



## **Pet Policy**

Adopted by Board Resolution: 09/25/2000

Revised by Board Resolution: 02/23/2004

Revised by Board Resolution: 09/27/2004

Revised by Board Resolution: 06/29/2008

### **18.0 Pet Owners Policy**

#### **18.1 EXEMPTION FROM THE PET RULES FOR SERVICE AND COMPANION ANIMALS**

These rules do not apply to service or companion animals needed by a person with a documented disability who has a disability-related reason for needing an animal. For these individuals, the Housing Authority may require documentation from a qualified medical practitioner limited to:

1. Verification that the person making the request is a person with a disability;
2. Verification that the animal is needed by a person with a disability, either to provide a service or to act as a companion;
3. Verification that the animal owned by the individual with a disability will meet the need identified;
4. Verification that someone in the household is able to care for the animal or that alternative arrangements that will not impair the animal's health or safety have been made.
5. The Executive Director will give final approval for Service or companion animals.

#### **18.2 PET RULES**

The Bath Housing Authority allows for pet ownership in its developments with the written pre-approval of the Housing Authority. Residents are responsible for any damage or injury caused by their pets, including but not limited to the cost of fumigating or cleaning their units. In exchange for this privilege, resident assumes full responsibility and liability for the pet and agrees to hold the Bath Housing Authority harmless from any claims caused by an action or inaction of the pet. The following rules shall apply for the keeping of common household pets by Residents living in the units operated by the Housing Authority.

1. Common household pets as authorized by this policy means a domesticated animal, such as a cat, fish, bird, or rodent (hamster and gerbil, ONLY) that are traditionally kept in the home for purposes other than commercial.
2. Each resident family will be allowed to house only one (1) permitted warm-blooded animal at any time or one (1) 10-gallon fish tank or one (1) cage

with up to (2) birds. Visiting guests will not be allowed to bring their pets onto Bath Housing Authority property.

3. Each resident must register his/her pet with the Authority **BEFORE** it is brought onto the Authority premises, and must update the registration annually at the annual re-certification. The registration will include: *(Appendix 2)*
  - Information sufficient to identify the pet and to demonstrate that it is a common household pet, including a picture;
  - A certificate signed by a licensed veterinarian or a State or Local Authority empowered to inoculate animals, stating that the pet has received all inoculations required by State and Local Law;
  - The name, address and telephone number of one or more responsible parties who will care for the pet if the pet owner dies, is incapacitated or is otherwise unable to care for the pet;
  - Written confirmation that the pet owner has read the pet rules and agrees to comply with them; *(Appendix 2)*
  - The Authority 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 house pet rule;
    - c) The pet owner fails to provide complete pet registration information;
    - d) The pet owner fails to update the pet registration annually;
    - e) The Authority reasonably determines, based on the pet owners' habits and practices and the pet's temperament, that the pet owner will be unable to keep the pet in compliance with the pet rules and other legal obligations;
  - Financial ability to care for the pet will not be a reason for the Authority to refuse to register a pet.
  - The Authority will notify the pet owner if the Authority refuses to register a pet. The notice will:
    - a) State the reasons for refusing to register the pet;
    - b) Be served on the pet owner in accordance with procedure outlined in paragraph C1 of this policy; and
    - c) Be combined with a notice of a pet rule violation if appropriate.
4. Cats and dogs shall be limited to small breeds where total adult weight shall not exceed thirty (30) pounds. The size limitations do not apply to service animals.
5. Prohibited Animals: Animals or breeds of animals that are considered by the Housing Authority to be vicious and/or intimidating will not be allowed. The following are NOT considered "common household pets":

- Chows, Pit Bulls, Dobermans, Rottweilers, Dalmatians, German Shepards or any other known aggressive, intimidating or fighter breeds will not be allowed.
- Animals who would be allowed to produce offspring for sale.
- Wild, feral, or any other animals that are not amenable to routine human handling.
- Any poisonous animal of any kind.
- Non-human primates.
- Animals whose climatological needs cannot be met in the unaltered environment of the individual dwelling unit.
- Pot-bellied pigs.
- Ferrets or other animals whose natural protective mechanisms pose a risk of serious bites and/or lacerations to small children.
- Hedgehogs or other animals whose protective instincts and natural body armor produce a risk of serious puncture injuries to children.
- Chicks, turtles, or other animals that pose a significant risk of salmonella infection to those who handle them.
- Pigeons, doves, mynahs, psittacines, and birds of other species that are hosts to the organisms that cause psittacosis in humans.
- Snakes or other reptiles.

This determination will be made by a Housing Authority representative prior to the execution of this lease addendum.

