

Pet Policy

Adopted: October 24, 2013
Reference: Resolution No. FFY00-41
Updated Resolution FFY14-05



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JOHNSON CITY HOUSING AUTHORITY

PET POLICY

I. PURPOSE

This Pet Policy has been adopted to provide reasonable rules governing the keeping of common household pets by residents of the Authority's owned and managed dwelling accommodations. These rules were adopted to further the contractual interest of the Authority in its continued interest to provide a decent, safe, and sanitary living environment for existing and prospective residents and in protecting and preserving the physical and financial interest in the Authority's facilities.

II. GOVERNING LAW

Section 526 Quality Housing Work Responsibility Act, Section 31 United States Housing Act of 1937 as amended, City of Johnson City Ordinance #3425-Animal Control Ordinance. Pet Ownership in Public Housing (24CFR Part 960 et seq.)

III. APPLICABILITY

In accordance with applicable state, local, and federal regulations, this policy shall be applicable to all residents and prospective residents of the Johnson City Housing Authority's dwelling units.

This Pet Policy is incorporated by reference into the resident lease and violation of the rules may be grounds for removal of the pet or termination of the pet owner's tenancy (or both). See Lease and Grievance Procedure.

Residents are permitted to own and keep common household pets in their dwelling units only in accordance with the Pet Policy and Pet Rules. All residents are strictly prohibited from keeping common household pets that are not housed within the resident's unit.

IV. PET SIZE AND PET TYPE

A companion animal will be defined as a common household pet such as a dog, cat, bird, gerbil, hamster or fish. Pets, other than cats and dogs, shall have suitable housing, e.g. cages or aquariums. There will be no more than one cat or dog or caged mammal per apartment. Under no circumstances will there be more than one pet per apartment allowed. A maximum of two birds may be permitted and in the case of fish, no more than one aquarium with a 20 gallon capacity shall be allowed. The mature size of a dog is limited to a weight not to exceed 20 pounds (except for a registered service animal). Animals that are exotic, wild, unusual, or different from normal household pets, such as chickens, turkeys, ducks, geese, or similar animals or fowl either domesticated or non-domesticated are prohibited. Raccoons, lizards, rabbits, hedgehogs, snakes, potbelly pigs, ferrets, or any other warm blooded or cold-

blooded animal which can normally be found in the wild state and which may pose a nuisance or danger to other residents and/or employees are prohibited. Any animal or animals that attacks, bites, injures or poses a threat to a person or other animals without adequate provocation; or which, because of temperament, conditioning or training, has a known propensity to attack, bite or injure people or other animals are prohibited. *Pit bulls and rottweilers* are not permitted at any time as pets.

V. RESIDENTS' FINANCIAL OBLIGATION

- A. A non-refundable fee of \$50.00 will be required at the time of registration.
- B. Owners of pets will be charged a \$25.00 maintenance charge for each occasion that the maintenance staff needs to clean up after the pet. If the cost for cleaning up or damage repair exceeds \$25.00, the tenant will be charged the actual cost.
- C. Owners of pets are responsible for all physical damages and/or personal injuries attributed to the pet.
- F. Birds, fish and small caged mammals are exempt from the pet deposit and non-refundable fee.

VI. PET RULES-GENERAL

- A. No pets may be brought on the premises before it is registered with the Johnson City Housing Authority.
- B. To register a cat or dog, the pet owner must provide:
 - 1. A certificate signed by a licensed veterinarian or state or local authority stating that the pet has received all inoculations required by applicable state and local law. All cats and dogs over the age of six months must be neutered or spayed and tenant must provide such evidence to the Housing Authority.
 - 2. Proof that the animal is properly licensed and registered in accordance with the City of Johnson City requirements. The ANIMAL REGISTRATION CERTIFICATE, Appendix 1 and 2 must be filled out per City of Johnson City Animal Control Ordinance. See example B. Pet owner is responsible for compliance with City of Johnson City Animal Control Ordinance, currently in effect or as may be amended from time to time.
 - 3. Information sufficient to identify the pet.
 - 4. Name, address, and phone number of one or more responsible parties who will care for the pet if the pet owner dies, is incapacitated, or is otherwise unable to care for the pet.

5. Pet Information Sheet must be filled out. See Exhibit A
 6. Pet Information Sheet must be updated annually at the annual re-certification.
- C. Pets not owned by a resident may be permitted on the premises, however, the animal must be on a leash if brought outside of the apartment and the animal is confined to the resident's unit only. Further, the head of household is responsible for any damage to the personal property or Housing Authority property by the visitor's animal. *There is a (5) day limit per visit.* Visitor must register with Housing Authority before letting animal stay in unit.
 - D. Dogs must always be secured by a leash at any time they are brought outside of the unit on development property.
 - E. Pets must always be accompanied by and under the control of a responsible individual.
 - F. Pets are not allowed to remain stationary in any common area, such as a building entrance, lobbies, hallways, community room, laundry room, etc., which may be used for ingress and egress purposes.
 - G. No outdoor cages, runs, shelter, or the like, may be constructed.
 - H. The pet owner is responsible for cleaning up after the pet inside the apartment and anywhere on development property. Litter boxes must be emptied at least twice weekly. All wastes must be bagged and disposed of properly in the appropriate trash receptacles. Toilets are not designed to handle pet litter. Under no circumstances should any pet debris be deposited in a toilet as blockages will occur. Tenants will be responsible for the cost of repairs or replacements of any damaged toilets or pipes.

