

Chickasaw Housing Authority Pet Policy and Agreement Addendum to the Dwelling Lease

The following rules are established in accordance with the Housing Act of 1998 to govern the keeping of pets in and on Federally assisted rental housing owned and operated by the Housing Authority of the City of Chickasaw, Alabama. The Chickasaw Housing Authority reserves the right to make reasonable changes to these rules and conditions as circumstances warrant and to notify each Tenant pet owner accordingly.

Section I. RULES FOR PET OWNERSHIP

1. A tenant may own two common household pets or have two common household pets present in the dwelling unit of such tenant, subject to the following conditions:
 - A. Tenants having, or planning to have pets, must complete an APPLICATION FOR PET OWNERSHIP PERMIT and have their pet registered with the Chickasaw Housing Authority. Tenants must have an approved Pet Permit to keep an animal or other pets on or about the premises. A pet Permit must be obtained before entry of any pet on the premises. This privilege may be revoked at any time, subject to the Housing Authority grievance procedure, if the animal becomes destructive, a nuisance, or a safety hazard to other Tenants, or if the Tenant fails to comply with the requirements of this Pet Policy.
 - B. Common household pets are defined for the purposes of this policy as a dog, cat, bird or fish. Pets that are considered “exotic”, to include but not limited to: snakes, lizards or other reptiles, rats, rabbits, or other rodents, spiders, or other insects, monkeys, etc. will not be permitted .
 - C. Each Head of Household may own/keep up to two pets. If one of the pets is a dog or cat, the second pet must be either a bird contained in a cage or an aquarium for fish. A cage with no more than two birds OR an aquarium (no larger than 10 gallons) of fish shall be counted as one pet. The Head of Household must register the pet with the housing authority. 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 and address 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.
 - D. 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 this agreement and/or within 10 days of the pet becoming of the age to be neutered/spayed. If such animals have offspring, Tenant will be held in violation of this rule. 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. No dog/cat may be taller than 12 inches in height from floor to shoulder of animal and no more than 30 pounds (fully grown).
 - E. 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.

- F. If the pet is a bird, it shall be housed in a birdcage and cannot be let out of the cage at any time.
- G. If the pet is a fish, the aquarium must be ten (10) 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 nonhazardous manner.
- H. 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.
- I. All pets must be housed within the unit and no facilities can be constructed outside of the unit for any pet. Tenants shall not alter their unit, front or back porch or their unit area to create any enclosure for their 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. Also, all pets must wear collars with identification at all times. Pets without a collar will be picked-up immediately and transported to the Humane Society or other appropriate facility.
- J. When dogs or cats are taken outside, they must be properly restrained, leashed and directly controlled by a responsible adult. An unleashed pet, or one tied to a fixed object (porch columns, gas meter, wash line supports, garbage can holder or any other CHA property) outside the dwelling unit 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, City/County animal shelter, or other appropriate animal shelter. It shall be the responsibility of the Tenant to reclaim the pet at the expense of the Tenant. If a member of the HA staff has to take a pet to the Humane Society, City/County animal shelter, or other appropriate animal shelter, the Tenant will be charged \$50 to cover the expense of transporting the pet(s).
- K. Pet(s) may not be left inside the unit unattended for more than twenty-four consecutive hours. Pet-owning Tenants must identify alternate custodians for their pet(s) in the event of Tenant illness, death or other absence from unit. If the pet is left unattended for twenty-four hours or more, the alternate custodian will be contacted to assume possession of the animal(s). If such alternate custodian of the pet refuses to carry out their responsibilities and the pet has been left unattended for more than a twenty-four (24) consecutive hour period, HA staff may enter the unit and remove the pet(s) and transfer them to the Humane Society, City/County animal shelter, or other appropriate animal shelter. 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.