6. All cat and dog pets shall be verified by veterinarian to be neutered or spayed, all costs to be paid by the owner. Pet owners are required to present a certificate of health from their veterinarian verifying all required annual vaccines, initially and at re-examination. In cases where the animal is a puppy or kitten neutering or spaying shall be done once the animal reaches the appropriate age for such a procedure and documentation must be received by the office within six (6) months of registering the animal.
7. A pet deposit of \$300 shall be made to the Housing Authority for a cat or dog. The deposit shall be applied towards any cost of damages to the unit caused by the pet. If the unit is determined not to have any damages caused by a pet the deposit will be refunded. The owner will likewise be responsible for any costs exceeding the balance of the pet deposit. See Appendix 1 for annual fee and pet deposit details.
8. Pets shall be kept in the Resident's unit. Pets may not be left unattended in a dwelling unit for over 8 hours. If the pet is left unattended and no arrangements have been made for its care, the HA will have the right to enter the premises and take the uncared pet to be boarded at a local animal care facility at the total expense of the resident.

9. Pet bedding shall not be washed in any common laundry facility.
10. Residents must take appropriate actions to protect their pets from fleas and ticks.
11. All dogs must wear a tag bearing the resident's name and phone number and the date of the latest rabies inoculation.
12. All dogs must be licensed.
13. Residents owning cats shall maintain waterproof litter boxes for cat waste. Refuse from litter boxes shall not accumulate or become unsightly or unsanitary. Litter shall be disposed of in an appropriate manner not flushed down the toilet.
14. Dogs and cats shall be kept on a leash and controlled by a responsible individual when taken outside. No cat or dog shall be tethered outside unattended.
15. No doghouses will be allowed on the premises.
16. Visiting guests with pets (other than service animals to assist visitors with disabilities) will not be allowed.
17. Pets (dogs and cats) shall be removed from the building at least 50 feet in all directions before being allowed to relieve themselves. Pet owners shall clean up after pet.
18. Any and all City Ordinances concerning pets will be complied with.
19. The pet owner is responsible for maintaining the pet's good health and condition.
20. Pets shall be removed from the premises when their conduct or condition is duly determined to constitute a nuisance or a threat to the health and safety of the pet owner, other occupants of the Authority, or the pet, in accordance with paragraph C3 below.
21. Birds must be kept in regular birdcages and not allowed to fly throughout the unit.
22. Dishes or containers for food and water will be located within the owner's apartment. Food and/or table scraps will not be deposited on the owner's porches or yards.
23. Residents will not feed or water stray animals or wild animals.
24. Pets will not be allowed on or about common areas (community room, community room kitchen, laundry, public bathrooms, lobby or hallways, etc.)
25. Each resident family will be responsible for the noise or odor caused by their pet. Obnoxious odors can cause health problems and will not be tolerated.

### **18.3 PET VIOLATION PROCEDURE**

1. Notice of pet rule violation (*Appendix 3*): When the Authority determines on the basis of objective facts supported by written statements that a pet owner

has violated one or more of these rules governing the owning or keeping of pets, the Authority will:

- Serve a notice of the pet rule violation on the owner by sending a letter by first class mail, properly stamped and addressed to the Resident at the leased dwelling unit, with a proper return address, or
  - Serve a copy of the notice on any adult answering the door at the Residents' leased dwelling unit, or if no adult responds, by placing the notice under or through the door, if possible, or by attaching the notice to the door.
2. The notice of pet rule violation will contain a brief statement of the factual basis for the determination and the pet rule or rules alleged to be violated.
  3. The notice must state that the pet owner has ten (10) days from the effective date of service of notice to correct the violation (including, in appropriate circumstances, removal of the pet) or to make a written request for a meeting to discuss the violation. The effective date of service is the day that the notice is delivered or mailed, or in the case of service by posting, on the day that the notice was initially posted.
  4. The notice must state that the pet owner's failure to correct the violation, to request a meeting, or to appear at a requested meeting may result in initiation of eviction proceedings against the pet owner, pursuant to the terms of the tenant's lease.
  5. Pet rule violation meeting: If the pet owner makes a timely request for a meeting to discuss an alleged pet rule violation, the Authority shall establish a mutually agreeable time and place for the meeting to be held within fifteen (15) days from the effective date of service of the notice of pet rule violation (unless the Authority agrees to a later date).
    - The Authority and the pet owner shall discuss any alleged pet rule violation and attempt to correct it and reach an understanding.
    - The Authority may, as a result of the meeting, give the pet owner additional time to correct the violation.
    - Whatever decision or agreements, are made, if any, will be reduced to writing, signed by all parties, with one copy for the pet owner and one copy placed in the Authority's Resident file.
  6. Notice of pet removal: If the pet owner and the Authority are unable to resolve the pet rule violation at the pet rule violation meeting, or if the Authority determines that the pet owner has failed to correct the pet rule violation within any additional time provided for this purpose under paragraph C3 above (or at the meeting, if appropriate), the Authority may serve a notice requiring the pet owner to remove the pet. This notice must:
    - Contain a brief statement of the factual basis for the determination and the pet rule or rules that have been violated;
    - State that the pet owner must remove the pet within ten (10) days of the

effective date of service of notice or pet removal (or the meeting, if the notice is served at the meeting);

- State that failure to remove the pet may result in initiation of eviction proceedings against the pet owner, pursuant to the terms of the tenant's lease.
7. Initiation of procedure to terminate pet owners' residency: The Authority will not initiate procedure to terminate pet owners' residency based on a pet rule violation unless:
- The pet owner has failed to remove the pet or correct the pet rule violation within the applicable time period specified above and or;
  - The pet rule violation is sufficient to begin procedures to terminate the pet owner's residency under the terms of the lease and application regulations,
- Provision of Resident's Lease, Section 13: Termination of Lease will apply in all cases.

