

**CLINTON COUNTY HOUSING AUTHORITY
POLICIES**

PET POLICY

The Clinton County Housing Authority (CCHA) shall permit Tenant to maintain a Pet in the Dwelling Unit in accordance with the following rules and regulations:

- I. **Definition of Pet:** A Pet is defined as a domesticated small animal and is limited to dogs, cats, birds and fish (all reptiles are specifically excluded from the definition). No dangerous or intimidating pets (i.e., Pit Bulls, Rottweilers, or Doberman Pinchers) are permitted.
- II. **Pet Application:** All pets must be registered with CCHA. Tenant must notify CCHA ten (10) days prior to bringing the pet on site, complete the Pet Permit Application, provide all required documents, and pay any required pet security deposit or fee.
- III. **Pet Permit:** Tenants must execute the Pet Permit and receive written permission to keep a pet in the Dwelling Unit. This privilege may be revoked at any time if the pet becomes a nuisance, represent a threat; or if any provision of this policy are violated. Pet Permits must be renewed annually. A Pet Permit will be issued only after all conditions of this policy have been met.
- IV. **Conditions of Issuance of Pet Permit:**
 - (a) Dogs must be a domesticated, short-hair breed, not exceeding twenty-five (25) pounds and fourteen (14) inches shoulder height at full growth. Cats may not exceed thirteen (13) pounds at full growth and must be de-clawed. If a dog or cat grows to weigh more than the allowable weight, it must be immediately removed or the Tenant may be evicted. Only one (1) dog, or one (1) cat, or (1) bird cage (two birds maximum), or one (1) aquarium (20 gallon maximum) is permitted per Dwelling Unit.
 - (b) Tenant must file evidence in the form of an acceptable certificate from a veterinarian that the pet is in good health, has been inoculated for distemper and rabies and that the inoculation is current (dogs and cats only). Each year this information must be renewed in order to retain a Pet Permit. In the event that a pet is believed to be ill or improperly cared for, CCHA reserves the right to require the tenant to take the pet to the veterinarian for an examination, with fee charged to tenant. Failure to comply with any of the above restrictions may result in the entire household being evicted.
 - (c) Female cats and dogs must be spayed and male cats and dogs neutered prior to being placed in the Dwelling Unit. The earliest most Veterinarians will perform the procedure is four (4) months but six (6) months or later is recommend. Evidence of such procedure must be provided to CCHA. All cats must be de-clawed prior to entering the Dwelling Unit.
 - (d) Tenant should bear in mind that they could be held liable for injury to persons or property of others caused by their pet and that they should provide insurance for any such claim. CCHA recommends Tenant secure Renter's Insurance.
 - (e) Tenant will be liable for CCHA property damage caused by pet. This applies to, but is not limited to, carpets, doors, walls, drapes, blinds, windows, screens, furniture, appliances, and all other parts of the Dwelling Unit, including landscaping and other improvements. If any such items cannot be satisfactorily cleaned or repaired, Tenant must pay for complete replacement. Tenant must sign a statement that they assume all personal financial responsibility for damage to any personal or CCHA property caused by pet and assume personal responsibility for personal injury to any party caused by pet.

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- (f) Tenant shall pay a monthly Charge for Pets fee for any type of pet for the purpose of offsetting additional maintenance and service costs. This fee is defined in Part II of the Public Housing Lease and is due and payable with the Rent.
- (g) Tenant shall pay a pet security deposit of \$250.00 for a dog or cat. This pet security deposit must be paid in advance before pet is allowed in the Dwelling Unit. This deposit is refundable if the pet causes no damage, as verified by CCHA, after the Tenant disposes of the pet or Tenant vacates the Dwelling Unit. If Tenant elects to have their pet security deposit refunded at any time, the Tenant must wait 6 months before a new pet permit can be issued.
- (h) Tenant is responsible for complying with all local, state, and federal laws and regulations governing possession of a pet. The State of Pennsylvania requires a dog over the age of three (3) months to be licensed.
- (i) Tenant shall not alter their Dwelling Unit or Development to create an enclosure for a pet.
- (j) Tenant must file, as part of the application process, a “Pet Emergency Care Plan” in case Tenant is unable to care for pet in an emergency. The “Pet Emergency Care Plan” will empower CCHA to transfer pet responsibility to an approved friend or relative off the premises. If there is no individual able to take care of the pet, CCHA reserves the right to turn the pet over to the S.P.C.A. All charges incurred are the responsibility of the Tenant.
- (k) A maximum of three (3) pet permits may be issued during tenancy.

V. Pet Management Plan:

- (a) Limit one dog, one cat, one birdcage or one aquarium per household. The birdcage may contain a maximum of two (2) birds and the aquarium may not contain more fish than the recommended maximum for the tank size.
- (b) Dogs and cats shall remain inside a Dwelling Unit unless they are on a leash and under the control of a responsible adult. Pets are not allowed to be tied, chained or housed outside.
- (c) Birds must be confined to a cage at all times.
- (d) Pets will never be left unattended in any common area inside or outside the building such as lobbies, corridors, stairways, community rooms, laundry rooms, lawns, etc.
- (e) Pets will not be permitted in common areas of the buildings at any time, except on the designated route for ingress and egress to the Dwelling Unit.
- (f) Pets must be kept on a leash and under Tenant’s supervision when outside the apartment. CCHA will have the right to report unleashed or unsupervised pets to the proper authorities, pickup said pet, and deliver it to the S.P.C.A.
- (g) Tenant acknowledges responsibility for the cleanliness of pet and removal of pet waste from the Dwelling Unit daily by:
 - 1. Cats must use litter box kept within the Dwelling Unit. Litter boxes shall be cleaned regularly. Waste must be placed in a plastic bag, tightly secured and deposited in a trash receptacle.
 - 2. Tenant must place dog on leash and take dog to designated “Pet Relief Area”. Tenants shall be responsible for the immediate cleanup of pet feces after exercising their pet in areas designated by CCHA. Waste shall be bagged and placed in outside container. **NOTE:** Tenant may not store pet waste in their apartment or flush such waste or “Kitty Litter” down the toilet, sinks, or bathtub.
 - 3. Tenant must clean up pet residue (odor, hair, seeds, feathers, water) daily. Dwelling Unit must be kept clean and free of odors at all times.

