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## Pet Policy/Assistance Animals

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### 16.0 Overview

This Section explains the Housing Authority of Northumberland County's (HANC) policies on the keeping of pets and any criteria or standards pertaining to the policy. The rules adopted are reasonably related to the legitimate interest of this Housing Authority to provide a decent, safe, and sanitary living environment for all tenants, to protecting, and preserving the physical condition of the property, and the financial interest of the Housing Authority of the County of Northumberland.

### 16.1 Enabling Regulations

Section 526 of the Quality Housing and Work Responsibility Act of 1998 (QHWRA) provide that residents of public housing may own 1 or more common household pets. This is subject to the reasonable requirements of HANC. The resident must maintain each pet responsibly and in accordance with applicable State and local public health, animal control, and animal anti-cruelty laws and regulations along with the policies established in the agency plan for HANC. To this end, the Housing Authority of Northumberland County has adopted reasonable pet requirements.

These Reasonable Pet Requirements incorporate the various state and local laws governing pets that include inoculating, licensing, and restraint, and provide sufficient flexibility to protect the rights and privileges of other residents who chose not to own pets.

In the event of an emergency or building evacuation, it is the responsibility of the pet owner to remove the animal.

### 16.2 Exclusion For Animals That Assist Persons With Disabilities

Pet rules contained in this Policy do not apply to Assistance Animals used to assist persons with disabilities. This exclusion applies to animals that are present in the properties for persons with disabilities, as well as animals that belong to visitors to these projects.

- An "assistance animal" means an animal that does work or performs tasks for the benefit of a person with a physical disability or ameliorates the effects of a mental or emotional disability.
- In order to qualify for this exclusion, a tenant or prospective tenant must:
  - Certify in writing that the tenant or a member of his or her family is a person with a disability and that the animal meets the above definition of an assistance animal. This certification is obtained through documentation provided by HANC to the tenant's chosen medical professional for completion.
- Requirements relative to Assistance Animals are contained in the Assistance Animal Lease Addendum.

### 16.3 Type Of Dwelling Units Permitting Pets

All residents of HANC are eligible for common household pets in accordance to the terms of this Pet Policy

## 16.4 Type Of Pets and Number Per Unit

Common household pets are permitted in the property provided that any pet meets management requirements and the owners follow management procedures. The pet policy limits the number, type, and areas of access for residents' pets. In general, each apartment may contain:

- One dog or cat;
- Two birds or small caged animals (ex: hamster); or
- A five-gallon fish tank (number of fish is not limited).

***Residents are requested to not feed or house stray animals.***

### Definition of a Pet

A common household pet is defined as 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), amphibians, insects, simians, and other animals as determined by the Tenant Advisory Council. 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 regulation will apply.

***No dangerous or intimidating pets, i.e., pit-bull dogs, rottweilers, Presa Canaro, Chow Chow, Cane Corsos, Malamutes, and Wolf-Dog Hybrids.***

## 16.5 Regulation Requirements Prior to Admission (Exhibit 1)

***All Pets must be registered with Management beforehand to determine whether permission will be granted.*** Registration must show type of pet, recent picture, name, age, and if applicable, license number, current inoculation information, name and address of the pet's veterinarian, plus a signed responsibility card showing the names of three (3) persons to call to come and get the pet in the event of the tenant's illness or death.

Every dog and cat must wear the appropriate local animal license (if required by locality), a valid rabies tag, and a tag bearing the owner's name, address and phone number. All licenses and tags must be current. Verification that the dog or cat has been spayed or neutered (or documentation from a veterinarian that such surgery would be detrimental to the animal's health) is required for all dogs and cats.

Residents will be refused pet registration if management determines the tenant was/is unable to fulfill their past due or future obligations as a pet owner, are unable to adhere to the terms of the lease, or house pet rules, the animal does not meet the definition of common household pet, or the temperament of the animal is considered dangerous.

A deposit at time of submission of a Pet Permit Application/Registration (Exhibit 1) in the amount of \$100.00 will accompany the application. This amount will be applied toward the security deposit if pet application is approved. The pet security deposit is to be used to cover the cost of damages or

fumigation as the result of pet ownership. The pet deposit will be refunded minus any applicable charges (fumigation of unit is required where unit was occupied by a dog or cat and will be taken from the pet security deposit) within thirty (30) days after resident vacates the unit or the pet is permanently removed from the unit.

