

PET POLICY

The Housing Authority of the City of Frederick has established this policy with regard to pet ownership by residents of its public housing communities, effective April 1, 2001. Pets are only allowed in full compliance with this policy. Violation of the Housing Authority pet policy will be grounds for termination of lease. Assistance animals that are needed as a reasonable accommodation for persons with disabilities are not considered pets; therefore, they are not subject to this Pet Policy.

I. REGISTRATION AND APPROVAL OF PET

A. All pets must be registered with the Housing Authority of the City of Frederick before being brought to reside in the development. The registration must include:

1. A notarized statement naming the person(s) accepting responsibility for the care of the pet in case of owner's illness, hospitalization, or other emergencies when owner is absent.
2. Proof of current license. Every dog and cat must have a City animal license and a valid rabies tag and must wear a tag bearing the owner's name, address, and telephone number.
3. A certificate signed by a licensed veterinarian or a state or local authority empowered to inoculate animals, stating that the pet has received all inoculations required by applicable state and local law.
4. A color photograph of each pet is required and shall be retained by the Housing Authority. (No smaller than 3x5).
5. Proof of spaying or neutering.

B. Residents shall pay a deposit in advance or on the acceptance of said pet in the amount of \$200.00 for each dog and \$150.00 for each cat. This deposit will be deposited in an escrow account and is refundable if no damage is done as verified by the Housing Authority, after the Resident disposes of the pet or moves.

C. Ownership of pets is subject to the following limitations

1. Limit of one (1) dog or one (1) cat per household.
 - a. Dog not to exceed forty (40) pounds in weight and eighteen (18) inches at shoulder height at full growth. These limitations shall be verified annually or at any time evidence indicates a pet has exceeded these limitations.
 - b. Cats - Domesticated

2. No vicious or intimidating pets will be permitted. Breeds of dogs specifically prohibited under this paragraph are Pit Bulls and Rottweilers.
- D. In order to qualify to obtain a pet under this policy, resident must have a history of responsible tenancy. For this purpose, history of responsible tenancy shall be defined as: good or better ratings on housekeeping inspections in the past year, with no referrals for a housekeeping inspection; no record in past year of disturbances to neighbors, problems with trash removal, or failure to supervise children; and not more than 3 instances of late payment of rent in past year.
- E. The Housing Authority reserves the right to refuse a pet if:
1. The pet is NOT a common household pet.
 2. The keeping of the pet will violate any rule set forth in this policy.
 3. The presence of the pet will constitute a serious threat to another resident of the development.
- F. Additional requirements related to the pet
1. Each dog and cat must be on a leash or in a pet carrier and under full control by their owners anytime they are outside the owner's apartment. Leash must be not longer than four (4) feet. Pets are not allowed on elevators unless no one on the elevator objects to their presence. Non-pet owners shall always have priority use of the elevator. The only exception to this regulation is permitted in the case of dogs which are trained specifically to assist handicapped persons. Such dogs may accompany handicapped pet owners on elevators.
 2. All female dogs and cats shall be spayed and all male dogs and cats neutered. Exceptions may be granted only upon medical certification that permanent harm may result from this procedure.
 3. All family members of the household requesting to obtain a pet must attend a pet ownership class as
 3. All cats must be declawed or have a scratching post.
 4. All fur bearing pets must wear flea collars at all times or provide proof that the pet has had preventive flea treatment on a regular basis as recommended by a veterinarian. This rule must be adhered to for the protection of non-pet residents.

5. Pet owner shall pay a monthly pet fee in the amount of \$10 for a dog and \$5 for a cat. Said pet fees shall be deemed additional rent and collected as such.

II. OBLIGATIONS OF PET OWNER

- A. Every pet must be re-registered annually with the Housing Authority Management Office at the time of the family's reexamination. Registration requires the following:
 1. Proof of current license.
 2. Recent photograph of pet (no smaller than 3" x 5").
 3. Proof of inoculations received in the previous year.
- B. Residents must display a pet sticker, provided by Management, on the entry door of his or her unit, and on the collar of the pet in a readily visible location.
- C. No pets shall be tied up on the outside of the building or left unattended, at any time on Housing Authority property.
- D. No dog houses will be allowed on the premises. Residents shall not alter their unit to create an enclosure for an animal.
- E. At no time will pets be allowed in the lobbies, community rooms, laundry rooms, basements, and day-care centers, except when leaving or entering the building.
- F. Residents are responsible for all damages caused by their pets and by signing this policy accept all liability of the pet. The pet owner is responsible for covering both public liability and bodily injury that may be caused by their pet. Also, any pet-related insect infestation in the pet owner's unit will be the financial responsibility of the pet owner and the Housing Authority reserves the right to exterminate and charge the resident.
- G. Residents are responsible for complying with all local, state and federal laws and regulations governing the possession of their pets.
- H. RESIDENT'S PET SHALL NOT INTERFERE WITH THE AUTHORITY'S RESPONSIBILITIES OR OPERATIONS INCLUDING MAINTENANCE AND EXTERMINATION. Residents accept that if pet becomes vicious to a point which threatens the safety of a Housing Authority employee, it may be sprayed with mace for protection of the employee.

III. CARE AND MAINTENANCE OF PET

- A. Dogs and cats shall not be permitted to excrete anywhere in the building (other

than cats using a litter box in residents apartments). Pet owners shall be responsible for immediately removing feces dropped anywhere in the building or on the grounds.

