

**HOUSING AUTHORITY OF THE CITY OF ERIE PET POLICY
AND PROCEDURES
C.TED DOMBROWSKI APARTMENTS**

PURPOSE

The purpose of this pet policy and procedures is to permit pet ownership by residents of elderly housing at the C. Ted Dombrowski Apartments owned and managed by the Housing Authority of the City of Erie. Pet ownership is subject to compliance with reasonable requirements established by the Housing Authority. A resident may own one or more common household pets provided, (1) the resident maintains each pet responsibly; (2) in accordance with applicable state and local public health, animal control, and animal anti-cruelty laws and regulations; and (3) in accordance with the policies established in the Authority's Annual Plan for the Agency.

SECTION 1 – DEFINITION OF PET AND NUMBER PER UNIT

For purposes of this policy and procedures, 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. 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 regulations shall apply. This definition does not include animals that are used to assist persons with disabilities. No other type of pet is permitted. Any other pet will be refused registration. Dogs cannot weigh more than 20 pounds. If the dog or cat grows to weigh more than the allowable weight, it then must be removed from the premises.

Only one pet is permitted in a unit.

SECTION 2 – PRE-REGISTRATION REQUIRED PRIOR TO ADMISSION

No less than ten (10) days before the pet is to be brought into the unit (other than fish or bird), such pet must be registered with the Authority by the Tenant delivering to the Authority the completed Pet Registration form attached as Exhibit I. Registration must show type of pet, recent picture, name, age, license number, and current inoculation information, name and address of pet's veterinarian, plus a signed responsibility card showing the name of three (3) persons to call to come get the pet in the event of the Tenant's illness or death (see Section 4). Pet registration information must be updated annually at recertification time. If the Tenant is currently a resident who already has fish or birds, the Tenant may keep the pet(s) they have now, but will be required to complete a responsibility card and identify the type of pet with the office within 30 days of the effective date of this policy and procedures.

If the Tenant fails to provide complete pet registration information or fails to update the pet registration annually, the pet will not be permitted on the premises. Furthermore, if the Authority reasonably determines, based on a pet application or the Tenant's housekeeping habits and practices, or the Tenant's health, that such person will be unable to comply fully with all of

these Pet regulations, the pet will be denied admission. A notice in accordance with Section 10 will be sent to the Tenant stating the basis for Landlord's determination.

SECTION 3 – REQUIRED UPDATE OF REGISTRATION

Each pet's registration must be updated once each year at the time of the Tenant's annual recertification. 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 of any inoculations that are required for such pet and that all shots are current;
and
- c. proof of annual veterinary care.

At this time, the pet responsibility form will be reviewed with the Tenant to see that the three persons listed are still correct and that there has been no change in either addresses or telephone numbers.

SECTION 4 – PET RESPONSIBILITY CARD

Prior to pet admission, the Tenant must complete and sign a written responsibility form set forth on Exhibit II showing the name, address, and telephone number of three (3) local persons who will retrieve the pet in the event of the Tenant's illness, vacation, or death. The responsibility form must be renewed each year at recertification at the same time the pet's registration is updated.

SECTION 5 – PET SECURITY DEPOSIT

The pet (dog or cat) owner must pay a \$75 refundable security deposit to cover costs that may be incurred by the Authority for damages caused by the pet. The security deposit will be refunded when the pet is no longer a part of the residence, and upon inspection of the unit for damages. If damages are repaired during tenancy, the cost will be billed directly to the tenant. If damages are repaired after the unit is vacated, the cost will be deducted from the security deposit and any balance owed will be billed to the tenant. No deposits are required for bird or fish owners. For dogs and cats that are not spayed or neutered before admission, an additional \$75 deposit is required. This deposit will be refunded when the spaying or neutering occurs and is verified by a veterinarian. The security deposit and spaying fee may be paid in the amount of \$50 when the pet is brought onto the property and \$10 per month thereafter until the deposit is paid in full.

SECTION 6 – PETS - GENERAL CONDITIONS

The Tenant agrees to comply with these rules, and the violation of these rules shall be grounds for removal of the pet or termination of the tenancy, or both.

