### THE HOUSING AUTHORITY OF THE BOROUGH OF GLASSBORO PET POLICY



## PET POLICY

# HOUSING AUTHORITY OF THE BOROUGH OF GLASSBORO

**REVISED FEBRUARY 2016** 

**RESOLUTION # 2016-18** 

### THE HOUSING AUTHORITY OF THE BOROUGH OF GLASSBORO PET POLICY

### I. Preamble

Section 526 of the Quality Housing and Work Responsibility Act of 1998, effective October 1999, provides for the ownership of pets in federally assisted rental housing built exclusively for occupancy by elderly and disabled persons, and family Public Housing.

### II. <u>Definition of Pet</u>

For the purposes of this Policy, pets are defined as:

- A. Domesticated dogs not exceeding 25 pounds in weight and meeting other requirements of this Policy.
- B. Domesticated cats not exceeding 15 pounds in weight and meeting other requirements of this Policy.
- C. Fish in approved tank not exceeding 20 gallons of water.
- D. Domesticated, caged, small birds in approved cage.

No other living creature shall be considered a pet for the purposes of this Policy. The Authority may, within its discretion, approve domesticated dogs or cats over the above weight limits who otherwise meet the requirements of this policy. Assistance Animals that assist persons with disabilities are considered to be auxiliary aids and are exempt from the Pet Policy.

#### **III.** Pet Application Registration

- A. Tenants who wish to apply for a Pet Permit must file an application for a Pet Permit with the Authority. Applications will be processed on a first-come, first-served basis.
- B. Those who have a history of poor housekeeping and/or damaging Authority owned/managed property will be denied a Pet Permit for a period of one year from the date of the application. Reconsideration for a pet permit will be given if the tenant has no housekeeping or damage violations for one year.
- C. Those who have been found to violate their lease by having a pet on the premises without a valid Pet Permit shall be denied a Pet Permit for a period of one year from the date of the violation.

### IV. Pet Permit

Prior to placing a pet into residency, the applicant or tenant must file an application for a Pet Permit. A Pet Permit will be issued after all initial conditions of this Policy have been met. Approval and denials of Pet Permits shall be in writing. Pets are not allowed to reside in units until the resident receives authorization from the Authority.

### V. <u>Conditions for Issuance of a Pet Permit</u>

For dogs and cats only:

### THE HOUSING AUTHORITY OF THE BOROUGH OF GLASSBORO PET POLICY

- A. With the exception of the elderly and disabled, the applicant must file a Certificate of Insurance with the Authority certifying that applicant has renter's insurance with liability and property damage coverage. Insurance must remain in effect for the life of the pet permit. Renters may request a waiver of this requirement in writing to the Executive Director.
- B. The applicant must provide proof, each year, of Municipal Registration of the pet in accordance with NJ State Law and local ordinance.
- C. Applicant must provide proof from a licensed veterinarian or a state or local authority empowered to inoculate animals, each year, that the pet is in good health and has been inoculated for distemper and rabies; and information sufficient to identify pet and demonstrate it is a common household pet.
- D. Prior to issuance of Pet Permit, applicant agrees to post a pet security deposit of \$300.00 for each dog or cat. For the elderly and disabled, the fee shall be \$100. Any balance of the pet security deposit will be refunded to the tenant after the tenant moves or no longer owns the pet. Total pet security deposit may be paid over time. Initial amount of \$50.00 is due when pet is brought into unit. Subsequent monthly payments of \$10 per month must be made until the total requirement has been satisfied.
- E. The pet deposit may be used to pay reasonable expenses directly related to the presence of the pet on the property. Such expenses would include, but not be limited to, the cost of repairs and replacement to unit, fumigation of the unit, and the cost of animal care facilities.
- E. Tenants will be charged a separate waste removal penalty fee, of \$5.00 per occurrence, for failure to comply with pet rule on waste removal. See Section VI. Pet Management Plan.
  - G. For single-family dwelling units (Project 204-1, EHOs, 501 Properties, Shepherd's Farm), the tenant shall pay a non- refundable monthly fee of \$5.00 to cover the costs relating to the presence of pets. (This fee is not applicable to Colonial Park, Carino Park, Deptford Park, or Nancy J. Elkis Seniors Housing because they are projects designated for elderly/disabled residents.)

### For all pets, as defined in this Policy:

- A. The applicant must sign a statement that said applicant assumes all personal financial responsibility for damage to any personal property and property owned/managed by the Authority or any of its affiliates caused by the pet and said applicant assumes personal responsibility for personal injury to any party caused by said pet.
- B. Applicant must certify and agree to the general terms and conditions of the management of said pet and acknowledge that the Pet Permit can be revoked for failure to follow pet management rules.