1. Waste must be placed in a sealed bag, tied securely and deposited in the designated trash receptacle.
 2. Residents owning a cat must provide a litter box for their cat, and it shall be cleaned on a daily basis, disposing of feces in a proper manner.
 3. **AT NO TIME WILL PET WASTE BE PLACED IN TRASH CHUTES OR IN TOILETS.**
- B. Residents shall take adequate precautions to ensure that the pet and its living quarters are at all times maintained in a manner to prevent odors and any other unsanitary conditions in the owner's unit and surrounding areas.
- C. If pets are left unattended and are creating a nuisance or appear to be uncared for or otherwise unhealthy the Housing Authority may enter to remove the pet and transfer it to the proper Authorities subject to the provisions of Chapter 3 of THE CODE of the City of Frederick, Maryland (1966 Edition as it has been amended and revised). The Housing Authority accepts no responsibilities for pets so removed.
- D. No pet shall be allowed to become a nuisance or create any unreasonable disturbance. Examples of nuisance behavior for the purposes of this paragraph include, but shall not be limited to:
1. Personal injury or property damage caused by the pet.
 2. Pets who make noise continuously and/or incessantly for a period of 10 minutes or intermittently for 2 hour or more to the disturbance of any person at any time of day or night.
 3. Pets outside the unit who are not under the complete control of a responsible human companion, and on a hand-held leash or in a pet carrier.
 4. Animals who relieve themselves on walls or floors of common areas.
 5. Animals who exhibit aggressive or vicious behavior.
 6. Pets who are conspicuously unclean or parasite-infested.
- E. If pet poses a nuisance as stated above, which is deemed to interferes with the peaceful enjoyment of the premises by other residents, owner will remove the pet

from the premises if Management so requests within ten (10) days.

IV. HEALTH THREATS AND EMERGENCY SITUATIONS

A. Health threats to other residents

1. The Housing Authority will not permit the presence of a common household pet to constitute a serious threat to the health of a resident or any member of his or her family. A pet will be deemed to constitute a serious threat to the health of an individual only if the individual (or his/her parent or guardian) has filed with the Housing Authority a certificate signed by a licensed physician indicating that exposure to the pet will cause an allergic reaction that will constitute such a threat to the individual. The certificate must describe the type of exposure (such as direct contact or presence in the same room, elevator or common area), duration of exposure, the types or groups of animals (such as long-haired, fur-bearing animals) or any other information relevant to ascertaining the nature and extent of the circumstances that will cause such a reaction.
2. The Housing Authority will take reasonable measures to ensure that the presence of a pet does not constitute such a threat. These measures may include designating buildings, floors of buildings, or sections of buildings as no-pet areas and may include steps such as requiring residents to move to suitable alternative dwelling units within the development restricting the presence of the pet or types of pets in hallways, elevators and common areas.

B. Emergencies

1. If a pet becomes vicious, displays symptoms of severe illness or demonstrates other behavior that constitutes an immediate threat to health or safety of the residents as a whole, the Housing Authority may request the pet owner to immediately remove the pet from the housing development. If the pet owner refuses to remove the pet or if the Housing Authority is unable to contact the pet owner, the Housing Authority may contact the appropriate State or local authority to have the pet immediately removed from the development.
2. If the health or safety of a 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, the Housing Authority may contact the responsible party listed in the pet registration. If attempt has been made to contact the responsible party, but the party is either unwilling or unable to care for the pet, the Housing Authority may contact the appropriate State or local authority authorized to remove a pet under these circumstances.

V. OTHER RESTRICTIONS

- A. Pets other than those permitted in accordance with this pet policy and the lease shall not be permitted anywhere on the property. No guest will be allowed to bring pets on the premises. Residents will not be allowed to pet-sit or house a pet without fully complying with this policy.
- B. Residents shall not feed any stray animals. The feeding or keeping of stray or un-registered animals shall constitute having a pet without permission of the Housing Authority.
- C. Residents may have one (1) aquarium of fish or one (1) cage containing no more than two (2) birds by simply registering same with the Housing Authority office.

Management Representative

Tenant

Tenant

EXAMPLE ONLY

HOUSING AUTHORITY OF THE CITY OF FREDERICK APPLICATION FOR PET OWNERSHIP

The Housing Authority of the City of Frederick has established a Pet Policy with regard to pet ownership by residents of its public housing communities, effective April 1, 2001. Pets are only allowed in full compliance with this policy. Violation of the Housing Authority pet policy will be grounds for termination of lease.

Name: _____

Address: _____

Type of pet ownership requested: _____

All pets must be registered with the Housing Authority of the City of Frederick before being brought to reside in the development. The registration must include the following:

1. A notarized statement naming the person(s) accepting responsibility for the care of the pet in case of owner's illness, hospitalization, or other emergencies when owner is absent.

NAME: _____ PHONE NUMBER: _____

ADDRESS: _____

NOTARIZED STATEMENT RECEIVED: _____

2. Proof of current license. Every dog and cat must have a City animal license and a valid rabies tag and must wear a tag bearing the owner's name, address, and telephone number.

PROOF OF LICENSE: _____

RABIES TAG: _____

OWNER TAG: _____

3. A certificate signed by a licensed veterinarian or a state or local authority empowered to inoculate animals, stating that the pet has received all inoculations required by applicable state and local law.

SIGNED CERTIFICATE RECEIVED: _____

4. A color photograph (no smaller than 3 X 5) is required.

PHOTOGRAPH OF PET RECEIVED: _____

5. PROOF OF SPAYING OR NEUTERING: _____

5. PET DEPOSIT PAID: _____

(Dog: \$200.00/Cat:\$150.00)

~~Residents Signature~~

~~Date~~

~~Housing Authority Representative~~

~~Date Application Approved~~