

**CLINTON COUNTY HOUSING AUTHORITY
POLICIES**

PET POLICY

The Clinton County Housing Authority (CCHA) shall permit a Tenant to maintain a Pet in the Dwelling Unit in accordance with the following rules and regulations:

- I. Definition of Pet:** A Pet is defined as a domesticated small animal and is limited to dogs, cats, birds and fish. All reptiles and rodents are specifically excluded from the definition. No dangerous or intimidating Pets are permitted.
- II. Pet Permit:** Tenants must execute a Pet Permit **PRIOR** to bringing a Pet to the Dwelling Unit. Pet Permits must be renewed annually. A Pet Permit will be issued only after all conditions of the Pet Policy have been met.
- III. Conditions of Issuance of Pet Permit:**
- (a) Only one of the following Pets is permitted per Dwelling Unit:
 - 1. One Dog
 - 2. One Cat
 - 3. Two Birds (or less) sharing one cage
 - 4. One 20-gallon (or less) aquarium containing fish
 - (b) Dogs must be a domesticated, short-hair breed, not exceeding twenty-five (25) pounds at full growth. Cats may not exceed fifteen (15) pounds at full growth. Pets that grow to more than the allowable weight must be removed from the Dwelling Unit.
 - (c) For dogs or cats only; tenant provide an acceptable certification from a veterinarian that the Pet is in good health and has been properly inoculated. This information must be updated annually in order to retain a Pet Permit. In the event that a Pet is believed to be ill or improperly cared for, CCHA reserves the right to require the Tenant, at their expense, to take the Pet to the veterinarian for an examination.
 - (d) For dogs or cats only; animal must be spayed or neutered **PRIOR** to entering in the Dwelling Unit. Evidence of such procedure must be provided to CCHA. Cats must be de-clawed (front minimum) prior to entering the Dwelling Unit.
 - (e) For dogs or cats only; CCHA requires Tenant to maintain Renter's Insurance. Tenant shall pay a Pet Insurance Fee to reimburse CCHA for the cost of this insurance.
 - (f) Tenant shall be liable for CCHA property damage caused by Pet. This applies to, but is not limited to: floors, doors, walls, blinds, windows, screens, fixtures, appliances, and all other parts of the Dwelling Unit, including landscaping and other improvements. If any such items cannot be satisfactorily cleaned or repaired, Tenant must pay for complete replacement. Tenant must sign a statement that they assume all personal financial responsibility for damage to any personal or CCHA property caused by Pet and assume personal responsibility for personal injury to any party caused by Pet.
 - (g) Tenant shall pay a Pet Fee for any type of Pet Permit for the purpose of offsetting additional maintenance and service costs. The Pet Fee shall be due and payable with the Rent.
 - (h) Tenant shall pay a Pet Insurance Fee for either a dog or a cat Pet Permit for the purpose of reimbursing insurance costs. The Pet Insurance Fee shall be due and payable with the Rent.

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- (i) Tenant shall pay a refundable Pet Security Deposit for either a dog or cat Pet Permit. The Pet Security Deposit must be paid in full before issuance of a Pet Permit. Upon termination of the Pet Permit, CCHA will deduct the cost of repairs for damage caused by the Pet, all unpaid costs for Pet insurance, and any other past due balance owed by the Tenant from the Pet Security Deposit before issuing a refund to the Tenant.
- (j) Tenant must wait six (6) months before a new Pet Permit will be issued.
- (k) A maximum of three (3) Pet Permits may be issued during tenancy.
- (l) Tenant is responsible for complying with all local, state, and federal laws and regulations governing possession of a Pet. The State of Pennsylvania requires a dog over the age of three (3) months to be licensed.
- (m) Tenant shall not alter their Dwelling Unit or Development to create an enclosure for a Pet.
- (n) Tenant must complete a Pet Emergency Care Plan in the event the Tenant is unable to care for Pet in an emergency. The Pet Emergency Care Plan will empower CCHA to transfer the Pet to specified adult who is not a CCHA tenant. If there is no individual able to take care of the Pet, CCHA reserves the right to turn the Pet over to the S.P.C.A. All charges incurred are the responsibility of the Tenant.

