

PET POLICY – READ COPY ONLY – for NO PET RESIDENTS

IF YOU WANT A PET – YOU MUST FILL OUT A PET POLICY AND PAY THE PET FEE. CONTACT THE OFFICE.

All terms and conditions of this policy are incorporated into the dwelling lease and outline the rules and regulations as set forth by the Housing Authority of Morgantown for the purpose of pet ownership.

The term “Resident” as hereinafter used is defined to mean a residential family, or in other words, all persons in one rental unit.

The term “common household pet” is defined to mean a warm-blooded animal, to include dogs and cats. No other type of animal shall qualify as a common household pet for the purpose of this policy. **NO EXOTIC PETS ALLOWED (such as snakes, lizards, spiders etc.)**

I. PET RULES AND REGULATIONS

Resident is permitted to own **two** common household pet, with the exception of fish and caged animals (such as gerbils, hamsters, birds). Resident, however, is only permitted to own one fish tank and one animal/bird cage. (Resident will be responsible to pay a \$100.00 non-refundable pet fee for each additional fish tank or animal/bird cage.) **Exceptions are seeing-eye dogs and hearing-aid dogs.**

All pets must be registered with the Housing Authority of Morgantown. Resident must **receive a written permit and keep it posted in view in the unit**, to keep any animal on or about the premises. This permit may be revoked at any time, subject to the Housing Authority grievance procedure, if the animal becomes destructive; a nuisance or safety hazard to other residents, guests or employees, or the resident fails to comply with the following:

1. Residents who reside in Housing Authority of Morgantown’s developments are **permitted to own one (2) common household pet**, with the exception of fish and caged animals (such as gerbils, hamsters, and birds). Residents, however, is only permitted to own one fish tank and one animal/bird cage. (Residents will be responsible to pay a \$100.00 non-refundable pet fee for each additional fish tank or animal/bird cage.)
2. Fish tanks owned by residents are limited to no more than 15 gallons.
3. Under **NO** circumstances shall any animal or pet that is considered a dangerous breed or species be allowed on the premises. These are to include, but are not limited to: Rottweiler, Doberman Pinscher, Pitt Bulls, German Shepherd, or any type of attack dog.
4. **Due to potential property damage that could be caused by dogs or cats, a non-refundable fee of \$150.00 shall be required for Elderly/Disabled residents and \$300.00 non-refundable fee for all other residents.** Resident shall be required to pay the entire amount of pet fee at the time of move in or acquisition of pet.
5. If a resident no longer has a pet due to death or by choosing to give up their pet for any other reason, the resident must report the absence of the pet to the Housing Authority. Before the resident shall obtain a new pet, the resident must receive approval from the Housing Authority and must complete a new pet policy and pay any additional non-refundable pet fee that may be required.
6. In the event of death of a resident’s authorized pet, the resident will not be charged any additional pet fee when obtaining a new pet.
7. Any resident that no longer owns a pet for any reason other than death of the pet who wishes to obtain a new pet shall be required to pay an additional non-refundable pet fee of \$150.00 for Elderly/Disabled residents and a \$300.00 non-refundable pet fee for all other residents. Resident is required to pay the entire amount of the pet fee at the time the new pet is obtained.
8. When obtaining a new pet, Resident will be allowed 30 days in which to see if the Pet has a personality that is suitable or not for the Resident or environment. In the event the Pet is not suitable and the Resident gets rid of the Pet **within 30 days**, the Pet Fee paid will transfer to a new Pet.
9. Resident will be billed for any damage done (over & above normal) by their pet during the lease period. Failure to pay for said damages shall result in eviction. The non-refundable fee shall be applied to paying for damages caused by the pet at the time of resident’s eviction or voluntary move-out from premises.
10. Resident is responsible for and agrees to pay the costs of all work which the Housing Authority must perform or have performed if it exceeds the non-refundable pet fee, because of the resident’s pet.
11. Resident must be able to (physically and mentally) care for his/her pet so no abuse or harm shall be inflicted upon the pet.
12. Resident will be responsible for maintenance of the pet in a healthy environment and shall insure pet receives proper standard of care and humane treatment. Resident must comply with all humane and/or health ordinances.

