

Wilkes-Barre Housing Authority Addendum to Lease Agreement

Pet Policy

The following rules and regulations shall apply to all residents living in developments under the jurisdiction of the Wilkes-Barre Housing Authority, hereafter referred to as the "Authority".

This document is intended to set standards of pet care and handling which are necessary to protect the condition of the tenant's unit, the general condition of the premises, and to protect the health and safety of tenants, employees, and the public.

1. Exclusion.

This policy does not apply to animals that are used to assist persons with disabilities. Assistive animals are allowed in all public housing facilities with no restrictions other than those imposed on all tenants to maintain their units and associated facilities in a decent, safe, and sanitary manner, to refrain from disturbing their neighbors, to maintain current licensing and inoculations, etc. as found in the remaining sections.

2. Definition of Pet.

A common household pet is defined as a domesticated animal such as a dog, cat, etc., that is traditionally kept in the home for pleasure rather than for commercial purposes. Additionally, turtles, hamsters, gerbils, and guinea pigs are allowed. Common household pets do not include reptiles or snakes. If a dog grows to weigh more than the allowable weight, it then must be removed from the household immediately or the entire household will face the possibility of eviction.

3. Types and Number of Pets

Allowable pets are limited to the following:

- a. Only one (1) dog or cat per apartment shall be allowed.
- b. Domesticated dogs not otherwise prohibited and not exceeding twenty-five (25) pounds in weight **at full growth**.
- c. Domesticated cats not otherwise prohibited and not exceeding twenty (20) pounds in weight **at full growth**.
- d. Fish in approved tank not exceeding twenty (20) gallons of water. The quantity of fish must be appropriate to aquarium size.
- e. Domesticated small birds in an approved cage(s)—Maximum of two (2) birds.
- f. Turtles, hamsters, gerbils, and guinea pigs in approved cage(s) —maximum of two (2).

- g. No other living creature shall be construed as a pet.
- h. Any dog that is offspring of the following breeds, regardless of the percentage of pedigree, is strictly prohibited:

Pit Bull Terrier	Doberman Pinscher	Akita
Rottweiler	Pressa Canario	
Chow	German Shepherd	
Shar-Pei	Boxer	

- i. Any cat that is offspring of the following breeds, regardless of the percentage of pedigree, is strictly prohibited:

Ocelot	Tiger
Leopard	Any Other Undomesticated Species

4. Approval.

Residents must have written approval of the Authority **before** moving a pet into their unit. Residents must request approval on the Pet Permit Form that must be fully completed before the Authority will approve the request. A color picture of the pet must be provided so it can be identified.

If a tenant harbors a pet without the Authority's approval or registration, their pet ownership privileges shall be suspended for a period of one (1) year. A repeat violation will result in lifetime suspension of pet ownership or termination of the Lease.

All residents are prohibited from feeding, housing, or caring for stray animals. Such action shall constitute having a pet without permission of the Authority.

5. Inoculation and Licensing

In order to be registered, dogs and cats must be appropriately inoculated against rabies, distemper, and all other conditions prescribed by state and/or local ordinances. They must comply with all other state and local public health, animal control, and anti-cruelty laws including any licensing requirements. A certification signed by a licensed veterinarian or state or local official shall be required **prior** to receiving approval to add a pet. The certification must also include the estimated weight at full growth.

Proof that a dog/cat has been neutered/spayed must be provided **prior** to moving the pet into a unit. If the dog/cat is too young to neuter/spay, then temporary approval will be given with the understanding that proof of neutering/spaying be provided within six (6) months. Failure to do so will require the pet to be removed from the household immediately or the entire household will face the possibility of eviction.

6. Required Update of Registration

Each pet's registration must be updated once each year at the time of the annual recertification and no later than the Lease Renewal Date annually. Updated annual registration will include:

- a. Verification that the pet's license is in effect and has been renewed for the current year;
- b. Proof that all required inoculations are current; and
- c. The Pet Responsibility Form will be updated.

