 2. Cat
 - 3. Bird
 - 4. Fish
 - 5. Turtle

IV. RULES

A. ANIMAL CARE AND TREATMENT

- i. Residents will be responsible for maintaining their animal in a healthy environment and for ensuring that their animal receives proper standard care and humane treatment.
- ii. No animal shall be left unattended in a unit for a period of time in the excess of eight (8) hours.
- iii. Residents will be responsible for keeping their animal and their unit free of fleas, ticks, and other infestations.
- iv. Residents will be responsible for threatening behavior on the part of their animal, as well as disturbances to neighbors due to barking, scratching, or other unusual and/or persistent noises caused by their animal. Three (3) verified complaints followed by written notice to the animal owner regarding this behavior will constitute grounds for termination of animal privileges and/or eviction.
- v. Animal Control will be called if any animal bites or attacks a person or animal and skin is broken.
- vi. Each animal, where appropriate, must be properly licensed and must wear a collar which displays an identification tag.

B. ANIMAL BOARDING

- i. All animals must be boarded and/or caged, as appropriate, within the unit.
- ii. All birds must be caged at all times both inside and outside the unit.
- iii. No visiting pets are allowed.

C. DISPOSAL OF ANIMAL WASTE

- i. Residents must ensure that any waste caused by an animal is properly contained, removed, and disposed of including waste outside the unit.
- ii. Residents who keep a cat using a litter box must change the litter twice a week. All litter and waste must be placed in appropriate trash disposal containers and disposed of in accordance with Management requirements.
- iii. Litter and other animal waste shall not be disposed of through the plumbing system by flushing said waste down a toilet or otherwise.
- iv. In the event that the Resident fails to remove and dispose of animal waste in accordance with this policy, said failure shall constitute a lease violation. Additionally,

Management will impose on the Resident's a waste removal charge in the amount of \$5.00 per occurrence.

D. ANIMAL EXERCISE AND CONTROL

- i. Residents may exercise and/or walk their animals only in designated areas of the community. Residents must ensure that their animals do not wander into neighboring yards or common areas and that they are effectively restrained at all times.
- ii. In the event that no animal area is designated, Residents must remove their animals from the property site for exercise and/or other activities.
- iii. All dogs, cats, and other animals, as applicable, must be appropriately and effectively restrained and under the control of a responsible individual at all times while outside the unit and in the common areas of the property. All such animals must be either on a leash of no more than five (5) feet in length or carried in a closed, ventilated container.
- iv. Pets are allowed in common areas for ingress and egress only.
- v. No animal may be tied up outside.

E. ANIMAL REGISTRATION

- i. Residents must register their animals with Management prior to bringing said animals on the property site. All information must be updated annually along with the Resident's recertification or as necessary to maintain accurate records. The file will include the following:
 1. A certificate or letter signed by a licensed veterinarian or a state or local authority stating that the animal has been spayed or neutered and that the animal has received all inoculations required by applicable state and local law.
 2. Information sufficient to identify the animal and to demonstrate that it is a common household animal.
 3. The name, address, and phone number of one or more responsible parties who will care for the animal if the Resident dies, becomes incapacitated, or is otherwise unable to care for the animal.
- ii. Management may refuse to register the animal under the following circumstances.
 1. The animal is not a common household animal.
 2. Keeping the animal would violate a provision of the Animal Policy.
 3. The Resident fails to provide complete animal registration information or fails to annually update animal registration.
 4. Management reasonably determines, based upon the Resident's habits and practices, that the resident would be unable to keep the animal in compliance with the animal rules and other lease obligations. The animal's temperament may be considered as a factor in determining the Resident's ability to comply with the Lease and Community Policies.

F. LIMITATION ON FOUR-LEGGED WARM BLOODED ANIMALS

- i. Each Resident is permitted to own one (1) four-legged warm blooded animal.
- ii. Said animal shall not exceed at maturity twenty-five (25) pounds in weight or eighteen (18) inches shoulder height.

G. PET DEPOSIT

- i. A pet deposit is required for Residents who choose a dog or cat as a pet.
- ii. Each Resident with a dog or a cat will be required to pay a \$350.00 refundable pet deposit. Payments toward the pet deposit shall be made as follows: \$50.00 initial fee for the first month and a \$10.00 monthly fee thereafter until the deposit amounts are satisfied.
- iii. Said deposit will be used only to pay reasonable expenses attributable to the presence of the pet in the property, including, but not limited to, the cost of repairs and replacements to and fumigation of the unit and the cost of animal care facilities.
- iv. Management will refund the unused portion of the deposit to the Resident within a reasonable time after the Resident moves from the property or no longer owns or keeps the pet in the unit.
- v. Deposits are not required on assistive animals.

H. VIOLATION PROCEDURES

- i. In the event Management determines, on the basis of information supported by written documentation, that a Resident has violated this Animal Policy, Management shall serve written notice of said violation on the Resident.
- ii. The Resident has fourteen (14) days to correct the violation (including removal of the animal) or make written request for a meeting to discuss the violation.
- iii. Failure to correct the violation, request a meeting, or appear at a requested meeting may result in initiation of eviction procedures.

I. REMOVAL OF AN ANIMAL

- i. In accordance with applicable regulations and state and local law, Management may, at any time, initiate procedures to remove an animal.
- ii. In the event that an animal becomes vicious, displays symptoms of severe illness, or demonstrates other behavior that constitutes an immediate threat to the health or safety of the Residents, Management may have the animal removed and placed in a facility and deduct any related charges from the pet deposit.
- iii. Animal removal costs for any purposes such as death or hospitalization of a Resident shall be deducted from the security deposit.

J. RESIDENT ACKNOWLEDGEMENT OF ANIMAL POLICY

i. _____
(Printed Name)

ii. _____
(Signature) (Date)

This organization does not discriminate on the basis of handicapped status in the admission of or access to, or treatment or employment in, its federally assisted programs and activities.

