

HOUSING AUTHORITY OF THE BOROUGH OF BELMAR

PET POLICY

I. Preamble

Section 227 of the Housing and Urban Renewal Recovery Act of 1983, effective November 30, 1983, provides for the ownership of pets in federally assisted rental housing built exclusively for occupancy by elderly and handicapped persons. The law further states that the Department of Housing and Urban Development has one year to draft regulations to deal with the law. In the interest of community relations the following Pet Policy is drafted to act as a policy and administrative guide. The policy is intended to meet the needs of management, non-pet owning tenants, and pet owning tenants.

II. Definition of Pet

Pets are defined as:

- A. Domesticated short haired dogs not exceeding 35 pounds in weight fully grown and meeting other requirements of this Policy.
- B. Domesticated declawed cats not exceeding 13 pounds in weight fully grown and meeting other requirements of this Policy.
- C. Fish in approved tank not exceeding 20 gallons of water.
- D. Domesticated, caged, small birds in approved cages.
- E. No other living creature shall be construed as a pet.

III. Pet Application Registration

Tenants who wish to apply for a Pet Permit must file an application for a Pet Permit with the Executive Director. Applications will be processed on a first-served basis.

IV. Pet Permit

Prior to placing a pet into residency in any Housing Authority administered building, applicant tenant must file an application for a Pet Permit. A Pet Permit will be issued after all initial conditions of this Policy have been met.

V. Conditions for Insurance of Pet Permit

- A. Applicant must file a Certificate of Insurance with the Program Administrator certifying that applicant has renter's insurance with liability and property damage coverage in the amount of \$10,000.00.
- B. Applicant must file a Certificate of Municipal Registration of the pet in accordance with local ordinance. (Applies to dogs)
- C. Applicant must file evidence in the form of an acceptable certificate that pet is in good health and has been inoculated for distemper and rabies and that said inoculation is current. (Applies to dogs & cats)

V. Conditions for Insurance of Pet Permit (continued)

- D. Applicant must sign a statement that said applicant assumes all personal financial responsibility for damage to any personal or project property caused by pet and assumes personal responsibility for personal injury to any party caused by said pet.
- E. Applicant must certify and agree to the general terms and conditions of the management of said pet and acknowledge that the Pet Permit can be revoked for failure to follow pet management rules.
- F. Prior to issuance of Pet Permit, applicant agrees to post a pet security deposit of \$100.00 for a cat, \$100.00 for a dog and \$0 for each bird (limit of two (2) birds) or fish tank. Said security deposit will be applied to damages caused by the pet upon tenant vacating apartment together with assessment to tenant for any deficiency in the amount of the deposit as applied to specific damages.
- G. Prior to issuance of Pet Permit, applicant agrees to sign a statement that applicant has read and understands the Interim Pet Policy and agrees to amend the lease accordingly.
- H. Applicant must file, as part of the application process, a "Pet Emergency Care Plan" in case applicant is unable to care for said pet in an emergency and which will empower the Program Administrator to transfer pet care responsibility to an approved friend or relative of the applicant off the premises of the Project as set forth in the "Pet Emergency Care Plan."

VI. Pet Management Plan

- A. Limit one (1) Pet Permit per tenant.
- B. Limit one (1) cat, or one (1) dog, or one (1) 20 gallon fish tank, or two (2) birds per one cage per Pet Permit.
- C. Pets to be confined to apartment unless on a leash.
- D. Pets shall not wander without attended restraint (leash) in common areas of building or on the grounds.
- E. In the event that the tenant leaves the building in an emergency, pet is to be provided for in accordance with the "Pet Emergency Care Plan" within 4 hours of departure of said tenant.
- F. Tenant acknowledges responsibility for the cleanliness of pet and removal of pet waste from building daily by:
 - 1. Placing cat litter waste into bags and into trash chute.
 - 2. Placing dog on leash and taking dog to designated "Pet Relief Area".