13. All residents shall have their respective pet licensed and inoculated in accordance with state and local laws. Proof of inoculation shall be presented to the Housing Authority at the time of request and at least thirty (30) days prior to each lease renewal, and it shall be evidenced by a signed veterinarian statement verifying inoculation of the pet in question or provide proof of purchase and identification of inoculation given by the resident. State law requires a rabies vaccination yearly.
14. All cats and dogs **must be spayed or neutered** and evidence of such must be in resident's file.
15. Resident shall not permit any disturbance by their pet which would interfere with the peaceful enjoyment of other residents: whether by loud barking, howling, whining, biting, scratching, chirping or other such activities.
16. Resident is recommended to have the pet bathed, dipped or treated with Flea and Tick products to prevent infestation.
17. Pet will not be allowed out of dwelling unit unless in the custody of the resident. (Dogs and cats shall be on a leash no longer than eight (8) feet or carried in a closed and well-ventilated container and they shall be under the control of a responsible individual at all times.) Where applicable, the pet will be taken from the building by side or rear entrances and will not be allowed in common residential areas.
18. All cats are required to remain inside apartment units and to use litter boxes. Litter is to be disposed of in accordance with housing rules established by the Housing Authority. Litter boxes **must be changed at least twice a week. Pet waste must be separated from litter each day.** All pets must be housebroken or litter trained. Resident will be solely responsible for assuring cleanup of debris or damage by pet in buildings or on Housing Authority property. Pet droppings shall be scooped from the premises, deposited in bags and disposed of. All other animals will be properly caged to accommodate elimination.
19. Resident shall take adequate precautions to eliminate any pet odors in or around unit and maintain unit in a sanitary condition **at all times.**
20. Under **NO** circumstances shall a pet be left unattended for more than twenty-four (24) hours. If this does happen, the Housing Authority has the right to remove the pet and transfer it to the proper authorities. Pet will be held for no more than thirty (30) days and all costs incurred during the time will be the responsibility of the resident.
21. The Housing Authority may require more frequent housekeeping inspections for residents with pets than for residents without pets.
22. If a warm-blooded animal, pet shall wear a collar with identification tag, including phone number of resident in event of emergency.
23. No alterations shall be made to the apartment, premises, or any portion thereof for purposes related to the keeping of a pet.
24. No animal or any kind shall be raised, bred or kept in any unit for any commercial purpose.
25. Only those pets for which authorization has been obtained are to be in the unit, unless authorization has been received from the Housing Authority.
26. Feeding or otherwise caring for "Stray" animals is a violation of the Pet Policy and Dwelling Lease.
27. **SPECIAL RULES FOR HEALTH THREATS AND RESIDENT MOVES:**
 - a. Housing Authority of Morgantown shall not permit the presence of a common household pet to constitute a serious threat to the health of a resident or prospective resident, or any member of his or her family. For purposes of this section, a common household pet will constitute a serious threat to the health of an individual only if the individual (or his or her parent or guardian) has filed with the Housing Authority a certificate signed by a licensed physician indicating that exposure to the pet will cause an allergic reaction that will constitute such a threat to the individual. The certificate must describe the type of exposure (such as direct contact or presence in the same room).
 - b. In the event a pet that constitutes a serious threat to normal operations of management, the resident will be asked to permanently remove the pet.
28. In emergency cases when the pet is a threat to the health and safety of other residents and the Housing Authority cannot locate the resident, they will contact the alternate care person (designated by the Resident) who will be responsible for contacting the veterinarian of their choice and the pet is to be removed within a twenty-four (24) hours period. The Vet will be responsible for pet care for up to thirty (30) days. The resident must make prior arrangements with the Veterinarian in the event this takes place.

The privilege of maintaining a pet in the Housing Authority shall be subject to the rules set forth above. This privilege may be revoked at any time, subject to the grievance procedure. If any animal should become destructive, create a nuisance or represent a threat to the safety and security of other residents, the Housing Authority will follow the termination procedures for pet violations.