An additional \$200.00 is required for the pet security deposit due upon approval of the Pet Permit Application and will be held in deposit in accordance with the terms of the Lease. (This deposit is required for dog and cat owners only).

In the event the pet owner is incapacitated or no longer available to care of the pet, the person designated on the registration form must remove the pet. In absence of the designated persons' availability, management will place the pet with the Northumberland County Humane Society.

Management will refuse to admit a pet for the following reasons:

- The pet is not a common household pet as defined in 16.4; or
- The pet owner fails to provide all required documentation relating to the animal as described elsewhere in these policies.

## **16.7 Security Deposit**

The security deposit of \$300.00, as stated in Section 16.5 above will be held as a separate deposit as part of the lease. Upon vacancy, the deposit will be refunded minus the costs for repairs or damage or necessary fumigation due to the pet. Such deposit will also be used for services related to flea removal.

Resident's liability for damages caused by his/her pet is not limited to the amount of the pet deposit, and the resident will be required to reimburse HANC for the amount of the real cost of any and all damages caused by his/her pet when they exceed the amount of the pet deposit.

If the resident is unable to provide the complete deposit at the time the pet enters the community, a payment schedule may be arranged. The initial deposit will be a minimum of \$100.00 at the time the pet is brought in the community. Following the initial payment, the remaining balance of \$200.00 will be paid in installments over the next 12 months with the entirety of the deposit paid in full at the end of 12 months.

## **16.8 Sanitation**

Dogs and cats are required to be "housebroken." Cats must be litter-box trained and dogs must be able to eliminate outside the building off the property. Pet owners are responsible for immediate clean-up of pet waste. Resident pet owners must bag and securely tie pet waste and deposit in outside trash receptacles or other specified location if applicable. Fines for clean-up may apply if this requirement is not met. Cat owners must change litter frequently. It is not acceptable to drop pet waste down the trash chute. Litter must be placed in a bag, tied securely and dropped in outside trash receptacles or other specified location, if applicable.

## **16.9 Dog Owner Requirements**

Any dog must be no less than six (6) months old and completely housebroken.

Proof that the dog is already neutered or spayed must be furnished.

Each dog must be licensed by proper Authority and proof of license renewal must be furnished each year by tenant by January 31<sup>st</sup>.

The dog must wear an ID collar at all times showing license, rabies tag, and owners name and address plus a flea collar (if chosen method of flea treatment).

Each year at tenant's recertification, the tenant must show proof that the dog has had the ***proper Parvo shots for distemper and rabies***, the proof must be signed by a veterinarian.

A dog cannot weigh over 15 pounds when it is considered full-grown.

A dog must be on a leash at all times when outside owner's apartment unless it is an approved locked pet carrier. Small dogs should be held and carried through the building even if on a leash.

Dogs may not be exercised or curbed on HANC's property. They must be walked or curbed outside of HANC's property.

The pet will not be allowed to use any part of the premises for depositing waste and the owner shall at all times carry implements necessary to immediately pick up waste should the pet deposit waste. The waste must then be placed in a plastic bag, sealed tightly, and disposed of as trash. Failure to clean up after dog will result in clean up fees charged to the resident.

Animal waste or litter shall not be disposed of by flushing it down a toilet . Charges for unclogging toilets or clean up of common areas that is required because of or attributable to pet nuisance shall be billed to and paid by the resident pet owner.

**IMPORTANT:** Only one pet is allowed in an elevator at a time. If one pet is in the car when it stops at a floor, the pet owner must wait for a car without a pet.

**No dog may stay alone in an apartment overnight.** It is the responsibility of the tenant if they have to leave suddenly and be away overnight to arrange to take the pet elsewhere until they return. If a pet is found alone, see Pet Removal, Item 16.14 below.

Pet owner must designate an alternative residence for the pet before pet permission is approved by management.

It is required that all dogs be treated for fleas via collar, drops, or medication. Flea treatments are to be kept current.

## **16.10 Cat Owner Requirements**

Cats may be not less than six (6) months old.

All cats must be litter trained before admission.

Proof that the cat has spayed or neutered must be shown before admission approval.