7. Pet Security Deposit

- a. Elderly/ Disabled Residents: A Pet Security Deposit will be required of dog and cat owners in the amount of one hundred dollars (\$100.00) payable on or before the pet is brought onto the premises.
- b. Non-Elderly/Disabled Residents: A Pet Security Deposit will be required of dog and cat owners in the amount of one hundred dollars (\$100.00) payable on or before the pet is brought onto the premises. Additionally, owners will be charged a ten dollar (\$10.00) monthly pet fee. This fee is non-refundable and shall be used to reimburse the Authority for administrative costs related to the tenant's pet ownership.
- c. Reasonable Accommodations for disabled household member: If a pet is approved as a reasonable accommodation, no Pet Security Deposit or monthly fee will be charged.
- d. The Pet Security Deposit is refundable when the resident vacates the unit, less any amounts owed due to damage beyond normal wear and tear. Pet Security Deposits may be applied to other damages beyond those caused by the pet, and may also be applied to any past due amounts upon resident move out. In the case of bird(s) and aquariums, no Pet Security Deposit is required. However, resident is responsible for damages in accordance with the pet policy.
- e. If a resident's pet dies, the Pet Security Deposit may be returned following an inspection of their unit to determine if there is damage beyond normal wear and tear. If damage is found beyond normal wear and tear, the Pet Security Deposit will be used to cover the cost of the damages. Any remaining balance will be returned to the resident no later than thirty (30) days following the date of the unit inspection.
- f. The pet owner must pay the full fees for professional rug shampooing, deodorizing and or de-fleaing of the apartment if, in the judgment of the Maintenance Superintendent, it is necessary before a new tenant can take possession of the apartment and such fees are in excess of the security deposit.

8. Financial Obligations of Residents

Any resident who owns or keeps a pet in their dwelling unit will be required to pay for any damages caused by the pet. Damages shall be repaired by the Authority at their full repair/replacement cost. Also, any pet-related insect infestation in the pet owner's unit will be the financial responsibility of the pet owner and the Authority reserves the right to exterminate and charge the resident.

9. Liability

The Pet Owner shall sign a Hold Harmless agreement accepting all liability and holding the Authority “harmless”. Pet owners shall be strictly liable for the entire amount of any injury to the person or property of other residents, staff, or visitors of the Authority caused by their pet and shall hold harmless the Authority for all costs of litigation and attorney’s fees resulting from such damage.

10. Pet Identification Tag

Upon receipt of the above disclosures, fees, and deposits, the Authority will issue the pet owner an identification tag and sticker. The identification tag must be placed on the pet’s collar and the sticker must be conspicuously displayed at all times in the following manner:

GARDEN TYPE APARTMENTS	Sticker must be placed in the kitchen window.
HIGH-RISE APARTMENTS	Sticker must be placed directly above the door lock on the apartment door leading to the common hallway.

11. Nuisance or Threat to Health or Safety

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 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 that make noise continuously or intermittently for one half (1/2) hour or more disturbing any person at any time of the day or night shall be considered a nuisance.

12. Pet Emergency Care

The pet owner agrees to file a Pet Emergency Care form with the Authority which transfers pet care responsibility in case of emergency or the inability of the owner to care for the pet. The pet owner must provide the name, address, and phone number of at least one (1) **local** person. The responsible person must remove the pet from the unit within twenty-four (24) hours when the pet owner is absent due to hospitalization or death or the Authority will remove the pet at the owner’s expense. If the Authority is unsuccessful in reaching the responsible party, the Authority will contact the appropriate animal care facility and request removal of such pet. It shall be the responsibility of the tenant to reclaim the pet at the expense of the tenant. Also, if a member of the Authority staff has to take a pet to the animal care facility, the tenant will be charged a fifty dollar (\$50.00) fee by the Authority to cover the Authority’s expenses.

13. Pet Waste

Resident acknowledges responsibility for the cleanliness of the pet and removal of pet waste. Failure to comply with this regulation shall result in a fine of:

First (1 st) occurrence	\$5.00
Second (2 nd) occurrence	\$25.00
Third (3 rd) occurrence	\$100.00
Fourth (4 th) occurrence	Either the pet is permanently removed from the apartment or the Authority will initiate eviction proceedings against the resident

The owner of a cat must provide a box with cat litter inside the dwelling unit, which must be accessible to the cat at all times. The pet owner shall not permit waste in the litter box to accumulate or to become offensive, unsanitary, or unsightly. The litter must be cleaned of waste at least every two (2) days and totally replaced at least once each week. The cages for birds must also be cleaned regularly for health purposes and to avoid odors. The pet owner shall dispose of such waste and litter by placing it in a tightly sealed bag or other container and depositing it in the appropriate trash receptacle. Residents are not permitted to store pet waste in their apartments or flush pet waste (including cat litter) down the toilet or dump it into sinks or bathtubs.

