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LEASE AMENDMENT

PET POLICY

2023 Revision

The following rules are established concerning the approval and maintenance of pets in and on properties owned and managed by the Pickaway Metropolitan Housing Authority.

THIS POLICY DOES NOT APPLY TO ANIMALS THAT ARE USED TO ASSIST PERSONS WITH DISABILITIES. ASSISTIVE ANIMALS ARE ALLOWED IN ALL FACILITIES WITH NO RESTRICTIONS OTHER THAN THOSE IMPOSED ON ALL TENANTS TO MAINTAIN THEIR UNITS AND ASSOCIATED FACILITIES IN A DECENT, SAFE AND SANITARY MANNER AND TO REFRAIN FROM DISTURBING THEIR NEIGHBORS.

The resident, by signing this amendment, assumes full responsibility and liability for the pet and agrees to hold the Pickaway Metropolitan Housing Authority (PMHA) harmless from any claims caused by an action or inaction of the pet or the owner.

Registration of Pets

All pets must be registered with PMHA BEFORE they are brought onto any agency grounds or property. Pets will not be approved to reside in a unit until completion of all registration requirements.

Residents requesting pet approval will be required to sign this amendment and the authorization for pet ownership form.

Registration includes completion of all PMHA forms, documentation signed by a licensed veterinarian or state/local authority that the pet has received all inoculations required by the state or local law, and that the pet has no communicable disease(s) and is pest-free. This registration must be renewed annually and will be coordinated with the annual re-certification of the resident. A picture of the pet must be provided to the PMHA so the animal can be identified if necessary.

Refusal to Register Pets

PMHA will refuse to register a pet if:

- The pet is not a common household pet as defined below
- Keeping the pet would violate any pet restrictions listed in this policy
- The pet owner fails to provide complete pet registration information, or fails to update the registration annually
- The applicant has been previously charged with animal cruelty under state or local law; or has been evicted, had to relinquish a pet or been prohibited from future pet ownership due to pet rule violations or a court order.

USDA Non-Discrimination Statement

This institution is an equal opportunity provider.

HUD Notification of Non-Discrimination on the Basis of Disability Status

Pickaway Metropolitan Housing Authority does not discriminate on the basis of disability status in the admission or access to, or treatment or employment in, its federally assisted programs and activities. The person named below has been designated to coordinate compliance with the nondiscrimination requirements contained in the Department of Housing and Urban Development's regulations implementing Section 504 (24 CFR, part 8 dated June 2, 1988): Tammy McGlone, Pickaway Metropolitan Housing Authority, 176 Rustic Drive, Circleville OH 43113, Phone: 740-477-2514, Email: tmcglone@pickawaymha.com

- PMHA reasonably determines that the pet owner is unable to keep the pet in compliance with the pet rules and other lease obligations. The pet's temperament and behavior may be considered as a factor in determining the pet owner's ability to comply with provisions of the lease

If PMHA refuses to register a pet, a written notification will be sent to the pet owner within 10 business days of the decision. The notice will state the reason for refusing to register the pet and will inform the family/owner of the right to appeal the decision in accordance with the PMHA Grievance Procedure.

Pet Agreement

Residents who have been approved to have a pet must enter into a pet agreement with PMHA, or the approval of the pet will be withdrawn.

The pet agreement is the resident's certification that he or she has received a copy of the PMHA Pet Policy and applicable house rules, that he or she has read the policies and/or rules, understands them, and agrees to comply with them.

The resident further certifies by signing the pet agreement that he or she understands that noncompliance with the PMHA Pet Policy and applicable house rules may result in the withdrawal of PMHA approval of the pet or termination of tenancy.

Pet Deposit and Fees

Pet owners of dogs and/or cats are required to pay a \$50.00 non-refundable pet fee which must be paid in full before the pet is on properties owned and managed by the Pickaway Metropolitan Housing Authority. Charges for non-refundable pet fee are not part of rent payable by the resident.

A pet deposit of \$200.00 is required for approved cats and/or dogs in addition to the non-refundable pet fee. A \$50.00 payment toward the \$200 deposit must be paid at the time of pet being approved. If the tenant so desires, the balance of the deposit can be paid in increments until paid in full. \$10.00 per month is the minimum amount that can be paid toward the pet deposit balance. The Pet Deposit is not part of rent payable by the resident.