- L. Pets of any kind will not be permitted in CHA Administrative Office, Community Building, Maintenance Shop or any public rooms at any time.
 - M. The Tenant is solely responsible for cleaning up the waste of the pet within the dwelling and on the premises of the Chickasaw Housing Authority development. If there is any visible waste by the pet it must be promptly 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. Tenants will not be allowed to let waste accumulate inside or outside of the unit.
 - N. Tenants shall take adequate precautions to eliminate any pet odors within or around the unit and maintain their unit in a sanitary condition at all times.
 - O. Unusual expenses for keeping and maintaining a pet will not be considered an excuse for non-payment of rent.
 - P. Tenant is prohibited from owning or keeping any pet temporarily in the unit or on the CHA premises. Tenant is prohibited from allowing guests to temporarily bring pets into the unit. Tenant is prohibited from feeding, housing or harboring stray animals. The feeding of a stray animal shall constitute temporary keeping of an animal and shall be a serious violation of this policy and may lead to lease cancellation.
 - Q. In addition to other inspections permitted under the Tenant lease, the CHA may, after notice to the Tenant and during reasonable hours, enter and inspect the unit in the event there is reason to believe that the conduct or condition of a pet constitutes a violation of these rules or is a nuisance or a threat to the health and safety of the occupants of the Housing complex.
 - R. If the Tenant carries a Renter's insurance policy, Tenant is required to provide the name of the insurance company or agent to the Housing Authority. While not required by the CHA or the Department of Housing and Urban Development, Renter's insurance is recommended for self protection against possible lawsuits as a result of action by your pet.
2. 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.
 3. 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, 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.
 4. 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 Authority 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.

5. If the animal should become destructive, sick, 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 Authority will notify the tenant, in writing, that the animal must be removed from the Housing Development, within 10 day of the date of the notice from the CHA. The Tenant may request a hearing, which will be handled according to the CHA's established grievance procedure. The pet may remain with the tenant during the hearing process unless the CHA 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 CHA, the pet must be immediately removed from the unit upon receipt of the notice from the CHA.
6. The Tenant shall have pets restrained so that maintenance can be performed in the apartment. The Tenant 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 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, City/County animal shelter, or other appropriate animal shelter. It shall be the responsibility of the Tenant to reclaim the pet at the expense of the Tenant. If it becomes necessary for a member of the CHA staff to take a pet to the Humane Society, City/County animal shelter, or other appropriate animal shelter the Tenant will be charged an additional \$50 to cover the expense of transporting the pet(s). The Housing Authority shall not be responsible if any animal escapes from the residence due to maintenance, inspections or other activities of the landlord.
8. Pets may not be bred or used for any commercial purposes.
9. Failure to Perform: The failure of the CHA to insist upon the Tenant's strict adherence to the rules and requirements of the Pet Policy shall not constitute or be construed as a waiver of the Housing Authority's rights to thereafter enforce any such rules or requirements herein listed and the same shall continue in full force and effect.

Section II. SCHEDULE OF ANNUAL FEES AND INITIAL DEPOSIT

FEE AND DEPOSIT SCHEDULE

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

<u>Type of Pet</u>	<u>Fee</u>	<u>Deposit</u>
Dog	\$50	\$300
Cat	\$50	\$300
Caged Birds	\$50	\$300
Fish Aquarium or Fish Bowl	\$0	\$0

Note: The above schedule is applicable for each pet; therefore, if a tenant has more than one pet he or she must pay the applicable annual fee and deposit for each pet.

The entire annual fee and deposit (subject to the exception listed below) 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 (P) 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.

RESIDENT ACKNOWLEDGMENT

After reading and/or having read to me this lease addendum I, _____ agree to the following: (Print Name)

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 agree and understand that I am liable for any damage or injury whatsoever caused by pet(s) and shall pay the landlord or applicable party for any damages or injury caused by the pet(s). I also realize that I should obtain liability insurance for pet ownership and that paying for the insurance is my responsibility.

I agree 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 non-refundable annual fee of \$_____ to cover some of the additional operating cost incurred by the HA. I also understand that this fee is due and payable prior to the execution of this lease addendum and each twelve months thereafter.

I agree to pay a refundable pet deposit of \$_____ to the HA. The Annual Fee and Initial Deposit must be paid prior to the execution of this lease addendum. The pet deposit may be used by the Landlord at the termination of the lease toward payment of any rent or toward payment of any other costs made necessary because of Tenant’s occupancy of the premises. Otherwise, the pet deposit, or any balance remaining after final inspection, will be returned to the Tenant after the premises are vacated and all keys have been returned.

I AGREE AND UNDERSTAND THAT ALL INFORMATION CONCERNING MY PET(S) MUST BE UPDATED ANNUALLY AND PROVIDED TO THE HA AT THE ANNUAL REEXAMINATION. ANNUAL FEES SHALL BE PAYABLE IN FULL TWELVE MONTHS FROM THE APPROVAL DATE.

