

DAYTON HOUSING AUTHORITY

PET POLICY

Purpose: The purpose of the pet policy of Dayton Housing Authority is to ensure that those residents who desire pets are responsible pet owners and that those residents who do not desire pets are not inconvenienced by pets on the premises. It also is intended to ensure that pets on premises are properly cared for. Further goals of this policy are to ensure a decent, safe and sanitary living environment for existing and prospective tenants and to protect and preserve the physical condition of the premises and financial interest of Dayton Housing Authority. Pets may not leave the owner's apartments except where noted. Such pets will not be allowed to roam either in the Authority's building or on the grounds.

Owning a pet within the Authority's properties is a privilege that must not be abused.

1. Security Deposit/Pet Permit

A security deposit equal to the amount of two hundred and fifty (\$250.00) dollars will be paid to Dayton Housing Authority at the time the pet permit is issued. The tenant shall not have a pet present on DHA premises prior to obtaining a pet permit.

The security deposit must be paid in full and must be paid prior to obtaining a pet. The security deposit will not be used for pet damages during the tenancy but will be applied to any damages noted during the tenant's move out inspection.

Dayton Housing Authority will refund any unused portion of the pet deposit to the tenant within sixty (60) days after the resident vacates the unit.

Please note that if the resident permanently removes the pet from the unit or the pet dies, the pet deposit will not be refunded until the entire household vacates the unit. Also, any subsequent pet obtained by the tenant must meet the conditions of this policy. Therefore, a new pet permit must be filed with Dayton Housing Authority prior to obtaining a new pet in the household.

2. Damages

Pet owners are responsible for paying the total cost of repairing any damages caused by a pet to any property owned by the Authority whether the damages are within the apartment or outside on the grounds, including any part of the building itself. This includes landscaping, walls, windows, carpet, etc. Residents will be billed for the full repair costs at the time of repair. Tenants shall not alter their unit or outside areas to create an enclosure for the pet. Tenants shall comply with all federal, state, and local laws, statutes and ordinances pertaining to pets being kept on a leash. Tenant shall not chain or tie the pet to any outside structure or shall not leave the pet unattended while outside the unit. Dogs must be kept on a leash at all times while outside the unit.

VISITORS AND/OR GUESTS MAY NOT BRING THEIR PETS ONTO DAYTON HOUSING AUTHORITY PROPERTY AT ANY TIME FOR ANY REASON.

3. Application

Prior to obtaining a pet, an application must be filed at Dayton Housing Authority's main office located at 270 Railroad Street, Dayton, Tennessee. If the pet owner is a household member age eighteen (18) years or older, both the head of household and the adult pet owner must sign the application for the pet permit. Both individuals will be held accountable for the provisions of this policy. The resident shall not have a pet present on DHA premises prior to obtaining a pet permit.

4. Definition of Pet

Pets are defined as:

- A. Domesticated dogs, not to exceed twenty five (25) pounds in weight, fully grown, meeting all other requirements of this policy. Dogs weighing over twenty five (25) pounds are specifically prohibited.
- B. Domesticated cats
- C. If the pet is a fish, the aquarium must be thirty (30) gallons or less and the aquarium must be placed in a safe place in the unit. Tenant is limited to one aquarium but there is no limit to the number of fish as long as the aquarium is kept in a clean and safe manner.
- D. Domesticated caged small birds such as parakeets or canaries.
- E. The Executive Director or his or her designee will approve on a case by case basis any other domesticated animal to be kept as a pet.
- F. Reptiles, insects, non-domesticated rodents, farm animals and birds of prey are not permitted.
- G. Residents are expressly prohibited from feeding or harboring stray animals.

5. Pet Application Registration

The resident must complete an application and pay the \$250.00 pet deposit in full prior to the pet permit being issued. The resident must also provide a current photograph of the pet or pets may be photographed at the DHA main office: Pet permits will be issued subject to requirements below:

- A. The resident pet owner must be listed on the most recent lease agreement with the Authority. The rent on the unit must be current with no delinquent balances.
- B. The resident must sign a statement that he/she will assume all personal financial responsibility for damage to any personal or Authority property caused by the pet and will assume personal responsibility and liability for personal injury to any person caused by the pet.

The resident must submit the name, address, and telephone number of the attending veterinarian to Dayton Housing Authority either annually or whenever there is a change in veterinarian.

- C. The resident must certify and agree to the terms and conditions of the management of said pet and acknowledges that the pet permit can be revoked after two (2) warning notices for failure to follow pet policy. Upon revocation of this permit, the resident must permanently remove the pet from the premises within seven (7) calendar days from the date of notice. Failure to do so may result in termination of the apartment dwelling lease.
- D. No more than one (1) animal shall be permitted per unit with the exception of fish.
- E. All pet permits are valid for a maximum of one (1) year only. The permits must be renewed at annual recertification, however a new security deposit will not be required. Failure to renew the pet permit at annual recertification will result in the automatic revocation of the pet permit. All of the conditions of this policy must be met prior to the issuance of a new permit. Residents must file evidence, in the form of an acceptable certificate from the veterinarian that the pet is in good health and that the animal has had the proper current medical shots. For cats and dogs, the inoculation must include, but not limited to, distemper and rabies. Other inoculations may be required, as recommended by the veterinarian or that may be required by state or local laws, ordinance or regulation. The resident must also ensure for proper grooming, exercise, and nutrition of the pet.
- F. Tenant must comply with all public health, animal control, and animal anti-cruelty laws and regulations.

