

# HOUSING AUTHORITY OF THE CITY OF ATHENS PET POLICY

## Applicability

1. Pet rule requirements in this paragraph apply to housing for all families.
2. The regulations apply to household pets only.
3. The Housing Authority of the City of Athens, hereinafter referred to as AHA, is the Management Agent of Fifth Avenue/Higgins/Houston/Roberts/Sanderfer Road Apartments.

## Definition of a “Common Household Pet” as defined by the HUD 4350.3 HUD Glossary:

A domesticated animal, such as a dog, cat, bird, rodent (including a rabbit), fish, or turtle, that is traditionally kept in the home for pleasure rather than for commercial purposes. Common household pets do not include reptiles (except turtles). If this definition conflicts with any applicable State or local law or regulation defining the pets that may be owned or kept in dwelling accommodations, the State or local law or regulations shall apply.

This definition does not include animals that are used to assist persons with disabilities. [24 CFR 5.306]

**Size of Pet;** a Pet shall weigh no more than 20 pounds at maturity. For cases in which a Pet's weight at maturity is questionable, American Kennel Club standards shall be used for dogs; and Cat Fanciers Association for domestic cats.

**Pet Rules DO NOT apply to assistance animals.** “Pet rules” cannot be applied to assistance animals (and their owners).

1. Pet rules are meant to help maintain a decent, safe, and sanitary living environment for the residents in a property through the development of guidelines on the registration and inoculation of pets, the sanitary disposal of waste, and the restraint of pets while in common areas.
2. **Refundable Deposit:** The pet rules may require residents to pay a refundable pet deposit but apply only to those residents who own or keep cats or dogs in their units. This deposit is in addition to any additional financial obligation generally imposed on residents of the property.

Program	Maximum Amount to Collect (Per 4350.3 Exhibit 6-4)
Residents whose rents are subsidized by the Section 8 program.	<p>The <u>pet deposit</u> must not exceed \$250.00</p> <p>The <u>initial deposit</u> cannot exceed \$50.00 at the time the pet is brought onto the premises unless the resident chooses to pay more.</p> <p>The <u>pet rules</u> must provide for gradual accumulation of the remaining required deposit, not to exceed \$10.00 per month until the deposit is reached.</p> <p><b>NOTE:</b> A resident must be allowed to pay the entire amount or increments that are greater than \$10.00 if he or she chooses to do so.</p>



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3. **HUD has mandatory rules identified in the 4350.3 Exhibit 6-4.** The mandatory rules are the obligatory rules that must be prescribed for registration, pet restraints, inoculations, sanitary standards and written notification to a pet owner if an owner refuses to register a pet.

4. **Registration**

All pets to be registered: Management may refuse to register a pet if:

- a. The pet is not a common household pet;
- b. The keeping of the pet would violate any applicable house rule; or
- c. The pet owner fails to provide a completed pet registration.
- d. Written notification with the reason(s) will be sent if pet registration is refused.

5. **Pet Restraint:**

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 the property may be impounded and taken to the local Humane Society. It shall be the responsibility of the Resident to reclaim the pet at the expense of the Resident.

Pet(s) shall not disturb, interfere or diminish the peaceful enjoyment of other residents. 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.

Pet(s) may not be left unattended for more than twenty-four consecutive hours. If it is reported to management that a pet(s) has been left unattended for more than a twenty-four (24) consecutive hour period, management may enter the unit and remove the pet and transfer the pet to the humane society. The charge for the removal and to reclaim the pet from any facility will be the responsibility of the Resident. In the case of an emergency, the management will work with the resident to allow more than 24 hours for the resident to make accommodations for the pet.

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 Resident's lawns.

All pets must always wear collars with identification. Pets without a collar will be picked-up immediately and transported to the Humane Society and other appropriate facility.

6. **Inoculations and Sanitary Standards:**

All pets are to be inoculated in accordance with local and state law.

All dogs and cats must be spayed or neutered.

If the pet is a cat or dog, it must have received rabies and distemper inoculations or boosters, as applicable. Evidence of inoculations can be provided by a statement/bill from veterinarian or staff of the humane society and must be provided before the execution of this agreement.