The cat must wear an ID collar at all times showing owner's name and address plus rabies tag.

Cats are to be treated for fleas via collar, drops, or medication. Flea treatments are to be kept current.

Proof must be shown before admission and each year by January 31<sup>st</sup> that the cat has had the proper **FVR-CP, rabies, and distemper shots**. This proof must be signed by a veterinarian.

Cat must be on a leash at all times when outside of the owner's apartment unless it is in an approved locked pet carrier.

Tenant must use HANC approved type litterbox, **which is kept clean daily**. Litter must be put in a sealed plastic bag and **disposed of daily**.

No cat can weigh over 10 lb.

Cats must be exercised off of the HANC property.

No cat may stay alone in an apartment overnight. It is the responsibility of the tenant if they have to leave suddenly and be away overnight to arrange to take the pet elsewhere until they return. If a pet is found alone, see Pet Removal policy 16.14.

The pet will not be allowed to use any part of the premises for depositing waste and the owner shall at all times carry the implements necessary to immediately pick up waste should the animal deposit waste. The waste must then be placed in a plastic bag, sealed tightly, and disposed of as trash.

All animal waste or litter from cat litter boxes shall be picked up immediately by the pet owner and disposed of in a sealed plastic bag and placed in trash bins. **Cat litter shall be changed at least twice a week.**

Animal waste or litter shall not be disposed of by flushing it down a toilet. Charges for unclogging toilets or clean-up of common area that are required because of attributable pet nuisance shall be billed and paid by the resident pet owner.

### **16.11 Bird Owner Requirements**

No more than two (2) birds to a unit will be permitted. Canaries, parakeets, or lovebirds only. No Parrots.

The cage must be no larger than three (3) feet high and two (2) feet wide.

Cages must be cleaned daily and debris put in a plastic bag and disposed of immediately as trash.

Birds must be healthy and free of disease at all times.

Birds are not permitted to be left alone in the apartment for over two (2) days unless arrangements for daily care has been made by the owner.

### **16.12 Fish Owner Requirements**

One (1) fish tank only permitted to a unit (no bigger than five (5) gallon size), or one (1) large gold fish bowl (no more than one (1)-gallon size).

Fish may not be alone in the unit for over one (1) week unless arrangements for daily care has been made by the owner.

Pet owner must be aware when cleaning or filling fish tanks that water damage done to a resident's own apartment or apartments under him will be billed to the pet owner and any charges must be paid within 30 days of the incident.

## 16.13 General Policy for Authorized Pets

Dogs and cats must be effectively restrained and under the control of a responsible individual at all times outside the confines of the pet owner's apartment and while at the community via the use of a leash or locked pet carrier.

Pets must go directly from their floor to the elevator and down to the first floor to the hall and outside and back the same way.

Only one pet is allowed in the elevator at a time. If one pet is in the car when it stops at a floor, the pet owner must wait for a car without a pet.

Pets are not permitted on floors other than the first floor or that of their own apartment.

Pets are never permitted in another apartment or the public rooms, i.e. office, community room, laundry room, lounge, solarium.

Pets are not permitted in hallways except for proceeding directly to the elevator or apartment when entering or exiting.

Any pet suffering illness must be taken within two (2) days to a veterinarian for diagnosis and treatment. The pet owner must, upon demand by HANC, be shown a statement from the veterinarian indicating the diagnosis. Any pet suspected of suffering symptoms of rabies or any other disease considered to be a threat to health must be immediately removed from the premises until signed evidence from a veterinarian can be produced to indicate the animal is not so afflicted.

Resident pet owners agree to control the noise of his/her pet so that it does not constitute a nuisance to other tenants. Failure to control pet noise may result in the removal of the pet from the premises.

**THE HOUSING AUTHORITY OF NORTHUMBERLAND COUNTY SHALL TAKE ALL NECESSARY ACTIONS UNDER THE LAW TO REMOVE ANY PET THAT CAUSES BODILY INJURY TO ANY TENANT, GUEST, VISITOR, OR STAFF MEMBER.**

All resident pet owners shall provide adequate care, nutrition, exercise, and medical attention for his/her pet. Pets which appear to be poorly cared for or which are left unattended for longer than 12 hours will be reported to the Humane Society and will be removed from the premises at the pet owner's expense.