### THE HOUSING AUTHORITY OF THE BOROUGH OF GLASSBORO PET POLICY

- C. Prior to issuance of Pet Permit, applicant agrees to sign a statement that applicant has read and understands the Pet Policy and agrees to amend the lease accordingly.
- D. As part of the application process for a Pet Permit, the applicant must file a "Pet Emergency Care Plan" in case applicant is unable to care for said pet in an emergency. This plan must empower the Authority, or any of its affiliates, as applicable, to transfer the responsibility of the pet to an approved friend or relative of the applicant that is off the premises of the project.

### VI. Pet Management Plan

- A. Only one Pet Permit will be issued per dwelling unit.
- B. An individual Pet Permit may only be issued for one dog, or one cat, or one 20 gallon fish tank, or one bird cage.
- C. Pets must be confined to apartment unless on a leash or appropriately and effectively restrained for the high-rise buildings only.
- D. Pets shall not wander without appropriate and effective restraints in common areas of the building or on the grounds or at any time.
- E. In the event that the tenant leaves the building or property in an emergency, the pet is to be provided for in accordance with the "Pet Emergency Care Plan" within 4 hours of departure of said tenant.
- F. Tenant shall be responsible to maintain the dwelling unit free of flea infestation. All costs associated with the treatment of fleas shall be the responsibility of the tenant.
- G. Tenant acknowledges responsibility for the cleanliness of pets and removal of pet waste from building daily by:
  - 1. Placing cat litter waste into bag and into trash chute or outside trash can.
  - 2. Placing dog on leash and taking dog to established "Pet Relief Area" as designated in the high-rise buildings only. Tenants are responsible to remove and properly dispose of all removable pet waste from the Pet Relief Area.

Note: Tenants are not to store pet waste in their apartment/house or flush pet waste with "kitty litter" down the toilet, sinks, or bathtubs.

- 3. Pet owners must own a vacuum cleaner and clean up pet residue (odor, hair, seeds, feathers, water) daily. Dwelling units must be kept clean and free of odors at all times.
- 4. Pet owners must prevent pets from damaging property (within apartment/house, common areas, grounds or personal property of others), and assume all liability

### THE HOUSING AUTHORITY OF THE BOROUGH OF GLASSBORO PET POLICY

regardless of fault in cases where said pet contributes to or causes property damage or personal damage.

- 5. Tenant agrees to manage pet in such a way that it does not contribute to complaints from other tenants or neighbors regarding behavior and/or activities of said pet.
- 6. Tenant must certify that pet is not pregnant and has been spayed or neutered if pet is a cat and spayed if pet is a female dog. If pet is a young cat or dog, tenant must agree to have the pet spayed or neutered as soon as the pet reaches the minimum age for being spayed or neutered and to provide the management with certification of the procedure.
- 7. Tenant agrees to keep property free of dog/cat waste.
- 8. Tenants agrees to provide for the adequate care, nutrition, exercise and medical attention for their pets.

### **VII.** General Conditions

#### A. Limits on Pet Permits:

No more than one Pet Permit shall be issued per dwelling unit.

### VIII. Pet Control

Tenant must keep pet appropriately and effectively restrained and under the control of a responsible adult while in public and on common areas of the premises. For single-family dwelling units (Project 204-1 only), pets shall not be left unattended outside of the dwelling unit unless in a fenced enclosure approved by management.

#### IX. Pet Waste

Tenant shall control pet to insure that pet uses only the designated outside area or litter box for urination or defecation. If animal waste is deposited on the premises, the resident pet owner shall be responsible for the immediate removal from the premises of any / all waste deposited by their pet by placing it in a sealed plastic bad and disposing of it in an outside trash bin.

#### X. <u>Inspection of Dwelling Unit</u>

Tenant agrees, as a condition of accepting the Pet Permit, that tenant's dwelling unit will be available for inspection of compliance with Pet Policy at any time during working hours on thirty (30) minute notice.

### THE HOUSING AUTHORITY OF THE BOROUGH OF GLASSBORO PET POLICY

### XI. Petition of Removal

The Executive Director, or his/her designee, may require pet owners to remove their pets upon the petition of two (2) or more neighboring residents who allege a complaint against the pet owner for non-compliance with the Pet Policy. The tenant will be afforded a fair hearing on said infraction with the Executive Director, or his/her designee. The tenant must abide by determination of said hearing, which may include removal of the pet within 72 hours.

