



PET POLICY

Fort Payne Housing Authority (HA)

(adopted 3-05-2018)

Resolution #18-02

Section I.

- A. Pet ownership: A tenant may own one or more common household pets or have one or more common household pets present in the dwelling unit of such tenant, subject to the following conditions:
1. Each Head of Household may own up to two pets. If one of the pets is a dog or cat, (or other four legged animal), the second pet must be contained in a cage or an aquarium for fish. Each bird or other animals, other than fish, shall be counted as one pet.
 2. If the pet is a dog or cat, it must be neutered/spayed by the age of six (6) months. The evidence can be provided by a statement/bill from a veterinarian and/or staff of the humane society. The evidence must be provided prior to the execution of this agreement and/or within 10 days of the pet becoming of the age to be neutered/spayed.
 3. Tenant must provide waterproof and leak proof litter boxes for cat waste, which must be kept inside the dwelling unit. Cardboard boxes are not acceptable and will not be approved. The Tenant shall not permit refuse from litter boxes to accumulate nor to become unsightly or unsanitary.
 4. The weight of a cat cannot exceed 10 pounds (fully grown) and a dog may not exceed 20 pounds in weight (fully grown). All other four legged animals are limited to 10 pounds (fully grown).
 5. If the pet is a bird, it shall be housed in a birdcage and cannot be let out of the cage at any time.
 6. If the pet is a fish, the aquarium must be twenty gallons or less, and the container must be placed in a safe location in the unit. The Tenant is limited to one container for the fish; however, there is no limit on the number of fish that can be maintained in the container as long as the container is maintained in a safe and non-hazardous manner.
 7. If the pet is a cat or dog, it must have received rabies inoculations. Evidence of inoculations can be provided by a certificate, or bill from veterinarian or staff of the humane society and must be provided before the execution of this agreement. **Also, all pets must wear collars with "Tag" identification, received at the Veterinarian office, certifying the animal has had its required vaccination, at all times. Pets without a collar will be picked-up immediately and transported to the Humane Society or other appropriate facility. Tenant agrees to comply with pet policy, any animal not wearing the "Tag", will be a violation of the policy and grounds for removal of the pet, termination of pet owner's tenancy or both.**

8. All pets must be housed within the unit and no facilities can be constructed outside of the unit for any pet. No animal shall be permitted to be loose and if the pet is taken outside it must be taken outside on a leash and kept off other Tenant's lawns.
9. All authorized pet(s) must be under the control of an adult. An unleashed pet 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 HA property may be impounded and taken to the local Humane Society. It shall be the responsibility of the Tenant to reclaim the pet at the expense of the Tenant. Also, if a member of the HA staff has to take a pet to the Humane Society the Tenant will be charged \$50 to cover the expense of taking the pet(s) to the Humane Society.
10. Pet(s) may not be left unattended for more than twenty-four consecutive hours. If it is reported to HA staff that a pet(s) has been left unattended for more than Twenty-four (24) consecutive hour period, HA staff may enter the unit and remove the pet and transfer the pet to the Humane Society. Any expense to remove and reclaim the pet from any facility will be the responsibility of the tenant. In the case of an emergency, the HA will work with the resident to allow more than 24 hours for the resident to make accommodations for the pet.
11. Pet(s), as applicable, must be weighed by a veterinarian or staff of the Humane Society. A statement containing the weight of the pet must be provided to the HA prior to the execution of this agreement and upon request by the HA.

NOTE:

Any pet that is not fully grown will be weighed every six months. Also, any pet that exceeds the weight limit at any time during occupancy will not be an Eligible pet and must be removed from HA property.

- B.** Responsible Pet Ownership: Each pet must be maintained responsibly and in accordance with this pet ownership lease addendum and in accordance with all applicable ordinances, state and local public health, animal control, and animal anti-cruelty laws and regulations governing pet ownership. Any waste generated by a pet must be properly and promptly disposed of by the tenant to avoid any unpleasant and unsanitary odor from being in the unit.
- C.** Prohibited Animals: Animals or breeds of animals that are considered by the HA to be vicious and/or intimidating will not be allowed. Some examples of animals that have a reputation of a vicious nature are: reptiles, rottweiler, Doberman pinscher, chows, pit bulldog, and/or any animal that displays vicious behavior. This determination will be made by a HA representative prior to the execution of this lease addendum.
- D.** Pet(s) shall not disturb, interfere or diminish the peaceful enjoyment of other tenants. The terms, "disturb, interfere or diminish" shall include but not be limited to barking, howling, chirping, biting, scratching and other like activities. This includes any pets who make noise continuously and/or incessantly for a period of 10 minutes or intermittently for one-half hour or more and therefore disturbs any person at any time of the day or night. The Housing 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.