- a. No pet may be left unattended, **and in no circumstances tied or tethered**, outside of the Tenant's unit or building.
- b. Pets are not to be taken into other tenants' unit for any reason.
- c. Pets are never permitted in the building's public rooms, such as the offices (except for registration), waiting rooms, youth clubs, or services offices.
- d. Tenants shall not alter their unit, inside or outside, to create an enclosure for their pets.
- e. Apartments, storage sheds, and yard areas must be kept clean and free of hair, feathers, seeds, droppings, urine, feces, and odors at all times.
- f. Costs of extermination from fleas, ticks, or other animal-related pests caused by a Tenant's pet will be the responsibility of such Tenant. If these pests migrate to adjacent units in a building, the pet owner will be responsible for extermination in those units, also.
- g. Tenants shall not permit any disturbance by their pet, which would interfere with other Tenants' quiet enjoyment of their accommodations. This includes disturbances such as loud barking, howling, scratching, whining, loud chirping, yowling, screeching, or other such activities.
- h. Pet waste—Pet waste must be properly disposed of. At no time will pet waste of any type be permitted to remain in yard areas or common areas of the development. It is the owner's responsibility to remove pet waste when it occurs. Pet waste of all types, including litter box and cage cleaning, must be put in tightly-fastened, heavy-duty plastic bags and placed outside in the trash container provided to the resident. A \$5.00 charge will be levied each time the Tenant fails to remove pet waste in accordance with the rules.
- i. Pet owner removing pet from apartment—Whenever a pet is out of the apartment or house for any reason, such pet will be on a leash. Recapture of a loose pet is the sole responsibility of the Tenant. The Authority will not be involved or take responsibility for such recapture.
- j. Pets that are exercised on Housing Authority premises must be on a leash at all times.

SECTION 7 – VISITING PETS

Visiting pets are not permitted unless they are trained dogs aiding the disabled (e.g., Seeing Eye dog).

SECTION 8 – PROTECTION OF THE PET

If the health or the safety of a pet is threatened by the death or incapacity of the Tenant, or by other factors that render the Tenant unable to care for the pet, the Authority will contact one of the three persons listed on the Pet Responsibility Form. If none of these three responsible people is willing or able to care for the pet or, after reasonable efforts, the Authority has been unable to contact one of the three persons, the Authority will contact the appropriate state or local agency and request removal of such pet. If there is no state or local agency authorized to remove a pet under these circumstances, the Authority, or its designee, will enter the Tenant's unit, remove the pet, and place it in an approved animal shelter for permanent disposition.

SECTION 9 – OWNER'S ABSENCE

If the Tenant is temporarily absent, such as in the hospital or on vacation, the Authority must be notified as soon as possible before the Tenant leaves with the name of the person who will take total responsibility to regularly care for the pet until the Tenant returns. Failure to abide by the above regulations will cause the Authority to arrange for removal and care of the pet as stated in Section 8, with the cost for such care the full responsibility of the Tenant.

SECTION 10 – PET VIOLATIONS

Loose pets—If a pet gets loose and out of the Tenant's premises, the Tenant, and not the Authority is responsible for damages and recapture. The Tenant will immediately clean up any waste and pay the cost of any damages incurred within thirty (30) days of presentation of the bill from the Authority.

Notice of pet rule violation—If the Authority determines, on the basis of objective facts supported by written statements, that the Tenant has violated a rule governing the keeping of pets, the Authority will serve a notice to the Tenant of pet rule violation. The notice of pet rule violation will be in writing and will:

- a. Contain a brief statement of the factual basis for the determination and the pet rule or rules alleged to be violated.
- b. State that the Tenant 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).
- c. State that the Tenant's failure to correct the violation, shall result in initiation of such procedures to have the pet removed, or to terminate the tenancy, or both.
- d. This notice is subject to the Authority's grievance procedure. However, the Authority may, at its sole discretion, require the temporary removal of the

pet, until the grievance hearing is held and a decision is made by the hearing officer.

SECTION 11 – PET REMOVAL

If a pet becomes vicious or displays symptoms of severe illness or other behavior that constitutes an immediate threat to the health or safety of the pet or other tenants, the Authority or an authorized agency will be permitted to enter the Tenant’s unit, remove the pet, and take such action with respect to the pet as may be permissible under state and local law. The Authority is permitted to enter the premises in such case as above if anyone of the following situations apply:

- a. The Tenant has refused to remove the pet or the Authority is unable to contact the Tenant to make the removal request.
- b. If the Tenant is willing but unable, due to accident or illness, to remove the pet.
- c. If the Authority reasonably believes the pet is being abused or neglected.

Notice for pet removal—If the Authority determines that the Tenant has failed to correct the pet rule violation, the Authority may serve a notice to the Tenant requiring the Tenant to remove the pet. The notice will be in writing and will:

- a. Contain a brief statement of the factual basis for the determination and the pet rule that has been violated.
- b. State that the Tenant must remove the pet within 24 hours.
- c. State that failure to remove the pet shall result in initiation of procedures to have the pet removed or evict the Tenant for lease violation.

SECTION 12 – DEATH OF PET

Should a pet die on the Authority’s property, it is the responsibility of the Tenant to dispose of the pet immediately. If this is not done within one (1) day and the Authority must dispose of such pet, the Tenant will be responsible for all costs incurred by the Authority. Dog and cat carcasses may not be disposed of on the Authority’s property, or in a trash container located thereon.