#### **18.4 PROTECTION OF THE PET**

1. If the health or safety of a pet is threatened by the death or incapacity of the pet owner, or by other factors that render the pet owner unable to care for the pet, the Authority may:
- Contact the responsible party or parties listed in the registration form and ask that they assume responsibility for the pet;
  - If the responsible party or parties are unwilling or unable to care for the pet or the Authority is unable to contact the responsible parties despite reasonable efforts, the Authority may contact the appropriate State or Local Animal Control Authority, Humane Society or designated agent of such Authority and request the removal of the pet;
  - If none of the above actions produce results, the Authority may enter the pet owner's unit, remove the pet, and place the pet in a kennel that will provide care and shelter until the pet owner or a representative of the pet owner is able to assume responsibility for the pet, but no longer than thirty (30) days. The cost of the animal care facility provided under this section shall be charged to the pet owner.

#### **18.5 NUISANCE OR THREAT TO HEALTH OR SAFETY**

Nothing in this policy prohibits the Authority or the appropriate City Authority from requiring the removal of any pet from the Authority property if the pet's conduct or condition is duly determined to constitute, under the provisions of State or Local Law, a nuisance or a threat to the health or safety of other occupants of the Authority property or of other persons in the community.

The pet and its living quarters must be maintained in a manner to prevent odors and any other unsanitary conditions in the owner's unit and surrounding areas.

Repeated substantiated complaints by neighbors or Bath Housing Authority personnel regarding pets disturbing the peace of neighbors through noise, odor, animal waste, or other nuisance may result in the owner having to remove the pet or move him/herself.

Pets who make noise continuously and/or incessantly for a period of 10 minutes or intermittently for one half hour or more to the disturbance of any person at any time of day or night shall be considered a nuisance.

## **18.6 APPLICATION OF RULES**

1. Pet owners will be responsible and liable for any and all bodily harm to other residents or individuals. Destruction of personal property belonging to others caused by owner's pet will be the financial responsibility of the pet owner.
2. All pet rules apply to resident and/or resident's guests.

## **Appendix I**

### **Pet Agreement**

1. Management considers the keeping of pets a serious responsibility and a risk to each resident in the apartment. If you do not properly control and care for a pet, you will be liable for any damages or disturbances caused to other residents.
2. Conditional Authorization for Pet. You may keep the pet that is described below in the apartment until the Residential Lease Agreement is terminated. Management may terminate this authorization sooner if your right of occupancy is lawfully terminated or if you or your pet, your guests or any member of your household violate any of the rules contained in the Authority's Pet Policy or this Agreement.
3. Liability Not Limited. This Pet Agreement does not limit resident's liability for property damages, cleaning, deodorization, de-fleing, replacements, or personal injuries. Residents will be held liable for any amounts due for these services.

## **Appendix 2: Pet Authorization**

## **Appendix 3: Sample Pet Policy Violation Notice**



## Pet Authorization

Please describe your pet below, they must not exceed thirty (30) pounds in adult weight. Only one pet is allowed, an amendment to this agreement must be made prior to substituting another pet. Attach to this form 1) a picture of the pet, and 2) rabies certification.

Pet's Name	Type	Breed	
Color	Weight	Age	Housebroken?
City of License	License #	Spayed or Neutered?	
Date of Last Rabies shot	Veterinarian's #		

### Contact of person able to care for pet in case of resident's permanent or temporary inability to care for animals:

Name	Address	Phone #
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**I have read, fully understand and will abide by the rules and regulations contained in Bath Housing Pet Policy and in this Pet Agreement.**

<b>Pet Owner Signature</b>	<b>Date</b>
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<b>Bath Housing Representative</b>	<b>Date</b>
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August 18, 2016

«First\_Name» «Last\_Name»  
«Mail\_Street\_Num» «Mail\_Street1» «Mail\_Street2» «Mail\_Apt\_Num»  
«Mail\_City», «Mail\_State» «Mail\_Zip»

**Dear «First\_Name» «Last\_Name»,**

The team at Bath Housing has been made aware that you have violated the pet policy. Please sign and return this form to state your understanding.

**Factual basis for determination of violation:**

- As pet owner you have ten (10) calendar days from the date shown on this notice (date notice delivered or mailed) in which to correct the violation or make a written request for a meeting to discuss the violation.
- As pet owner you are entitled to be accompanied by another person of your choice at the meeting.
- Failure to correct the violation, to request a meeting, or to appear at the requested meeting may result in initiation of procedures to terminate your tenancy (eviction).
- **By signing below you acknowledge receipt of this violation.**

Best Regards,  
**Bath Housing Administrative Team**

**Date of Violation: August 18, 2016**

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**Resident Signature**

**Date**