

# Hightstown Housing Authority Pet Policy

## Purpose

The purpose of the Hightstown Housing Authority Pet Policy is to insure that those residents who desire pets are responsible pet owners and that those residents that do not desire pets are not inconvenienced by pets on the premises. It is also intended to ensure that pets on the premises are properly cared for. Any residents that had a pet living here prior to the date of this Pet Policy will be “grandfathered” only as pertaining to the required security deposit. Further goals of this policy are to assure a decent, safe and sanitary living environment for existing and prospective tenants and to protect and preserve the physical condition of the premises and the financial interest of the Housing Authority of the Borough of Hightstown, (Hightstown Housing Authority) in the premises. Pets may not leave owner’s apartment except where noted. Pets will not be allowed to roam either in the buildings or the grounds.

**Owning a pet within the Hightstown Housing Authority’s Properties is a privilege that must not be abused.**

## General Policy

All pets permitted within the Hightstown Housing Authority properties will be with the approval of the Executive Director. Permission to maintain a pet will not be unreasonably withheld all terms of the Pet Policy are met and the presence of the pet on the premises does not frustrate the purpose and goals of the Pet Policy as set forth above.

## Security Deposit

A security Deposit of \$ 100.00 for each pet in the household for family units and \$ 25.00 for each pet in a senior citizen leaseholder household is required. This is an obligation in addition to any other financial obligations generally imposed on tenants by terms of their leases. The Hightstown Housing Authority will use the pet deposit only to pay reasonable expenses directly attributable to the presence of the pet in the Housing Authority, including but not limited to the cost of repairs and replacements to, the fumigation of, the tenants apartment. The Hightstown Housing Authority will refund any unused portion of the pet deposit to the tenant within 30 days after the tenant moves from the apartment. The pet deposit is not part of the rent payable by the tenant.

## Damages

Pet owners are responsible for paying the total cost of repairing any damage caused by a pet to any property owned by the Hightstown Housing Authority in excess of the security deposit, whether the damages are within the apartment or outside on the grounds, including any part of the building itself. This includes furniture, shrubbery, walls, windows, rugs etc. The Executive

Director will assess reasonable costs for damages. Tenants desiring pets must fill out a Pet Permit and sign the Pet Policy before any pet is introduced into the apartment. If the tenant refuses to sign, no pet will be permitted.

**Guest may not bring their pets onto Hightstown Housing Authority Property at any time.**

### **Types of Pets Allowed**

Pets permitted per household

One Dog or Cat

One fish tank, no larger than (40) gallons

One Bird

One small caged domesticated animals (rabbit, guinea pig, hamster or gerbil)

Any exceptions are subject to the judgment of the Executive Director. The Borough of Hightstown must legally license all dogs and cats and a copy of the license must be submitted to the Housing Authority Office. All adult dogs must be housebroken. The weight limit per animal is 20 pounds.

### **Neutering**

The neutering of dogs and cats is strongly urged. If the tenant refuses to have the pet properly neutered and the is disruptive (howling, odors, spraying, etc.) it may be removed from the premises pursuant to any means or procedure referred to in the section of this policy on “Pet Removal)

### **Pet Offspring**

No Pet already pregnant may be introduced into any unit. No pet offspring will be allowed.

### **Medical Care**

A certificate or letter from the veterinarian establishing the pet is in good health and its shot are current must be presented to the Executive Director before any pet is allowed in the apartment. All shots must be kept up to date each year and proof submitted at tenants annual recertification.

Dogs and cats must have proper medical shots as listed: distemper and rabies for cats and dogs; others as recommended by the veterinarian or required by State or local law, ordinance or regulation. Puppies or kittens may be admitted with the preliminary shots as long as the tenant provides proof within three months that the necessary succeeding shots are administered by the veterinarian.

## **Pet Behavior**

If, in the opinion of the Executive Director, and after two warnings to the owner, a pet continues to be disruptive, noisy and a nuisance to neighbors the pet shall be removed by any means or procedure referred to in the section of the policy on Pet Removal.

If pet jumps on, growls at, or bites any resident, or guest of a resident the pet will be removed immediately at the discretion of the Executive Director pursuant to any available means or procedure referred to in the section of this policy on Pet Removal.

Dogs may pass through public spaces for the purpose of being walked, going to the veterinarian, going on vacation or going to other homes. They must be leashed at all times. They may not roam at will. Pets are not allowed to defecate or urinate on Housing Authority Property. Owners must comply with the Borough of Hightstown's regulations on pet defecation and all other requirements of the Hightstown Borough Code.