6. Pet Management Plan

- A. Dogs and cats must be spayed or neutered. Evidence of spaying or neutering must be provided by a written statement from the veterinarian, animal shelter, or humane society. Any exception to this requirement must be approved, in writing, by a DHA representative.
- B. No pet, already pregnant, may be introduced into any unit.
- C. Any pet that is unruly, aggressive, or destructive will not be allowed.
- D. Birdcages and fish tanks must be kept clean.
- E. All authorized pets must be under control of an adult. An unleashed pet, or one tied to a fixed object, is not under the control of an adult. Dogs or cats may not be tied to any outside fixture such as clothes lines or porch rails. Any pet found outside unleashed or leashed and unattended on DHA property, may be impounded and taken to the animal shelter. It shall be the responsibility of the resident to reclaim the pet at the expense of the resident. Pets shall be restrained when DHA personnel must enter the apartment for maintenance, inspections, or other business.

- F. Pet(s) may not be left unattended for more than twenty four (24) consecutive hours. If the pet is a dog, it may not be left unattended for more than twelve (12) hours. If it is reported to DHA that a pet has been left unattended for more than the allowed period, DHA staff may enter the unit and remove the pet and transfer the pet to the animal shelter. Any expense to remove and reclaim the pet from any facility will be the responsibility of the resident.

A Pet Emergency Care Plan must be filed with the Authority naming an alternate caregiver for the pet should an emergency arise that would render the resident unable to care for the pet. If an alternate caregiver cannot be located, the pet may be transferred to the animal shelter. Any expense to reclaim the pet from any facility will be the responsibility of the resident.

- G. The resident is solely responsible for cleaning up the waste of the pet within the dwelling and on the grounds of the public housing development. All dogs must be properly housebroken and cats must be provided with a litter box that is kept clean and sanitary. Any waste left outside the unit (in the yard or common areas) must be disposed of in a plastic bag, securely tied and placed in the garbage. If the DHA staff is required to clean any waste left by a pet, the resident will be charged for the removal.
- H. Cats are not permitted to roam at will and may not be left unattended on the housing authority grounds. Cats must use litter pans that are waterproof and leak proof and must be kept clean and odor free. Cardboard boxes shall not be used as litter pans. Litter must be disposed of in plastic bags and may not be stored, flushed down toilets, sinks, bathtubs, or dumped on DHA grounds. The resident will be responsible for the cost of repairs of any damaged plumbing or cleanup of litter dumped on grounds. These actions can also result in the revocation of the pet permit.
- I. The resident agrees to manage the pet in such a way that its behavior and activities do not disturb the other residents.

J. Absence of Owner

No pet may be unattended for more than twenty four (24) hours, except in the case of a dog, which shall be for no more than twelve (12) hours. If a resident owner is going to be away from the unit or becomes ill, arrangements must be made in advance for the proper care of the pet. If DHA staff finds the pet unattended or not properly cared for, the pet will be immediately removed from the unit after twenty four (24) hours and taken to the animal shelter, kennel, or other animal control authorities. The resident will be responsible for any and all costs associated with the care of the pet due to the absence of the owner.

K. In the event of an emergency which would render the resident unable to care of the pet, the resident agrees to provide DHA with the name and contact information for an alternate caregiver of the pet. If the alternate caregiver cannot be reached within twenty four (24) hours, DHA will follow the same steps as detailed in Section J, Absence of Owner.

L. The Authority may revoke a tenant's pet permit and require the tenant to remove the pet from the premises when the Authority determines that any of the following exist:

- (1) The resident's refusal to comply with these rules and regulations or any federal, state, or local codes or laws that may be applicable;
- (2) The resident fails to properly care for the pet;
- (3) The resident fails to properly control the pet by the use of a leash when outside the unit;
- (4) The pet has caused damages to the apartment, common areas, personal property, or persons; or
- (5) The pet has bitten, scratched, or caused injury to any person or persons.
- (6) The pet regularly disturbs neighbors. For example, repeated barking, howling, or loud meowing.

M. Death of the Pet

The resident owner is responsible for arranging for the disposal of any pet within twenty four (24) hours after its death. The resident may NOT bury or dispose of the pet on any property owned by Dayton Housing Authority.

N. Incorporation Into Lease

This Pet Policy is incorporated by reference into the lease of each Dayton Housing Authority resident. The resident agrees to this as evidence by his/her signature or Schedule A.

O. Grievance Hearing

In the event an applicant for a pet permit is denied the permit, the Resident may request a grievance hearing as specified under Dayton Housing Authority's grievance policy.