In the event of a tenant's sudden illness, the resident pet owner agrees that management shall have discretion with respect to the provision of care to the pet, consistent with policy guidelines and at the expense of the resident pet owner, unless written instructions with respect to such area are provided in advance by the resident to the HANC office and all care shall be at the resident's expense.

Unwillingness on the part of named caretakers of a pet to assume custody of the pet shall relieve management of any requirement to adhere to any written instruction with respect to the care or disposal of a pet and shall be considered as authorization to management to exercise discretion in such regard consistent with policy guidelines.

Resident pet owners acknowledge that other residents may have chemical sensitivities or allergies related to pets or may be easily frightened by such animals. The resident, therefore, agrees to

exercise common sense and common courtesy with respect to such which effects other resident's right to peaceful and quiet enjoyment of the premises.

#### **16.14 Pet Rule Violations**

If determination is made on objective facts supported by written statements, that the resident/pet owner has violated the pet rules, written notice will be served. The notice will contain a brief statement of the factual basis for the determination and the pet rule(s) that were violated. The notice will also state:

- That the pet owner has 10 business days from the effective date of the service of notice to correct the violation or make written request for a meeting to discuss violation.
- That the pet owner's failure to correct the violation, request a meeting or appear at a requested meeting may result in initiation of procedures to remove the pet, or to terminate the pet owner's tenancy.

#### **16.15 Pet Removal**

If the pet owner and HANC are unable to resolve the violation at the meeting or the pet owner fails to correct the violation in time period allotted by HANC, HANC may serve notice to remove the pet.

The notice will contain:

- A brief statement of the factual basis for HANC's determination of pet rule that has been violated.
- The requirement that the resident/pet owner must remove the pet within 30 calendar days of notice. The amount of time given for the removal of a pet will be at management's discretion and the nature of the pet violation.
- A statement that failure to remove the pet may result in the initiation of termination of tenancy procedures.

Management may require the removal of a pet from the premises on a temporary or permanent basis for the following causes:

Creation of a nuisance and after proper notification consistent with these Pet Rules. (Notice shall be written within a forty-eight (48) hour period).

Excessive pet noise or odor with proper notification.

Unruly or dangerous behavior.

Excessive damage to the resident's apartment or unit.

Repeated problems with vermin or flea infestation.

Failure of the tenant to provide for adequate and appropriate care of his/her pet.

Leaving a pet unattended for more than 12 hours.

Tenant serious illness and/or death.

Failure to observe any other rule contained in this section and not here listed (upon proper notification).

Tenants shall not alter the interior of their unit, patio, or balcony to create enclosure for an animal or bird.

Tenants living on the first floor shall not allow pets to be tied, or be permitted outside of the dwelling unit directly on the grounds of the Authority.

Tenants shall not feed stray or unregistered animals. This shall constitute having a pet without permission of the Authority.

Pet owners shall assume liability for any injury sustained by residents, guests, or staff members that is caused by the owner's pet.

### **Termination of Tenancy**

HANC may initiate procedures for termination of tenancy based on pet rule violation if:

- The pet owner has failed to remove the pet or correct a pet rule violation within the time specified.
- The pet rule violation is sufficient to begin procedures to terminate tenancy under terms of the lease.

### **16.15 Alternate Caretaker**

Resident must not leave pet unattended for more than 12 hours. The pet owner must provide the names of at least three (3) people who are willing to assume immediate responsibility for the pet in case of an emergency such as when the pet owner is absent or unable to adequately maintain the pet. Written verification of the willingness of these people to assume alternate caretaker responsibility is required. It is the responsibility of the pet owner to inform the manager of any change in the names, addresses or telephone numbers of alternate caretakers.

In cases of emergency, when management is unable to reach the alternate caretakers, the pet owner agrees that management is relieved of any requirement to adhere to any written instruction with respect to the care or disposal of a pet and the Humane Society will be contacted.

### **16.16 Sick or Injured Animals**

No sick or injured pet will be accepted for occupancy without consultation and written acknowledgement of a veterinarian as to the condition of the pet, stating that the pet has the ability to live in a communal environment. Acceptance regardless of documentation and consultation is the prerogative of the manager. Admitted pets that suffer illnesses or injury, must be immediately taken for veterinarian care at the pet owner's expense.