### XII. Damages

Damages caused by the pet, as determined by inspection, shall be repaired/replaced by management at the time the damages are discovered. Tenant will be billed for full repair/replacement cost at time of repair.

### XIII. Revocation of Pet Permit

- A. Revocation of Pet Permit may occur upon the occasion of the following conditions:
  - 1. Upon death of pet.
  - 2. Upon permanent removal of pet from the apartment/house.
  - 3. For non-payment of the monthly security deposit installment in accordance with Section V. Conditions for Issuance of a Pet Permit, item D.
- B. Upon determination by management of the Authority, that the following conditions may be considered cause for revocation:
  - 1. Pet has caused damage to any dwelling unit, common areas, personal property or persons.
  - 2. Pet has bitten, scratched or caused injury to any person.
  - 3. Pet makes animal sounds that are generally annoying to tenants, neighbors or Authority management, for example, barking dog or loud meowing cat.
  - 4. Pet defecates or urinates in a dwelling unit, on common areas or on the undesignated grounds.
  - 5. Pet is found out of control of tenant; a) dog off leash; b) cat running loose; c) bird not caged.
  - 6. Upon expiration of municipal animal license, unless renewed.
  - 7. Upon expiration of inoculation unless current inoculation status is recertified.
  - 8. Upon any determination by the Authority that the pet is a danger and hazard to the health and safety of tenants, management, employees and/or guests of the Authority.

### THE HOUSING AUTHORITY OF THE BOROUGH OF GLASSBORO PET POLICY

C. Written notice of a permit revocation will be served on the pet owner in writing 10 (ten) days before the effective date. The Notice shall include a brief factual statement of the violation.

#### XIV. Death of Pet

The tenant shall be responsible for arranging for burial or other disposal, off the premises, of pets in the event of death of the pet.

### XIV. Pet Temporarily on Premises

Pets which are not owned by a tenant will not be allowed on the premises. Residents are prohibited from feeding or harboring stray animals.

#### XIV. Absence of Tenant

The tenant shall supply the name, address and phone number of two responsible parties who will care for the pet if the pet owner dies, is incapacitated or is otherwise unable to care for the pet. If the responsible party is unwilling or unable to care for the pet or if the Authority, after reasonable efforts, cannot contact the responsible party the Authority may contact the appropriate state or local agency and request the removal of the pet. Any cost to remove the animal will be a charge to the tenant owner.

#### XIV. Emergencies

The Authority will take all necessary steps to ensure that pets which become vicious, display symptoms of severe illness, or demonstrate behavior that constitutes an immediate threat to the health or safety of others, are referred to the appropriate state or local entity authorized to remove such animals. Any cost to remove the animal will be a charge to the tenant owner.

# THE HOUSING AUTHORITY OF THE BOROUGH OF GLASSBORO PET POLICY

### **PET PERMIT APPLICATION**

Project Name	
Tenant Name	_ Apt #
Type of permit requested: Bird Fish	Cat Dog
IF CAT: DeclawedNot Declawed	
Date pet is expected to be brought to the apartment	
Pet Security Deposit is required as follows. Payment mus Conditions for Issuance of a Pet Permit, item D of the Pe	
<u>\$100.00 Pet Deposit</u>	
Bird cages are not permitted to be attached to ceilings. Applicant understands that permits are issued on a first waiting list.	come first served basis and may be placed on a
Ву:	
Tenant	
DO NOT WRITE BE	LOW THIS LINE
Date application received:	By:
Policy explained to tenant by:	
Amount of Pet Security Deposit:	
Apartment inspected for housekeeping Yes No	
Approved by:	
Rejected by:	
Reason for rejection:	
Date Permit issued:	Permit#