Pet owners must own a vacuum cleaner and clean up pet residue (hair, fur, seeds, feathers, and water) daily. Apartments must be kept clean and free of odors at all times.

14. Care of Pets

- a. The pet owner shall provide adequate care, nutrition (food and water), exercise and medical attention in accordance with reasonable standards and proper care for his/her pet. If a pet appears to be poorly cared for, the Authority will have the right to enter the premises and take the uncared-for-pet to a local animal care facility at the total expense of the pet owner. If a member of the Authority staff has to take a pet to the animal care facility, the tenant will be charged a fifty dollar (\$50.00) fee by the Authority to cover the Authority's expenses.
- b. Pets may not be left unattended in a dwelling unit for ten (10) or more hours. If the pet is left unattended and no arrangements have been made for its care, the Authority will have the right to enter the premises and take the uncared-for-pet to a local animal care facility at the total expense of the pet owner. If a member of the Authority staff has to take a pet to the animal care facility, the tenant will be charged a fifty dollar (\$50.00) fee by the Authority to cover the Authority's expenses.
- c. If a and/or b above are violated, pet ownership privileges shall be suspended for a period of one (1) year. A repeat violation will result in lifetime suspension of pet ownership or termination of the Lease.
- d. Residents must take appropriate actions to protect their pets from fleas and ticks.

15. Pets – General Conditions

- a. Retractable pet leashes are prohibited. The length of retractable leashes, some of which can extend up to 26 feet, allows dogs to get far enough away from their owner that a situation can quickly turn dangerous.
- b. Resident shall keep the pet on a leash of no more than six (6) feet in length and under control at all times outside of the resident's unit. The leash must be held by an individual twelve (12) years of age or older. Pets cannot be chained in the yard or other common area. An unleashed pet, or one tied to a fixed object, is not considered under the control of an individual twelve (12) years of age or older. Pets which are unleashed, or leashed and unattended, on Authority property will be taken to a local animal care facility at the total expense of the pet owner. If a member of the Authority staff has to take a pet to the animal care facility, the tenant will be charged a fifty dollar (\$50.00) fee by the Authority to cover the Authority's expenses.
- c. No pets are allowed in the building's public areas such as offices, hallways, laundry rooms, community rooms, playgrounds and other common areas inside as well as outside of buildings other than for reasonable entry to and egress from the building.
- d. Pets will be allowed only in the owner's own yard.
- e. Pets shall not be allowed to wander common areas. Apartment doors must be kept closed.
- f. A pet owner is prohibited from altering the dwelling unit or the surrounding premises to create a space, hole, container, shelter, or enclosure for any pet.
- g. Birds must be confined to a cage at all times.
- h. Pets cannot be kept, bred, or used for any commercial purpose.
- i. A pet owner shall physically control or confine his/her pet during the times when Authority employees, agents of the Authority, or others must enter the pet owners' apartment to conduct business, provide services, enforce lease terms, etc.

16. Visiting Pets

Pets not owned by a current Authority tenant and properly registered and authorized by the Authority are **NOT** permitted on the premises on a temporary or visiting basis. Trained Service animals that are used to assist persons with disabilities are considered a reasonable accommodation and are, therefore, excluded from the provision. Trained Service animals must comply with all state and local public health, animal control, and anti-cruelty laws including any licensing requirements.

17. Inspection

In the case of an emergency, a representative of the Authority and/or Wilkes-Barre City Police or his/her designee may, at any time, inspect any animal and the premises where the animal is kept. Other than an emergency situation, a representative of the Authority and/or Wilkes-Barre City Police or his/her designee may inspect any animal and the premises where the animal is kept as long as forty-eight (48) hour notice is given to the resident.