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EXHIBIT I

PET PERMIT APPLICATION/REGISTRATION

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Tenant Name: \_\_\_\_\_

Tenant Address: \_\_\_\_\_

Type of permit requested: \_\_\_ Dog \_\_\_ Cat \_\_\_ Bird \_\_\_ Fish

Pet security Deposit (for cats and dogs only):

Total Deposit: \_\_\_\_\_ Down payment: \_\_\_\_\_ Date Paid: \_\_\_\_\_

Description: Animal's name: \_\_\_\_\_ Breed: \_\_\_\_\_

Weight: \_\_\_\_\_ Height: \_\_\_\_\_

Annual Shots: \_\_\_\_\_ Date Neutered/Spayed: \_\_\_\_\_

License Number: \_\_\_\_\_

Emergency Contact: Name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone #: \_\_\_\_\_

Relationship: \_\_\_\_\_

.....  
Date application received: \_\_\_\_\_

Policy explained to the tenant by: \_\_\_\_\_

Apartment inspected for housekeeping: \_\_\_\_\_

Approved by: \_\_\_\_\_

Rejected by: \_\_\_\_\_

Reason(s): \_\_\_\_\_

\_\_\_\_\_  
Date of approval/rejection: \_\_\_\_\_

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**EXHIBIT II**

**PET PERMIT**

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**Parties and dwelling unit:**

Parties of this unit are the Housing Authority of Northumberland County referred to as the management/landlord and \_\_\_\_\_ referred to as the tenant.

The Landlord leases to the tenant unit number \_\_\_\_\_ located at

\_\_\_\_\_.

**Length of Time (Term):**

The term of this permit shall begin on \_\_\_\_\_ and end as per the Pet Policy.

**Terms:**

1. Pet Security Deposit

The tenant has deposited \$ \_\_\_\_\_ with the landlord. The landlord will hold the pet security deposit for the period the tenant occupies the unit. After the tenant has moved from the unit, the landlord will determine whether the tenant is eligible for a refund of any or all of the pet security deposit, and make such within thirty (30) days.

2. The tenant agrees to file a copy of any Municipal registration or license with the landlord and keep the same current.

3. The tenant agrees to keep the pet properly inoculated for rabies and distemper and to file proof that such inoculations or vaccinations are current.

4. The tenant agrees to assume all personal financial responsibility for damages to any personal or project property caused by the pet and assumes personal responsibility for personal injury to any party caused by the pet.

5. The tenant hereby certifies and agrees to the general terms and conditions of the management of this pet by the tenant and understands and acknowledges that the Pet Permit can be revoked for failure to follow and abide by the Pet Policy.

6. The tenant agrees to make the apartment available for inspection, during normal working hours, upon 24 hours' notice.

7. The tenant agrees to take their dog or cat off the property for exercise and/or to relieve themselves and to immediately clean up after their pet. Tenant further agrees to pay for the cost of any clean up as a result of accidents by the pet and/or failure of owner to clean up pet waste.

- 8. The tenant agrees to dispose of pet waste and kitty litter by placing in double plastic bags and putting bags in trash receptacle daily.
- 9. The tenant agrees and understands that the Pet Policy is part of the lease and this permit.
- 10. The tenant agrees to file a Pet Emergency Card Plan with the Landlord and agrees to hold the landlord and employees harmless of any liability in connection with the Pet Emergency Card Plan.
- 11. The pet will be effectively restrained and under the control of a responsible individual at all times outside the confines of the pet owner's apartment and while at the community. Effective restraint used should be either a leash or locked pet carrier.

AS A CONDITION OF THE APPLICATION FOR A PET PERMIT ON \_\_\_\_\_, I,  
\_\_\_\_\_, UNDERSTAND AND AGREE TO THE TERMS AND CONDITIONS  
OF THE PET POLICY.

\_\_\_\_\_  
Tenant

\_\_\_\_\_  
Date

\_\_\_\_\_  
Tenant

\_\_\_\_\_  
Date

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**EXHIBIT III**  
**CARETAKER INFORMATION**

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1. NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

TELEPHONE NUMBER: \_\_\_\_\_

2. NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

TELEPHONE NUMBER: \_\_\_\_\_

3. NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

TELEPHONE NUMBER: \_\_\_\_\_