VI. Pet Management Plan (continued)

NOTE: Tenants are not to store pet waste in their apartment or flush pet waste with "Kitty Litter" down the toilet, sinks, or bathtubs.

3. Tenant pet owner MUST own a vacumm cleaner and clean up pet residue (odor, hair, seeds, feathers, water) daily. Apartment must be kept clean and free of odors at all times.
4. Tenant pet owner must prevent pet from damaging property (within the apartment, common areas, grounds or personal property of others), and assume all liability regardless of fault in cases where said pet contributes to or causes property damage.
5. Tenant agrees to manage pet in such a way that it does not contribute to complaints from other tenants regarding behavior and activities of said pet.
6. Any mess animal makes in the building is up to the tenant to clean immediately.

VII. General Conditions

A. Limits on Pet Permits:

1. No more than 6 (total) cat/dog permits shall be issued at any one time.

VIII. Pet Control

- A. Tenant must keep pet in arms (if a cat) or on a leash (no longer than 5 feet) in public and tenant is responsible for control of pet at all times.
- B. In buildings with elevators tenant must use designated elevator.

IX. Pet Waste

1. Tenant shall control pet to insure that pet uses only the designated area or litter box for urination or defecation.
2. Tenant must utilize a "pooper scooper" to remove waste from the project site and discard in plastic bag in a designated trash can.

X. Inspection of Apartment

Tenant agrees, as a condition of accepting the Pet Permit, that tenant's apartment will be available for inspection of compliance of Pet Policy at any time during working hours on thirty (30) minute notice.

XI. Petition of Removal

Upon petition by two (2) or more neighboring residents alleging complaint against the pet owner for non-compliance of Pet Policy, tenant agrees to a hearing on said infraction by the Executive Director and to abide by determination of said hearing including removal of pet within 72 hours if removal of pet is decision of the Executive Director at the hearing.

XII. Damages

Damages caused by pet as determined by inspection shall be repaired/ replaced by management at full repair/replacement cost at time of discovery of damage. Tenant will be billed for full repair cost at time of repair.

XIII. Revocation of Pet Permit

A. Revocation of Pet Permit may occur upon occasion of the following conditions:

1. Upon death of pet unless pet is replaced within 30 days.
2. Upon permanent removal of pet from the project.

B. Upon determination by management of project, the following conditions may be considered cause for revocation:

1. Pet has caused damage to apartment, common areas, personal property or persons.
2. Pet has bitten, scratched or caused injury to any person.
3. Pet makes animal sounds that are generally annoying to tenants and management. For example: barking dog or loud meowing cat.
4. Pet defecates or urinates in apartment, common areas or grounds.
5. Pet is found out of control of tenant:
A. dog off leash
B. cat running loose
6. Upon expiration of municipal animal license.
7. Upon expiration of inoculation unless current inoculation status is recertified.
8. Upon any determination by Director that pet is a danger and hazard to the health and safety of tenants, management and guests of project.

XIV. Death of Pet

The tenant shall be responsible for arranging for burial or other disposal, off the premises, of pets in the event of death of the pet.

PET EMERGENCY CARE PLAN

The owner of the pet must provide two (2) sponsors, who will be responsible for the care of the pet in the event the tenant is incapacitated or taken from the apartment, or is otherwise unable to care for the pet; one sponsor being the original sponsor, who signed the Sponsor's Responsibility Form at the time of signing the original Lease. The second sponsor, preferably, will be a neighbor or someone in close proximity to the tenant.

EMERGENCY PROVISION:

If a tenant owning a pet is incapacitated or dies, and the pet's health and/or safety is threatened and there is no State or Local authority (or a designated agent) to remove the pet, the tenant must place a provision in the Lease permitting the Authority to enter the premises, remove the pet and place the pet in a facility for not less than thirty (30) days. Before taking such action the Authority must establish that the responsible party listed on the pet registration is unwilling or unable to care for the pet. Costs for pet placement as stated above will be paid from the Pet Security Deposit.