If a dog accidentally defecates on Housing Authority property, the owner is responsible for removing and properly disposing of said waste. If not done, this will be grounds for removal of the pet pursuant to any available means or procedure referred to in the section of this policy on "Pet Removal". If the dog urinates on the grass, scrubs, trees or flowers on Housing Authority grounds, the owner is responsible for any all replacement cost of damage incurred. The pet will be removed after three warnings pursuant to any available means or procedure referred to in the section of this policy on "Pet Removal".

Cats will not be permitted outside their apartments unless they are caged or held by their owner when in transit. They may not roam at will. Cats may pass through public spaces only for the purpose of going to the veterinarian, going on vacation or going to other homes. Cats must use the owner's litter pans and may not use the grounds to defecate or urinate.

## **Care of the Apartment**

Apartments containing pets must be kept clean and free of odors at all times. The Housing Authority strongly recommends declawing of cats, proper veterinarian care and the neutering of all dogs and cats. (See section on "Neutering"). Commercial cat litter (not sand, newspaper or earth) must be used for cats. Pans must be cleaned daily and kept odor free. Litter must be disposed of in doubled and tied plastic bags. Litter must never be flushed down the toilet, sinks or tubs.

## **Absence of Owner**

No pet may be unattended for more than 24 hours. If a pet owner wants to go on vacation or becomes ill, arrangements must be made for the proper care of the pet. If the Executive Director

finds the pet not properly cared for, the pet will be immediately removed to a shelter pursuant to any available means of procedure referred to in the section of this policy on “Pet Removal”. Pet owner must leave with the Executive Director the name and address of a person to contact if the tenant cannot take proper care of their pet.

### **Abuse of Pets**

Tenants are reminded that pets need love proper food, fresh water, professional health care and good grooming. Dogs require walking as needed. If, in the opinion of the Executive Director, a pet is not being properly cared for, the pet will be removed after one warning pursuant to any available means or procedures referred to in the section of this policy on “Pet Removal”.

### **Pet Removal**

A pet may be removed from the premises pursuant to any State or local laws, ordinances or regulations, or pursuant to the Housing Authority grievance hearing procedure. The Housing Authority reserves the right to choose the most expeditious remedy, process or procedure available according to the circumstances or urgency of the case.

In the event that State or local laws, ordinances or regulations differ or conflict with the provisions or requirement of the Housing Authority grievance procedure in any way, the Executive Director may pursue the most expeditious remedy or procedure including any State or local remedy or procedure to the exclusion of the Housing Authority grievance procedure as permitted by law and 24CFR Part 942.

Nothing prohibits the Housing Authority or an appropriate community authority from requiring the removal of any pet from premises, if the pet’s conduct or condition is duly determined to constitute, under the provisions of State or local law, a nuisance or a threat to the health or safety of other occupants of the Housing Authority premises or other persons in the community where the project is located. This includes, but not limited to, situations in which immediate action is needed for removal of any pet from the premises pursuant to State or local laws, ordinances or regulations to preserve the health, safety or welfare of the pet, or the health, safety, welfare, or right to peaceful enjoyment of the premises of any person.

Tenants are advised that pets may, among other things, be seized, impounded and disposed of, for a variety of State and local animal violations including, but not limited to stray pets, pets creating a threat to public health, safety or welfare, injury caused by pets, and cruelty pets.

In cases in which State or local remedies, processes or procedures are not initially utilized for the removal of the pet, any decisions made by judgment of the Executive Director that a pet must be removed from the premises shall be presented in writing to the owner, in which case the owner may request a grievance hearing pursuant to the Housing Authority grievance procedure.

### **Death of a Pet**

The pet owner is responsible for arranging for disposal of any dead pet. The remains of the pet must be removed from the Housing Authority property.

### **Vacating an Apartment**

The pet owner must pay full fees for the professional floor cleaning, deodorizing and/or de-fleaing of an apartment if, in the judgment of the Executive Director, it is necessary before a new tenant can take possession of the apartment and such fees are in excess of the security deposit. The pet owner must take the pet with him/her when vacating and apartment unit.

### **Incorporation into Lease**

This Pet Policy is incorporated by references into the Lease of each Tenant of the Hightstown Housing Authority. The Pet Policy shall be publicly posted in a conspicuous manner in the Housing Authority Office and shall be made available to any tenant.

### **Miscellaneous**

Captions, Captions or paragraph headings contained in this lease are set forth for the convenience of reference only and do not affect the substance of the paragraph so captioned.

### **Counterparts**

The signing of this Pet Policy by the Tenant and the Housing Authority may be executed in several counterparts, each of which shall be considered to be an original.

### **Survival of Portions of the Policy**

If any portion of this Pet Policy is invalid or contrary to law, the rest of the policy shall remain in effect.

### **No Waiver**

The failure of the Housing Authority or the Tenant to exercise any right or remedy as provided herein shall not affect the right to do so at a later date for similar or to other cause.