A representative of the Authority and/or Wilkes-Barre City Police or his/her designee may enter a dwelling unit, when there is evidence that an animal, left alone, is in danger or distress or has been left unattended for ten (10) hours or more. If there are unfavorable conditions present, the pet may be impounded, subject to any provisions of State or local health and/or anti-cruelty laws or ordinances in this regard. The Authority shall accept no responsibility for the pet under such circumstances.

18. Pet Policy Violation

If a pet owner has violated any section of the Pet Ownership Policy, the Authority will issue a written notice of lease violation and/or pet policy violation to the pet owner. The notice shall contain:

- a. A statement of the factual basis for the determination and the pet rule or rules alleged to be violated;
- b. A statement allowing the pet owner ten (10) calendar days from the date of notice to correct the violation(s); and
- c. The pet owner's rights under the administrative grievance procedure.

No notice shall be required if the pet is subject to immediate removal from the premises in accordance with Sections 14, 17, and 19 of this policy.

19. Removal of Pets

- a. **CONDITIONS OF REMOVAL.** An animal is subject to immediate removal from the premises when the Authority determines, on the basis of objective facts, one or more of the following conditions exist:
 1. A pet prohibits an Authority Representative or designee from gaining access to Housing Authority property;
 2. A pet displays vicious, dangerous, intimidating behavior, displays symptoms of severe illness, or demonstrates behavior that constitutes an immediate threat to the health or safety of others. The definition of a vicious or dangerous animal is any animal that constitutes a physical threat to human beings or other animals; any animal which has a disposition or propensity to cause injury or behave in a manner which could reasonably cause injury to human beings or other animals; regardless of whether or not such behavior is hostile; any animal which has, without provocation, bitten, attacked, or inflicted injury on any human being or other animal; or any animal which has been used in the commission of a crime.
 3. There is evidence an animal, left alone, is in danger or distress or has been left unattended for ten (10) hours or more.
 4. The tenant has been notified of a violation of this Policy in accordance with Section 18 and has refused to remove the pet.
- b. **PROCEDURES FOR REMOVAL OF AN ANIMAL.** The Authority will first attempt to contact the pet owner and/or recorded alternative custodian(s) to remove

the animal. If contact is unsuccessful or the owner and/or custodian(s) declines, delays or refuses to remove the pet, the Authority will have the right to enter the premises and take the pet to a local animal care facility at the total expense of the pet owner. If a member of the Authority staff has to take a pet to the animal care facility, the tenant will be charged a fifty dollar (\$50.00) fee by the Authority to cover the Authority's expenses.

The said pet shall be prohibited from returning to the Authority property pending resolution of any dispute regarding said violation.

If the Authority must effectuate the removal of any animal, the pet owner shall forfeit the full amount of his/her pet deposit. Pet ownership privileges shall be suspended for a period of one (1) year. A repeat violation will result in lifetime suspension of pet ownership or termination of the Lease.

20. Death of a Pet

The pet owner is responsible for arranging for immediate disposal of any dead pet. Carcasses may **NOT** be placed in dumpsters, trash cans, etc. The remains of the pet must be removed from Authority property. If the pet owner does not remove the dead pet within twenty-four (24) hours, the carcass will be removed from the premises by an Authority representative. If a member of the Authority staff has to take a pet to the animal care facility, the tenant will be charged a fifty dollar (\$50.00) fee by the Authority to cover the Authority's expenses.

The pet owner should notify the management office in writing of the death of the pet and must return the pet tag/sticker.

21. Incorporation Into Lease

This pet policy is incorporated by reference into the Lease of each tenant of the Wilkes-Barre Housing Authority. The Pet Policy shall be maintained in the Authority's office and shall be made available to any Tenant upon request. This Pet Policy is also part of the Wilkes-Barre Housing Authority Admissions and Occupancy Policy.

I acknowledge receiving a Spanish version of this document as a convenience to assist me in understanding my rights and obligations. The English language version of this document is the official, legal, controlling document. The translated document is not an official document.

Head of Household

Date

I acknowledge that I have been given a copy of the Pet Policy dated 11/15/2017.

Head of Household

Date

Co-Head of Household

Date

Household Member over 18

Date

Household Member over 18

Date

Household Member over 18

Date

Household Member over 18

Date