The pets that exceed the 20 pounds weight limit at any time during occupancy will not be an eligible pet and must be removed from the property

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### 7. **Written Notifications:**

If there is credible and verifiable evidence that the resident violated the Pet Lease Addendum or the Pet Rules, Management may serve a written notice of a pet rule violation to the pet owner.

a. The notice must contain:

1. Pet rule(s) alleged to be violated;
2. A brief factual statement of how the pet violation was determined;
3. A statement that the pet owner has 14 days from the effective date of service of the notice to correct the alleged violation, or to make a written request for a meeting to discuss it;
4. A statement that the pet owner is entitled to be accompanied by another person of his/her choice at the meeting; and
5. A statement that the pet owner's failure to correct the violation, request a meeting, or appear at a requested meeting may result in the initiation of procedures to terminate the pet owner's tenancy.

### 8. **Meeting with the resident.**

1. If the pet owner makes a timely request for a meeting to discuss an alleged pet rule violation, management will establish a mutually agreeable time and place for the meeting.
2. The meeting must take place no later than 15 days from the effective date of the notice, unless management agrees to a later date. As a result of the meeting, the management may give the pet owner additional time to correct the violation.

### 9. **Notice of pet removal.** Management will issue a notice for the removal of the pet if:

1. The pet owner and property owner are unable to resolve the pet rule violation at the meeting; or
2. It is determined that the pet owner has failed to correct the pet rule violation.

### 10. **HUD allows for additional discretionary pet rules in Handbook 4350.3,** some of which are listed below. Discretionary rules have been developed by Management after consulting with the residents.

**Pet Size and Type:** If the pet is a dog or cat (house 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 the resident acknowledgement/Pet Registration Form within 10 days of the pet becoming of the age to be neutered/spayed. Resident must provide waterproof and leak proof litter boxes for cat waste, which must be kept inside the dwelling unit. Cardboard boxes are not

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acceptable and will not be approved. The Resident shall not permit refuse from litter boxes to accumulate nor to become unsightly or unsanitary. The weight of a dog and/or cat cannot exceed 20 pounds (fully grown). All other four-legged animals are limited to 10 pounds (fully grown).

**Density of Residents and Pets:** Each household/unit may only own one pet that is 4 legged and warm blooded. One fish tank with multiple fish is allowable. Caged Birds are allowable – one cage per unit. The Head of Household must register the pet with management. Registration includes the certification from a licensed veterinarian that the pet has obtained all required pet inoculations, information to identify the pet, and the name and address of the pet owner and the name, address and contact phone number of a responsible party to care for the pet if the owner is unable to. This information shall be updated annually as part of the reexamination process. An adult member of the tenant household must be listed as the owner on the paperwork from the veterinarian. AHA does not allow tenants to temporarily care or allow on AHA property animals/pets that they do not own.

**Pet Care Standards:** Each pet must be maintained responsibly 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 resident to avoid any unpleasant and unsanitary odor from being in the unit.

The Resident 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 always be on a leash. 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 management staff is required to clean any waste left by a pet, the Resident will be charged \$5 for the removal of the waste.

The Resident shall have pets restrained so that maintenance can be performed in the apartment. The Resident shall, whenever an inspection or maintenance is 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 Resident shall be charged a fee of \$5.00. 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 management staff and taken to the local Humane Society. It shall be the responsibility of the Resident to reclaim the pet at the expense of the Resident. The management shall not be responsible if any animal escapes from the residence due to maintenance, inspections or other activities of the landlord.

Pets may not be bred or used for any commercial purposes.

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## **11. Initiation of procedures to terminate a pet owner's tenancy.**

1. Management may not initiate procedures to terminate a pet owner's tenancy based on a pet rule violation, unless:
  - a. The pet owner has failed to remove the pet or correct a pet rule violation within the applicable time period; and
  - b. The pet rule violation is enough to begin procedures to terminate the pet owner's tenancy under the terms of the lease and applicable regulations.
2. Management may initiate procedures at any time in accordance with the provision of applicable state or local laws. If the state or local provisions conflict with the 14 days that the pet owner is given to correct the violation, then the timeframe that is most beneficial to the pet owner must be followed.