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4. Cost of extermination of fleas, ticks, mites and other pet related will be borne by the Tenant. The extermination will be arranged by CCHA to ensure timely and thorough rendering of service.

- (h) Tenant shall not permit any disturbance by their pet which would interfere with the quiet enjoyment of the premises by other tenants. This includes disturbances such as loud barking, howling, biting, scratching, chirping, or other such activities.
- (i) No visiting pets allowed by a tenant.

VI. Standards of Care: The Tenant is responsible to:

- (a) Provide adequate care, nutrition, exercise and medical care for their pet. Pets that appear to be poorly cared for will be reported to the appropriate authorities.
- (b) Ensure that the pet does not disturb the peace and quiet of the neighbors through noise and that the project environment is not adversely affected through odor, damage or destruction caused by the pet.
- (c) Keep the pet under control at all times so that the pet does not jump up on other tenants, guests in the building, or CCHA staff; and that they are not bothered or unduly frightened by the behavior of the pet.
- (d) Make arrangements for the care of the pet during any period of absence of more than six (6) hours. No pet shall be left unattended overnight for any reason.
- (e) Exercise common sense and common courtesy with respect to other tenants who may have sensitivities, allergies to, be easily frightened by, or dislike pets.

VII. Inspection of Apartment: Tenant agrees, as a condition of acceptance of the Pet Permit, that Tenant's apartment will be available for inspection of compliance of Pet Policy at any time during working hours upon thirty (30) minutes verbal notice.

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

IX. Death of Pet: The Tenant shall be responsible for arranging burial or other disposal of the pet off the premises, in the event of a pet's death.

X. Pet Rule Violation Procedures: Tenant shall comply with the following Pet Rule Violation Procedures:

- (a) Notice of Pet Rule Violation: If CCHA determines on the basis of objective facts, supported by written statements, that a Tenant has violated a rule governing the keeping of pets, CCHA will serve a notice to the owner of pet rule violation. The notice of pet rule violation will be in writing and will:
 - 1. Contain a brief statement of the factual basis for the determination and the pet rule or rules alleged to be violated; and
 - 2. State that the Tenant has two (2) days from the effective date of service of the notice to correct the violation (including, inappropriate circumstances, removal of the pet) or to make a written request for a meeting to discuss the violation; and
 - 3. State that the Tenant's failure to correct the violation, to request a meeting, or to appear at a requested meeting may result in initiation of procedures to have the pet removed and/or to evict the Tenant.

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- (b) **Pet Rule Violation Meeting:** If the Tenant makes a timely request for a meeting to discuss a pet rule violation, CCHA will establish a mutually agreeable time and place for the meeting no later than fifteen (15) days from the effective date of service of the notice of pet rule violation. At the pet rule violation meeting, the Tenant and CCHA shall discuss any alleged pet rule violation and attempt to correct the violation. The CCHA may as a result of the meeting, give the Tenant additional time to correct the violation. If the parties are unable to resolve the problem, CCHA may inform the Tenant in writing that the pet must be removed from the premises within two (2) days of the pet rule violation meeting.
- (c) **Notice of Pet Removal:** If CCHA determines that the Tenant has failed to correct the pet rule violation within the time provided under Paragraph (b) of this section (including any additional time permitted by CCHA), the CCHA may serve a notice to the Tenant to remove the pet. The notice will be in writing and will:
 - 1. Contain a brief statement of the factual basis for the determination and the pet rule that has been violated; and
 - 2. State that the Tenant must remove the pet within two (2) days of the effective date of the notice; and
 - 3. State that failure to remove the pet may result in initiation of procedures to have the pet removed and/or evict the Tenant.
- (d) **Pet Rule Violation Procedures:** The procedure does not apply in cases where the pet in question presents an immediate threat to the health or safety of other tenants or if the pet is being treated in an inhumane manner. In such cases, Section VII shall apply.
- (e) **Pet Removal:** Tenant agrees that CCHA shall have the right to immediately remove any pet if in the CCHA's judgment the pet represents an immediate threat to the health or safety of other tenants, or if the pet is being treated in an inhumane manner.

XI. Handicapped Exclusion: CCHA does not enforce any pet rule that would restrict the special rights granted to individuals with pets that are used to assist the handicapped and nothing in the Agreement limits or impairs the rights of handicapped individuals to have a pet in CCHA units as defined under 24 CFR 968.

XII. Additional Regulation: CCHA will have the right to make reasonable changes and additions to the above Pet Rules from time-to-time. Any and all changes and additions will be in writing, posted and distributed to all Tenants authorized to own and house pets.

THIS ADDENDUM, being the only Pet Agreement, except for written rule changes pursuant to Paragraph XII hereafter, CCHA's representative does not have the authority to modify this Pet Agreement. This Pet Agreement containing Pet Rules shall be considered as part of the existing Public Housing Lease Agreement between the Clinton County CCHA and the Tenant.