

Have Residents Sign Detailed Pet Policy

Developing a comprehensive pet policy, and having it signed by each applicant and resident, will reduce the likelihood of complaints, damages, and risks associated with allowing pets in rental units. The following policy, devel-

oped by A.J. Johnson, president of A.J. Johnson Consulting Services, can be adapted for use at your site. Show this policy to your attorney to make sure it complies with any local restrictions of pets in dwelling units.

SITE PET POLICY

Common household pets are permitted at *[insert name of site]* provided that any pet meets management requirements and the pet owners follow management procedures. The pet policy limits the number and type of residents' pets, and the areas pets may access. In general, each unit may contain:

- ◆ One four-legged, warm-blooded pet (two cats are permitted);
- ◆ Two birds or small caged animals; and
- ◆ A 10-gallon fish tank (number of fish is not limited).

Residents are requested to not feed or house stray animals. The pet policy does not apply to assistive animals. Refer to the Assistance Animal policy available from Management.

- 1. 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). 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. This definition does not include animals that are used to assist persons with disabilities.
- 2. LOCATION OF PETS ON THE PROPERTY.** Pets are not allowed in public lobbies, dining areas, playgrounds, or other common areas. When dogs or cats are moved through the building(s), they must be moved from the resident's unit to the nearest outside exit, avoiding common areas. Pets may not be left tied or unattended on any part of the property.
- 3. SIZES AND BREEDS.** There is no size limit for dogs. However, the following breeds are prohibited: Presa Canarios, Chow Chows, Doberman Pinschers, Rottweilers, Pit Bulls, and *[insert any breeds prohibited by your local government or insurance policy]*.
- 4. LICENSURE AND TAGS.** Every dog and cat must wear the appropriate local animal license (if required by the locality), a valid rabies tag, and a tag bearing the owner's name, address, and phone number. All required licenses and tags must be current.
- 5. REGISTRATION.** Every dog and cat must be registered with management prior to admission and annu-

ally during the resident's recertification and/or lease renewal. Registration of dogs and cats requires:

- ◆ Proof of licensure (if required);
- ◆ Proof of up-to-date inoculations;
- ◆ Verification that the pet has been spayed or neutered (or documentation from a veterinarian that such surgery would be detrimental to the animal's health);
- ◆ Evidence of a flea control program; and
- ◆ Contact information for alternate caretakers, as well as verification of their willingness to care for the pets.

Prior to the admittance of a pet into the community, residents will be required to complete a Pet Application and a Kennel Release form.

The resident may keep only the pet described on the Pet Application with no substitution or addition of other pets without the prior consent of management. Management will maintain a photograph of the pet in the household file. Fish are not covered under this rule.

- 6. PET DEPOSIT.** Each dog or cat owner must provide a pet deposit of *[insert amount, e.g., \$300]*, in addition to the standard rental security deposit. This deposit will be maintained in a separate account as provided for by state law and HUD regulations for the maintenance of security deposits. Upon termination of residence by the pet owner or removal of all dogs or cats from the owner's unit, all or part of the pet deposit will be refunded minus reasonable expenses directly attributable to the presence of the pet. *[Insert if a HUD-based site:]*If the resident is unable to provide the complete deposit at the time the pet enters the community, then a payment schedule can be used.
- 7. 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(s) in designated pet exercise locations. Pet owners are responsible for the immediate cleanup of the feces of their dog. Resident dog owners must bag and securely tie dog feces and deposit the bag in outside trash receptacles or other specified locations, if applicable. Fines 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

SITE PET POLICY (continued)

must be placed in a bag, tied securely, and dropped in outside trash receptacles or other specified locations, if applicable.

- 8. NOISE.** Pets that make noise that disrupts other residents are unacceptable.
- 9. PET BEHAVIOR.** No pet that bites, attacks, or demonstrates other aggressive behavior toward humans may be kept on the premises. Pet owners shall assume liability for any injury sustained by residents, guests, or staff members that is caused by the owner's pet.
- 10. CONTROL OF PETS.** Dogs and cats must be effectively restrained and under the control of a responsible individual at all times while outside the confines of the pet owner's unit and while on the premises.
- 11. ALTERNATE CARETAKER.** The resident must not leave a pet unattended for more than 24 consecutive hours. When applicable, the pet owner must provide the names of at least two 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 must agree to allow management to enter the unit and place the pet in an appropriate boarding facility for a maximum of 30 days. The pet owner will be responsible for the cost of the animal care facility. Within 30 days of such an emergency, the resident, his agent, family, or estate must make arrangements with the animal care facility as to the disposition of the pet and will be responsible for all obligations, financial and otherwise, in such disposition.

12. SICK OR INJURED ANIMALS. No sick or injured pet will be accepted for occupancy without the consultation and written acknowledgment of a veterinarian as to the condition of the pet's ability to live in a rental unit. Acceptance regardless of documentation and consultation is the prerogative of the manager. Admitted pets that suffer illnesses or injury must be immediately taken for veterinary care at the pet owner's expense.

13. MANAGEMENT RIGHT OF REFUSAL. Management can refuse to admit a pet for the following reasons:

- ◆ The pet is not a common household pet.
- ◆ The pet does not comply with the pet policy.
- ◆ The pet owner fails to provide complete registration information or fails to annually update the pet registration.
- ◆ It is reasonably determined, based on the pet owner's habits and practices, that the pet owner will be unable to keep the pet in compliance with the pet rules and other lease obligations.

14. NOTICES. In the case of a violation of these rules, including management's refusal to register a pet, management will give the applicant/resident a written notice with an explanation of the reason for the refusal.

I (the applicant/resident) acknowledge that I have read this Pet Policy and agree to abide by its terms.

APPLICANT/
RESIDENT SIGNATURE _____ DATE _____

APPLICANT/
RESIDENT SIGNATURE _____ DATE _____

MANAGEMENT
SIGNATURE _____ DATE _____