These rules and regulations are subject to change.

II. TERMINATION PROCEDURES FOR PET VIOLATIONS

A. Notice for Pet Rules Violations

If the Housing Authority of Morgantown determines on the basis of objective facts, supported by written statements, that a

resident has violated a rule governing the keeping of a pet, the Authority shall serve a notice of pet rules violation on the resident. The notice of pet rule violation will be in writing and will contain the following:

1. A brief statement of the facts for the determination and the pet rule or rules alleged to be violated;
2. Statement that the resident has ten (10) days from the effective date of service of the 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; and
3. Statement that the resident'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, terminate the resident's tenancy or both.

B. Pet Rule Violation Meeting

If the pet owner makes a timely request for a meeting to discuss a pet rule violation, the Housing Authority of Morgantown shall establish a mutually agreeable time and place for the meeting no later than fifteen (15) days from the date the notice of violation is served. If the parties are unable to resolve the problem, the Housing Authority of Morgantown may inform the resident in writing that the pet must be removed from the premises within ten (10) days of the pet rule violation meeting. The resident is entitled to be accompanied by another person or his/her choice at the meeting.

C. Notice for Pet removal

If the Housing Authority of Morgantown determines that the resident has failed to correct the pet rule violation within the time provided under paragraph (B) of this section (including any additional time permitted by the Housing Authority, the Housing Authority may serve a notice on the resident in accordance with 243.22(f) of HUD's Federal Regulation requiring the resident to remove the pet. The notice will be in writing and contain the following:

1. A brief statement of the facts for determination and the pet rule that has been violated;

D. Commencement of Procedures to Remove a Pet or Terminate the Resident's Tenancy

If the Housing Authority of Morgantown determines that;

1. A resident has not removed the pet or corrected the pet rule violation within the applicable time period specified in this section (including any additional time permitted by the Housing Authority of Morgantown) and
2. The pet rule violation is sufficient to begin procedures to have the pet removed or terminate the resident's tenancy under the terms of the lease and applicable regulation, the Housing Authority of Morgantown may commence such procedures.

III. PET REGISTRATION REQUIREMENTS

All pets must be registered with the Housing Authority of Morgantown. Resident must provide all required information and receive a written permit and keep it posted in view in the unit, to keep any animal on or about the premises. This permit may be revoked at any time, subject to the Housing Authority grievance procedure, if the animal becomes destructive, a nuisance or safety hazard to other residents or employees, or the resident fails to comply with the above rules and regulations.

Resident must supply the Housing Authority of Morgantown with the information below before a pet will be allowed to reside in the Housing Authority of Morgantown's developments:

- a. A brief description of the pet including the type, color, weight and name.
- b. 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 or provide proof of purchase and identification of inoculation given by the resident.
- c. Pet is required to be neutered/spayed and certified by a signed veterinarian's statement pertinent to the animal in question.
- d. A clear photograph of animal which identifies pet and demonstrates that animal is a common household pet must be presented to the Housing Authority.
- e. Resident must provide the Housing Authority with the name, address, and telephone number of the pet's veterinarian and an alternate care person to contact if the resident dies, is incapacitated or is otherwise unable to care for the pet. The following person is aware of the responsibilities they are accepting regarding a pet living on Housing Authority property:

If the pet should die, it will be the responsibility of the resident to remove the remains from the Housing Authority of Morgantown's premises within twenty-four (24) hours. Resident must provide name, address, and telephone number of an agency or individual responsible for the removal in the absence of the resident.

All terms and conditions of this policy are incorporated into the dwelling lease and outline the rules and regulations as set forth by the Housing Authority of Morgantown for the purpose of pet ownership. The possession of an unauthorized pet and the refusal to divest oneself of the pet upon written request by the Housing Authority constitutes material noncompliance with the lease. Furthermore, resident shall also be held in material noncompliance if pet causes serious or repeated damage to unit or common areas and/or repeated interference with the right to quiet enjoyment of other residents. Such material noncompliance shall constitute grounds for termination of the lease.