- E. If the animal should become destructive, create a nuisance, represent a threat to the safety and security of other persons, or create a problem in the area of cleanliness and sanitation, the Housing Manager will notify the tenant, in writing, that the animal must be removed from the Public Housing Development, within 10 days of the date of the notice from the HA. The Tenant may request a hearing, which will be handled according to the HA's established grievance procedure. The pet may remain with the tenant during the hearing process unless the HA has determined that the pet may be a danger or threat to the safety and security of other persons. If this determination has been made by the HA, the pet must be immediately removed from the unit upon receipt of the notice from the HA.
- F. The Tenant is solely responsible for cleaning up the waste of the pet within the dwelling and on the premises of the public housing development. If the pet is taken outside it must be on a leash at all times. If there is any visible waste by the pet it must be disposed of in a plastic bag, securely tied and placed in the garbage receptacle for their unit. If the HA staff is required to clean any waste left by a pet, the Tenant will be charged \$25 for the removal of the waste.
- G. The Tenant shall have pets restrained so that maintenance can be performed in the apartment. The Tenant shall, whenever an inspection or maintenance can be scheduled, either be at home or shall have all animals restrained or caged. If a maintenance person enters an apartment where an animal is not restrained, maintenance shall not be performed, and the Tenant shall be charged a fee of \$25.00. If this same situation again occurs, the pet shall be removed from the premises. Pets that are not caged or properly restrained may be impounded by animal control officers or by HA staff and taken to the local Humane Society. It shall be the responsibility of the Tenant to reclaim the pet at the expense of the Tenant. Also, if a member of the HA staff takes a pet to the Humane Society the Tenant will be charged an additional \$50 to cover the expense of taking the pet(s) to the Humane Society. The Housing Authority shall not be responsible if any animal escapes from the residence due to maintenance, inspections or other activities of the landlord.
- F. Pets may not be bred or used for any commercial purposes.

Section II. SCHEDULE OF ANNUAL FEES AND INITIAL DEPOSIT
FEE AND DEPOSIT SCHEDULE

(An Annual Fee and Deposit is required for each pet)

<u>Type of Pet</u>	<u>Fee</u>	<u>Deposit</u>
Dog	\$150	\$250
Cat	\$100	\$150
Fish Aquarium	\$ 50	\$100
Fish Bowl (Requires no power and no larger than two gallon)	\$0	\$ 25
Caged Pets	\$100	\$150

Note: Under 24 CFR 5.63-380 (subpart C)
 Elderly Residents DO NOT Have to pay the non-refundable annual fees.

The entire annual fee and deposit (subject to the exception listed above) must be paid prior to the execution of the lease addendum. No pet shall be allowed in the unit prior to the completion of the terms of this pet policy. The annual fee shall be paid at the time of reexamination each year and all proof of inoculations and other requirements shall be made available to the HA at such time. The Annual Fee is not reimbursable. The deposit made shall be utilized to offset damages caused by the pet and/or tenant. Any balance, if any, from the deposit will be refunded to the tenant. THERE SHALL BE NO REFUND OF THE ANNUAL FEE.

It shall be a serious violation of the lease for any tenant to have a pet without proper approval and without having complied with the terms of this policy. Such violation shall be considered to be a violation of Paragraph IV (L) of the lease (a serious violation) and the HA will issue a termination notice. The tenant will be entitled to a grievance hearing in accordance with the provisions of Paragraph 5 of this Pet Policy or the Grievance Procedure, as applicable.

Name of Animal Owner(s): _____

Address: _____

Type of Animal: _____

Responsible Party if Tenant is unable to care for animal:

Name: _____

Address: _____

Phone: _____

Signature: _____ Date: _____

Date Annual Pet Fee Next Due: _____