PMHA will refund the pet deposit to the resident, less the cost of any damages caused by the pet to the dwelling unit, within 30 days of move-out or removal of the pet from the unit.

The resident will be billed for any amount that exceeds the pet deposit. If the resident disagrees with the amount charged to the pet deposit, PMHA will provide the opportunity to discuss the charges.

PMHA will provide the resident with a written list of any charges against the pet deposit within 30 business days of the move-out/removal of pet date. If the resident disagrees with the amount charged to the pet deposit, PMHA will provide the opportunity to discuss the charges.

The non-refundable pet fee is intended to cover the reasonable operating costs to the project related to the presence of pets. Reasonable operating costs to the property relating to the presence of pets include, but are not limited to:

- Landscaping costs
- Pest control costs
- Insurance costs
- Clean-up costs

All reasonable expenses incurred by PMHA as a result of damages directly attributable to the presence of the pet in the project will be the responsibility of the resident, including:

- The cost of repairs and replacements to the resident's dwelling unit
- Fumigation of the dwelling unit
- Repairs to common areas of the property

The expense of flea elimination shall also be the responsibility of the resident.

If the resident is in occupancy when such costs occur, the resident shall be billed for such costs in accordance with the policies in Section 8-I-G, Maintenance and Damage Charges of the Admissions and Continuing Occupancy Policy. Pet deposits will not be applied to the costs of pet-related damages during occupancy. Charges for pet-related damage are not part of the rent payable by the resident.

Standards for Pets

A pet is defined as a domesticated animal and common household pet such as a dog, cat, bird or fish, and is recognized as an animal owned for companionship and traditionally kept in the home for pleasure, not commercial purposes.

The following animals are **not** considered common household pets:

- Reptiles
- Rodents
- Insects
- Arachnids
- Wild animals or feral animals
- Pot-bellied pigs
- Animals used for commercial breeding

The following animals are not permitted:

- Any animal whose adult weight will exceed 25 pounds
- Dogs of the pit bull, rottweiler, chow, or boxer breeds
- Ferrets or other animals whose natural protective mechanisms pose a risk to small children of serious bites or lacerations
- Any animal not permitted under state or local law or code

Residents may own a maximum of 2 pets, only one of which may be a dog or cat. No more than 1 caged or aquarium pet shall be allowed per family. Only one uncaged pet per household is permitted.

In the case of fish, residents may keep no more than can be maintained in a safe and healthy manner in a tank **holding up to 10 gallons**. Such a tank or aquarium will be counted as 1 pet. **All tanks or aquariums must be located on the first floor of the dwelling unit.**

Dogs and cats must be spayed or neutered at the time of registration or in the case of underage animals, within 30 days of the pet reaching 6 months of age. Exceptions may be made upon veterinary certification that subjecting this pet to the procedure would be temporarily or permanently medically unsafe or unnecessary.

Pets must be licensed in accordance with state or local law. Residents must provide proof of licensing at the time of registration and annually, in conjunction with the resident's annual re-certification. As a minimum:

- Dogs Require: Rabies and Canine Distemper/Adenovirus-2 (hepatitis, parvovirus, parainfluenza, given as DA2PP, DHPP, or DAPP); Ohio dog license
- Cats Require: Rabies and FVRCP 3 in 1 vaccine (Feline rhinotracheitis virus/herpesvirus 1 (FVR/FHV-1), Feline Calicivirus (FCV) and Feline Panleukopenia (FPV))

Responsible Parties

The pet owner will be required to designate a responsible party for the care of the pet if the health or safety of the pet is threatened by the death or incapacity of the pet owner, or by other factors that render the pet owner unable to care for the pet. Signature will be required by these individuals indicating their acceptance of this responsibility.

A resident who cares for another resident's pet must notify PMHA and sign a statement that they agree to abide by all of the pet rules, including the limits on the number of pets per household.

Pet Rules

Pets must be maintained within the resident's unit. When outside of the unit (within the building or on the grounds) dogs and cats must be kept on a leash or securely carried. The pet must be under the control of the resident or other responsible individual at all times.

Pets other than dogs or cats must be kept in a cage or carrier when outside of the rental unit.

Pets are not permitted in common areas including lobbies, community rooms and laundry areas except for those common areas which are entrances to and exits from the building.

Pet owners are not permitted to exercise pets inside or in any area not designated for such purpose.

No animals may be tethered or chained inside or outside the dwelling unit at any time.