SECTION 13 – UNIT INSPECTION

The Authority’s maintenance personnel will not be permitted to enter the premises housing a dog or cat unless the Tenant, or another responsible adult, is home and places the pet on a leash or is under control at all times maintenance personnel are in the unit. Any problems noticed at an inspection, such as damages to the premises or odors, will be rectified by repairs or extermination within five (5) days of the inspection. If the Tenant has not arranged for repairs or

extermination within such five-(5) day period, the Authority will then make the necessary repairs or extermination at the Tenant's expense. These charges will be placed on the rent statement as are any other maintenance charges.

SECTION 14.A. – DOGS

In addition to other sections of these rules, the following apply:

- Dogs must be no less than eight (8) weeks old and completely housebroken by the time the dog is twelve (12) weeks old.
- Proof that the dog is neutered or spayed with all required shots must be furnished within six (6) months of admission.
- Each dog must be licensed by the appropriate local governmental agency and proof of license renewal is required each year by the Tenant. Dogs must wear a collar at all times showing license and owner's name and address.
- At admission and at each recertification, the Tenant must show proof that the dog has had the proper Parvo shots for distemper and rabies. This proof must be signed by a veterinarian.
- A dog cannot be over 17 inches tall at the top of the shoulder, or weigh over 20 pounds at maturity. In the case of a puppy, a statement from a veterinarian will be required verifying that normally that type of dog will not be over the size limitations at maturity.
- A dog must be on a leash at all times when outside of the Tenant's premises, unless it is in an approved and locked pet carrier. Dogs and cats should be held and carried when brought to the management office to be photographed.
- In the case that a pet deposits waste on the Authority's property, the Tenant must immediately remove such waste. Waste must be placed in a plastic bag, sealed tight, and placed in the Tenant's outside trash container.
- No dog may stay alone in a unit overnight. It is the responsibility of the Tenant, if they have to be away overnight for any reason, to take the pet elsewhere until they return.
- Whenever the Authority's employees, or contractors, need to enter the unit, the Tenant must be present and the dog/cat must be under control.

SECTION 14.B. – CATS

In addition to the other sections of these rules, the following apply:

- Cats must be no less than eight (8) weeks old and must be litter box-trained by the time the cat is twelve (12) weeks old. Proof that the cat has been spayed or neutered with all required shots must be shown within four (4) months of admission.
- Cats must wear a collar at all time showing owner's name and address.
- Proof must be shown before admission and each year at recertification that the cat has had the proper FVR-CP and rabies and distemper shots. This proof must be signed by a veterinarian.
- Cats must be on a leash at all times and carried when outside the Tenant's apartment or carried in an approved, locked pet carrier.
- The Tenant must use a cat litter box and waste must be cleaned daily from the litter box, placed in a tightly-fastened plastic bag, and placed in the outside trash container by the cat owner. Litter must be disposed of a minimum of twice a week and replaced with new, clean litter. Soiled litter must be placed in a tightly-sealed plastic bag and placed in the outside trash container. Cat waste and litter are never to be disposed of in any other way.
- No cat may stay alone in a unit overnight. It is the responsibility of the Tenant if they have to leave suddenly and be away overnight to take the pet elsewhere until they return.
- In the case that a cat deposits waste on the Authority's property, the Tenant must immediately remove such waste. Waste must then be placed in a plastic bag, sealed tightly, and put in an outside trash container.
- Whenever the Authority's employees, or contractors, need to enter the unit, the Tenant must be present and the cat must be under control at all times.

SECTION 14.C. – STRAYS

Any stray dog or cat found on Authority property will be removed and placed with the Erie Humane Society. Any unregistered dog or cat on Authority property will be considered as a stray.

SECTION 14.D. – BIRDS

- No monthly maintenance fee or security deposit.
- No more than two (2) birds (parakeets or canaries) to a unit will be permitted.
- The birdcage must be no larger than three (3) feet high and two (2) feet wide.

- Cages must be cleaned daily.
- Debris from cage must be disposed of in a plastic bag, sealed, and placed in the outside trash container.

SECTION 14.E. – FISH

- No monthly maintenance fee or security deposit will be charged for a fishbowl or tank, twenty (20) gallons or less.
- Only one fish tank is permitted per unit. It is to be no larger than twenty (20) gallons.
- Fishbowl must be cleaned once a week. Fish tank must be cleaned once a month.
- Fish may not be alone in the unit over one (1) week, unless arrangements for care have been made by the owner.
- Fish owner must be aware, when cleaning or filling fish tank that any water damage done to the apartment will be billed to the Tenant.

SECTION 14.F. – SERVICE ANIMALS

These policies and procedures do not apply to trained service animals aiding the disabled (e.g., Seeing-Eye dog).

The Tenant must agree to comply with these rules as provided in this policy, and the violation of these rules shall be grounds for removal of the pet or eviction of the Tenant, or both, in accordance with the provisions of this policy and applicable regulations.

Please see below:

- Pet Registration Form
- Pet Responsibility Form
- Pet Policy Checklist

(PET REGISTRATION FORM on next page)