## **12. Management may modify the rules at any time, but the HUD procedures for notice and consultation will be followed.**

### **Please attach the following documents with your completed Pet Registration Form (Page 6 of this document):**

- Photograph of Pet (can be printed, emailed or texted to Management staff)
- Certification from a licensed veterinarian showing that all shots are current and up to date, Date that pet was surgically spayed or neutered with information identifying the pet and the owners name and current address. This can be a receipt from the vets office or Humane Society showing this information.
- Pet Security Deposit of \$250.00 if paying in full (Tenant will be required to sign a Pet Security Deposit Agreement at time of Pet Approval)

or

If tenant elects the **\$50.00** initial Pet Security Deposit (Tenant will be required to sign a Pet Security Deposit Installment Agreement to pay the remaining \$200.00 balance at the rate of at least \$10.00 per month at time of Pet approval). Security Deposits must be a money order or personal check.

If you have trouble understanding this document, please contact the leasing office.

- Contacte por favor la oficina de gestión si usted necesita ayuda a comprender este documento. (Spanish)

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## RESIDENT ACKNOWLEDGEMENT AND PET REGISTRATION FORM

After reading or having had the lease addendum read to me, I \_\_\_\_\_ (Print Tenant Name) a tenant that resides at: \_\_\_\_\_ (print tenant address with Unit #) agree to the following:

I agree to abide by the requirements outlined in this lease addendum for pet ownership and to keep the pet(s) in accordance with this lease addendum.

I also acknowledge that I should obtain liability insurance for pet ownership and that paying for insurance is my responsibility and agrees to accept full responsibility and will indemnify and hold harmless the landlord for any claims by or injuries to third parties or their property caused by my pet(s).

I agree to pay a refundable pet deposit of \$ **250.00** to the HA. The initial deposit if not paid in full, may be paid with an initial \$50.00 and then increments of at least \$10.00 per month. The unused portion of the pet deposit will be returned to the resident within **30 Days** after the resident moves from the property or no longer owns or keeps a pet in the unit.

I AGREE AND UNDERSTAND THAT ALL INFORMATION CONCERNING MY PET(S) MUST BE UPDATED ANNUALLY AND PROVIDED TO MANAGEMENT AT THE ANNUAL CERTIFICATION. I AGREE TO DISPLAY THE "PET HOUSED INSIDE" STICKERS PROVIDED BY THE AHA AT THE TIME OF PET APPROVAL, ON THE FRONT AND BACK DOOR TO MY UNIT.

I AGREE AND UNDERSTAND THAT VIOLATING THIS LEASE ADDENDUM MAY RESULT IN THE REMOVAL OF THE PET(S) FROM THE PROPERTY (OF THE OWNER) AND/OR EVICTION. RESIDENT ALSO UNDERSTANDS THAT VIOLATION OF THE PET POLICY AND/OR REMOVAL OF ANIMAL FROM PREMISES WILL RESULT IN NOT BEING ALLOWED TO OWN ANY TYPE OF PET FOR THE REMAINDER OF MY TENANCY WITH ATHENS HOUSING AUTHORITY. I MUST OBTAIN PRIOR APPROVAL FROM MANAGEMENT BEFORE MAKING A CHANGE OF A PET FOR WHICH THIS PET POLICY WAS APPROVED. A PICTURE MUST BE SUPPLIED TO AHA MANAGEMENT STAFF OF THE PET(S) FOR THE TENANT FILE AT THE TIME OF REGISTRATION.

Head of Household Signature:	Date:
Designated Responsible Persons Name:	
Designated Responsible Persons Address:	
Designated Responsible Persons Phone #:	
Pet Name, Type of Pet, Breed and Sex:	
Weight, Color and Age of Pet at current date:	
AHA Representative Signature:	Date:
Pet Security Deposit paid: <input type="checkbox"/> \$250.00 (Must attach signed Pet Security Deposit Agreement) <input type="checkbox"/> \$50.00 (Must attach signed Pet Security Deposit Installment Agreement)	