Cleanliness

Pet bedding is not permitted to be washed in any common laundry facility.

Pets must not be permitted to deposit waste on the outside grounds/property without **immediate removal of the waste**. The pet owner shall be responsible for the removal of waste from the grounds/property by placing it in a sealed plastic bag and disposing of it in a waste container.

The pet owner shall take adequate precautions to eliminate any pet odors within or around the unit and to maintain the unit in a sanitary condition at all times.

The following are litter box requirements:

- Pet owners must promptly dispose of waste from litter boxes and must maintain litter boxes in a sanitary manner
- Litter shall not be disposed of by being flushed through a toilet
- Litter boxes shall be kept inside the resident's dwelling unit

Alterations of Property

Pet owners shall not alter their unit, patio, premises or common areas to create an enclosure for any animal.

Installation of pet doors is prohibited.

Noise

Pet owners must agree to control the noise of pets so that such noise does not constitute a nuisance to other residents or interrupt their peaceful enjoyment of their housing unit or premises. This includes, but is not limited to loud or continuous barking, howling, whining, biting, scratching, chirping, or other such activities.

Pet Care

Each pet owner shall be responsible for adequate care, nutrition, exercise and medical attention for his/her pet.

Each pet owner shall be responsible for appropriately training and caring for his/her pet to ensure that the pet is not a nuisance or danger to other residents and does not damage PMHA property.

No animals may be tethered or chained inside or outside the dwelling unit at any time.

Pets may not be left unattended in a dwelling unit for over twelve hours. If the pet is left unattended and no arrangements have been made for its care, PMHA will have the right to contact the responsible parties to arrange for removal of the pet. If the responsible parties fail to respond or cannot be contacted, PMHA may

remove the animal to an appropriate boarding facility. The cost for this board will be the responsibility of the tenant.

Pets Temporarily on the Premises

Pets that are not owned by a tenant are **not allowed on the premises**.

Residents are prohibited from feeding or harboring stray animals. The feeding of stray animals will be considered housing a pet without permission.

Pet Rule Violations

All complaints of cruelty and all dog bites will be referred to animal control or an applicable agency for investigation and enforcement.

If a determination is made on objective facts supported by written statements, that a resident/pet owner has violated the pet rules, written notice will be served. Written notice will contain a brief statement of the factual basis for the determination and the pet rule(s) that were violated. The notice will also state:

- That the pet owner has 10 business days from the effective date of the service of notice to correct the violation or make written request for a meeting to discuss the violation
- That the pet owner is entitled to be accompanied by another person of his or her choice at the meeting
- That the pet owner's failure to correct the violation, request a meeting, or appear at a requested meeting may result in initiation of procedures to remove the pet, or to terminate the pet owner's tenancy

Notice for Pet Removal

If the pet owner and PMHA are unable to resolve the violation at the meeting or the pet owner fails to correct the violation in the time period allotted by PMHA, PMHA may serve notice to remove the pet.

The notice will contain:

- A brief statement of the factual basis for PMHA's determination of the pet rule that has been violated
- The requirement that the resident/pet owner must remove the pet within 30 calendar days of the notice
- A statement that failure to remove the pet may result in the initiation of termination of tenancy procedures.

Pet Removal

If the death or incapacity of the pet owner threatens the health or safety of the pet, or other factors occur that render the owner unable to care for the pet, the situation will be reported to the responsible party designated by the pet owner.

If the responsible party is unwilling or unable to care for the pet, or if PMHA after reasonable efforts cannot contact the responsible party, PMHA may contact the appropriate state or local agency and request the removal of the pet.

Termination of Tenancy

PMHA may initiate procedures for termination of tenancy based on a pet rule violation if:

- The pet owner has failed to remove the pet or correct a pet rule violation within the time period specified
- The pet rule violation is sufficient to begin procedures to terminate tenancy under terms of the lease

Emergencies

PMHA will take all steps necessary to ensure that pets that become vicious, display symptoms of severe illness, or demonstrate behavior that constitutes an immediate threat to the health or safety of others, are immediately removed from the premises by referring the situation to the appropriate state or local entity authorized to remove such animals.

If it is necessary for PMHA to place the pet in a shelter facility, the cost will be the responsibility of the pet owner.

If the pet is removed as a result of any aggressive act on the part of the pet, the pet will not be allowed back on the premises.