IV. Pet Management Plan:

- (a) Dogs and cats shall remain inside a Dwelling Unit unless they are on a leash and under the control of a responsible adult. Pets are not allowed to be tied, chained or housed outside.
- (b) Birds must be confined to a cage at all times.
- (c) Pets shall never be left unattended in any common area inside or outside the building.
- (d) Pets will not be permitted in common areas of the buildings at any time, except on the designated route for ingress and egress to the Dwelling Unit.
- (e) Pets must be kept on a leash and under Tenant's supervision when outside the apartment. CCHA will have the right to pickup an unleashed or unsupervised Pet and deliver it to the S.P.C.A.
- (f) Tenant acknowledges responsibility for the cleanliness of Pet and agrees to the following:
 - 1. Daily removal of all Pet waste from the Dwelling Unit.
 - 2. Cats must use a litter box kept within the Dwelling Unit. Waste must be placed in a plastic bag, tightly secured and deposited in an approved trash receptacle.
 - 3. Dogs must use designated Pet Relief Area or the area immediately surrounding their Dwelling Unit. Tenants must immediately cleanup Pet feces. Waste must be placed in a plastic bag, tightly secured and deposited in an approved trash receptacle.
 - 4. Tenant may not store Pet waste inside the Dwelling Unit or flush Pet waste or litter down the toilet, sinks, or bathtub.
 - 5. Tenant must clean up Pet residue; i.e., odor, hair, seeds, feathers, water daily. Dwelling Unit must be kept clean and free of odors at all times.
 - 6. Cost of extermination of fleas, ticks, mites and other Pet related infestations will be the responsibility of the Tenant. Extermination service will be arranged by CCHA to ensure timely and thorough rendering of service.
 - 7. Bird cages and aquariums must be cleaned regularly.
- (g) Tenant shall not permit their Pet to cause any disturbance that would interfere with the peaceful enjoyment of the premises by other tenants. This includes disturbances such as loud barking, howling, biting, scratching, chirping, etc...
- (h) No visiting Pets of any kind are permitted on any CCHA property.

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- V. Standards of Care:** The Tenant is responsible to:
- (a) Provide adequate care, nutrition, exercise and medical care for their Pet. Pets that appear to be purposely mistreated will be reported to the appropriate authorities.
 - (b) Ensure that the Pet does not disturb the peace and quiet of the neighborhood.
 - (c) Ensure that the neighborhood environment is not adversely affected by odor, damage or destruction caused by the Pet.
 - (d) Keep the Pet under control at all times so that the Pet does not jump up on other tenants, guests in the building, or CCHA staff.
 - (e) Contain dogs and cats in a secure indoor pen when no one is home.
 - (f) Make arrangements for the care of the Pet during any period of absence of more than six (6) hours. No Pet shall be left unattended overnight for any reason.
 - (g) Exercise common sense and common courtesy with respect to other tenants who may have sensitivities, allergies to, be easily frightened by, or dislike Pets.
- VI. Inspection of Apartment:** Tenant agrees, as a condition of acceptance of the Pet Permit, that Tenant's apartment will be available for inspection of compliance of Pet Policy at any time during working hours upon thirty (30) minutes verbal notice.
- VII. Damages:** Damages caused by Pet as determined by inspection shall be repaired by CCHA at full repair or replacement cost at the time damage is discovered. Tenant will be billed for full repair cost at time of repair. All unpaid costs for damage will be deducted from the Pet Security Deposit upon termination of the Pet Permit.
- VIII. Pet Insurance Requirement and Authorization:** A Tenant with either a dog or a cat Pet Permit must maintain \$100,000.00 liability insurance coverage to protect both the Tenant and CCHA in the event of a liability claim being filed as a result of some action of the Pet. Tenant authorizes CCHA to obtain a Renter's Insurance Policy in the Tenant's name. The cost for this insurance shall be advanced annually by CCHA. Tenant shall reimburse CCHA for the cost of the insurance by paying a monthly Pet Insurance Fee. All unreimbursed costs will be deducted from the Pet Security Deposit upon termination of the Pet Permit.
- IX. Death of Pet:** Upon the death of a Pet, the Tenant shall be responsible for burial or disposal of the Pet off CCHA property. Tenant must notify CCHA within ten (10) days of the death of a Pet.
- X. Pet Policy Violation Procedure:** Tenant shall comply with the following Pet Policy Violation Procedure:
- (a) If CCHA determines that the Tenant has violated the Pet Policy, CCHA shall serve a notice to the Tenant to remove the Pet. The notice will be in writing and will:
 - 1. State that the Pet Permit is terminated; and,
 - 2. State that the Tenant must remove the Pet within two (2) days of the effective date of the notice; and,
 - 3. State that failure to remove the Pet shall result in initiation of procedures to evict the Tenant.
 - (b) Pet Policy Violation Procedure Exception: The Pet Policy Violation Procedure shall not apply in cases where the Pet presents an immediate threat to the health or safety of others, or when the Pet is being treated in an inhumane manner. In such cases, Tenant agrees that CCHA shall have the right to immediately remove the Pet and deliver it to the S.P.C.A.

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- XI. Assistance Animal Exclusion:** CCHA shall not enforce any part of the Pet Policy that would restrict the special rights granted to individuals with certified assistance animals and nothing in the Pet Policy or Pet Permit shall limit or impairs the rights of those individuals to keep a Pet in a CCHA Dwelling Unit according to 24 CFR 968. The Tenant must provide to CCHA evidence that the Pet is a certified assistance animal.
- XII. Changes and Additions:** CCHA shall have the right to make reasonable changes and additions to the Pet Policy and Pet Permit. All changes and additions will be posted and specifically distributed to all Tenants with valid Pet Permits.
- XIII. Enforceability:** The Pet Policy and Pet Permit are hereby part of the Public Housing Lease Agreement and subject to the enforceability and remedies afforded by that agreement.