In the event that the owner of a pet is hospitalized or institutionalized, he/she must have made prior arrangements for the temporary placement and care of the pet. If no prior arrangement has been made and the pet is left unattended for a period exceeding 48 hours, the Humane Society or other appropriate agency will be contacted to remove the pet.

- I. Pets will not be allowed to disturb the health, safety, rights, comfort or quiet enjoyment of other residents. A pet will not create a nuisance to neighbors with excessive barking, whining, chirping, odor or other unruly behavior.
- J. Pets shall not interfere with the delivery of maintenance or management or social services provided by the Housing Authority.
- K. Pets disturbing the peace and tranquility of neighbors through noise, smell, animal excrement, or other nuisance, which is substantiated, must be removed from premises. Resident will receive one (1) warning letter to correct the situation.

Upon a second notice of a written legitimate complaint, the resident shall be advised that a further notice shall be cause for termination of the Lease. In the case of a serous problem, e.g. a vicious dog, this procedure may shortened in the interest of public safety.

- L. The pet owner will be responsible for proper care—good nutrition, grooming, exercise, flea control, routine veterinary care and yearly inoculations.
- M. The pet owner will be responsible for the cost of exterminating his/her apartment to supplement regular Housing Authority maintenance pest control, if said service is deemed necessary by the Housing Authority. *Cost will be assessed at \$25 per treatment.*
- N. Residents will not encourage stray animals to congregate or inhabit on or in the Authority Building or grounds, including, but not limited to, feeding stray cats, dogs, or wild animals. Any animal shall be deemed to be harbored if it is fed or sheltered for three (3) consecutive days or more. Said animals will be removed from the Authority’s premises by appropriated animal protection agencies and the cost could be charged to the tenant violating this rule.
- O. The resident is responsible for keeping management informed of any change of information.

VII. INCORPORATION IN LEASES

This Pet Policy shall be incorporated by attachment to and by reference in all leases between tenants and the Johnson City Housing Authority and all Public Housing Dwelling Leases between tenants and Authority whether or not so specifically provided in such leases.

Resident

Date

EXAMPLE B

APPENDIX 1

ANIMAL REGISTRATION CERTIFICATE
(Top to be Completed By A Veterinarian)

CERTIFICATE NO. _____

TAG NO. _____

This is to certify that _____
(Owner Name)

(Phone)

(Address)

has this date shown evidence of the vaccination and proof of animal being altered on the following described animal.

This license expires on _____, _____.

DESCRIPTION OF ANIMAL:

Name _____
Color _____
Dog _____
Cat _____
Breed _____
Male _____
Female _____
#Altered _____
Unaltered _____

NOT VALID UNLESS SIGNED BY A
LICENSED VETERINARIAN.

DATE OF ISSUANCE: _____

BY _____
Veterinarian Representative

**THE CERTIFICATION BELOW IN AN EXAMPLE (Center will have original)
APPENDIX 2**

ANIMAL REGISTRATIN CERTIFICATE
CITY OF JOHNSON CITY, TENNESSEE
423-926-8769
CERTIFICATE TAG NO. _____

This is to certify that _____
(Owner Name)

(Phone)

(Address)

Has this date shown evidence of the rabies vaccination of the following described animal.

DESCRIPTION OF ANIMAL:

Name _____
Breed _____
Color _____

NOT VALID UNLESS SIGNED BY AN ANIMAL CONTROL
CENTER REPRESENTATIVE.
Date of Issuance: _____

By _____
Center Representative

- Cat Male
- Dog Female

This license expires on _____, _____.

PET RIDER

This pet rider to the lease between _____, who resides at _____, and Johnson City Housing Authority, 901 Pardee Street, is made a part of the lease entered between parties on _____.

It is agreed that a pet deposit of \$ _____ and a non-refundable \$ _____ is being collected as in accordance to the Pet Policy.

The pet deposit will be refunded at the time the resident vacates or no longer has ownership of the pet, provided that no damage has been done to the property. Sums necessary to repair such damage will be deducted from the deposit.

1. The resident has read, agreed to, and signed the attached Pet Policy.
2. The resident will keep his/her pet in a responsible manner and provide proper care for it as stated in the Pet Policy.
3. In accordance with the Pet Policy, the resident will provide the name, address, and telephone number, in the space provided below, of two pet caretakers who by signing this form will assume responsibility for the pet should the resident become unable to care for the pet, including medical expenses.

Residents Initials _____

PET CARETAKER # 1

NAME: _____

ADDRESS: _____

TELEPHONE _____

SIGNATURE: _____

PET CARETAKER # 2

NAME: _____

ADDRESS: _____

TELEPHONE _____

SIGNATURE: _____

- 4. If resident is unable to provide the name of a pet caretaker he/she will provide details of other arrangements which have been made for the proper care of the pet.
- 5. The pet owner agrees to abide by each rule enumerated in the Pet Policy as outlined, attached hereto, and incorporated by reference.
- 6. Non-compliance shall be sufficient cause for termination of the resident's lease to which this rider is attached.
- 7. It is the pet owners responsibility to keep information updated.

Resident

HA Representative

Date

Date

Residents Initials _____