# THE HOUSING AUTHORITY OF THE BOROUGH OF GLASSBORO PET POLICY

### LEASE ADDENDUM

TENANT	PROJECT	PET PERMIT #
1 Parties and Dwelling	g Unit:	
The parties of this permit are	the Housing Authority of Gloucester	County, referred to as the
management/landlord and		referred to as the tenant. The
landlord leases to the tenant t	ınit number located at	
2 Length of Time (Ter	m):	
The term of this permit shall	begin on	and end in accordance with the
provisions of the Pet Policy.		
3 Waste Removal Cha	rge:	
The tenant agrees to pay \$5.0	0 each occurrence as a separate pet wa	aste removal penalty for failure to
comply with pet rule on waste	e removal.	
4 Pet Security Deposit	:	
The tenant has an initial pet s	security deposit in the amount of \$	with the landlord. The tenant
will continue to pay the landle	ord \$10 per month, due on the $1_{\mathrm{st}}$ of ea	ch month, until the total pet security
deposit amount is equal to \$1	00 or \$300. The landlord will hold the	pet security deposit for the period
tenant occupies the unit. Afte	r 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 Depos	it and make such refund within thirty
(30) days. The pet security de	posit will be held at Commerce Bank,	Cherry Hill, New Jersey, in
Account #	, which shall be an interest bear	ing account.
5 Tenant agrees to obt	ain renter's insurance with liability an	d property damage coverage prior to
issuance of the Pet Permit and	d to keep insurance current so long as	the pet resides in the unit.
6 Tenant agrees to file	a copy of any Municipal Registration	or license with the landlord and to keep
same current.		
7 Tenant agrees to kee	p the pet properly inoculated for rabic	es and distemper and to provide landlord
proof that such inoculations of	or vaccinations are current.	
8 Tenant agrees to ass	ume all personal financial responsibili	ty for damages to any personal or
project property caused by th	e pet, and assumes personal responsib	oility for personal injury to any party
caused by the pet.		

# THE HOUSING AUTHORITY OF THE BOROUGH OF GLASSBORO PET POLICY

LEASE ADDENDUM
9 Tenant hereby certifies and agrees to the general terms and conditions of the management and
understands and acknowledges that the Pet Permit can be revoked for failure to follow and abide by the Pet
Policy.
10 Tenant agrees, in the event it becomes necessary for the landlord to retain or hire a lawyer to
represent the landlord for the purpose of advising, preparing for, conducting an action for eviction of the
tenant, or collection of pet damages, the tenant shall be obligated to pay and be liable to the landlord for the
payment of all reasonable lawyer fees and court costs and shall be considered to be additional rent due and
owing, upon the presenting of a bill for same to the tenant, if the landlord prevails in the action.
11 The tenant has read and understands the Pet Policy and agrees to amend the lease accordingly.
12 Tenant agrees and understands that the Pet Policy is part of the lease and this permit.
13 Tenant agrees to file a "Pet Emergency Care Plan" with the landlord and agrees to hold the
landlord and employees harmless of any liability in connection with the Pet Emergency Care Plan.
14 Tenant agrees to pay for any and all costs for the care of the pet in the pet care facility, if it
becomes necessary,
15 Tenant agrees to any reasonable changes in the Pet Management Rules that may occur in the
future.
16 Tenant agrees to make the apartment available for inspection, during normal working hours, upon
thirty (30) minute notice.
17 Tenant agrees to have pet use outside pet relief area, if pet is dog or cat, or cats may use approved
kitty litter container in apartment. Tenant further agrees to pay \$5.00 per occurrence for the cost of any
clean up as the result of "accidents" by pet or for the failure of the tenant to clean up and properly dispose
of any removable waste from the designated pet relief area.
18 Tenant agrees to dispose of pet waste and kitty litter by placing in double plastic bags and putting
bag in trash chute - daily.
19 For single-family dwelling units (Project 204-1 and EHO), the tenant agrees to pay a non-
refundable monthly fee of \$5.00 to cover the costs relating to the presence of pets. (This fee is not applicable
to Colonial Park, Carino Park, Deptford Park, or Nancy J. Elkis Seniors Housing because they are projects
designated for elderly/disabled residents.)

# THE HOUSING AUTHORITY OF THE BOROUGH OF GLASSBORO PET POLICY

20 Description of Pet:	
LEASE ADDENDUM	
As a condition of application for a Pet Permit	issued on
Ι,	, understand and agree to the Terms and
Conditions of the Pet Policy.	
Landlord – Sign and Date	
Tenant – Sign and Date	

# THE HOUSING AUTHORITY OF THE BOROUGH OF GLASSBORO PET POLICY

Project Name		D	ate	
Tenant Name		A	pt #	
Type of Animal: Bird	Fish	Cat	Dog	
IF CAT: Declawed	Not 1	Declawed		
RESPONSIBLE PERSON 1				
Name				
Address				
Telephone Number				
Email Address				
Relationship:				
RESPONSIBLE PERSON 2				
Name				
Address				
Telephone Number				
Email Address				
Relationship:				<del></del>
Ι	certify that	t the above name	ed individuals will	care for my pet in the event I
die, become incapacitated, or o	-			
individuals are unable to care f				
responsible parties, the Author	_			
the pet. Any cost to remove the	•	11 1	· ·	mey and request the removal o
I	Bv:		<del></del>	