I AGREE AND UNDERSTAND THAT VIOLATING THIS LEASE ADDENDUM MAY RESULT IN THE REMOVAL OF THE PET(S) FROM THE PROPERTY OF THE HA AND/OR EVICTION. I, ALSO UNDERSTAND THAT I MAY NOT BE ALLOWED TO OWN ANY TYPE OF PET IN THE FUTURE WHILE BEING AN OCCUPANT OF THE HA.

I ALSO UNDERSTAND THAT I MUST OBTAIN PRIOR APPROVAL FROM THE HA BEFORE MAKING A CHANGE OF A PET FOR WHICH THIS POLICY WAS APPROVED OR ADDING A SECOND PET. ALSO, A PICTURE MAY BE TAKEN BY THE HA STAFF OF THE PET (S) FOR DOCUMENTATION.

Head of Household Signature	Date
Housing Authority Representative Signature	Date

Note: See Section XVIII-B Pet Rule of ACOP for animals that are approved as “Assistance Animal” for applicability of Pet Policy and Execution of Pet Lease Addendum.

APPLICATION FOR PET OWNERSHIP PERMIT

Pet Owner

Name: _____

Address: _____

Phone #: _____

I hereby make application for a written **Pet Permit** to keep the following described pet in my dwelling unit, as specifically authorized under the rules and regulations set forth herein. It is understood that no substitutions are allowed and no other animals shall be permitted on the premises.

I have received a copy of the Pet Policy/Lease Addendum of the Chickasaw Housing Authority and have read and understand them. I hereby declare that the information given in this application for pet ownership permit is true and correct and I understand that, if this information is not true and correct, the pet permit will be automatically terminated and I will be required to remove the pet in full cooperation with the Pet Policy, or suffer Lease cancellation in accordance with the Lease agreement.

Signature: _____

Please circle the type of pet described herein: DOG CAT CAGED BIRD FISH AQUARIUM

**Note – No other types of pets will be permitted.

BREED: _____ COLOR: _____ AGE: _____

The following information is necessary for a dog or cat:

SIZE OF PET: _____ WEIGHT OF PET: _____
(Number of inches from floor to pet's shoulder)

DATE OF LAST RABIES SHOT: _____ DATE OF LAST DISTEMPER SHOT: _____

DATE WHEN PET WAS SPAYED/NEUTERED: _____

All written evidence of the above listed treatment by a licensed veterinarian must be submitted and copies made by the Chickasaw Housing Authority for inclusion in the file of the Tenant.

NAME OF PET: _____ IS THIS PET HOUSEBROKEN?: Yes No

Alternate Custodian

Name: _____

Address: _____

Phone #'s: _____

ASSISTANCE ANIMAL POLICY

Assistance animals that are needed as a reasonable accommodation for persons with disabilities are not considered pets, and thus, are not subject to Chickasaw Housing Authority pet policies. The resident must register the animal with the CHA. Registration includes the certification from a licensed veterinarian of required inoculations, information to identify the animal, and the name and address of the owner and the name and address of a responsible party to care for the animal if the owner is unable to. The resident shall furnish the CHA information at each reexamination as to the status of the animal, the continued need for the animal, and the information contained hereinabove.

Assistance animals are animals that work, provide assistance, or perform tasks for the benefit of a person with a disability, or animals that provides emotional support that alleviates one or more identified symptoms or effects of a person's disability. Assistance animals - often referred to as "service animals," "assistive animals," "support animals," or "therapy animals" 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; or
- * Providing emotional support to persons with disabilities who have a disability-related need for such support.

A Housing Authority 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.**

A Housing Authority's refusal to modify or provide an exception to a "no pets" rule or policy to permit a person with a disability to use and live with an assistance animal would violate Section 504 of the Rehabilitation Act and the Fair Housing Act unless:

- * 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;
- * The presence of the assistance animal would pose an undue financial and administrative burden to the provider; or
- * The presence of the assistance animal would fundamentally alter the nature of the provider's services.

Assistance animals are a means to provide a reasonable accommodation for an individual with a disability, but 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. The CHA will verify that the individual requesting the assistance animal is a person with a disability and that the animal is needed to assist with the disability. The CHA must also verify that the person is capable of taking care of the animal, or has made suitable arrangements for the care of the animal in a sanitary manner which is consistent with the Pet Policy of the Housing Authority. The weight restrictions in the CHA Pet Policy shall also be complied with unless waived by the Executive Director based upon each specific case. As with all other disability-related inquiries, the CHA may not ask about the nature or severity of the resident's disability. The CHA may ask for third party verifications.