

## **RESOLUTION No. 16-001**

### **WESTBROOKS TOWERS AFFORDABLE HOUSING CORP.**

#### **Pet Ownership Rules & Regulations**

**These rules and regulations are part of your lease agreement:**

#### **DEFINITION**

For the purpose of these pet rules, “pet” is defined as domesticated small animals traditionally kept in the home for pleasure rather than for utility or commercial purposes. Pet is understood to be limited to four legged, warm blooded animals (such as dogs and cats), birds (specifically canaries, parakeets and finches), rodents, and fish. Any documented assistance animals that are used by a resident are not considered pets for the purpose of this definition and policy.

#### **PET RESTRICTIONS**

There shall be no more than one (1) cat or dog per apartment unit and no more than two (2) pets per apartment unit. No limit is placed on the number of fish; however, only one (1) fish tank (no larger than 20 gallons) is permitted. Guests are not permitted to bring any type of pet onto the premises except documented assistance animals.

#### **LOCATION OF PETS IN THE BUILDING**

Except in connection with ingress and egress to and from a pet owner’s apartment, pets shall not be brought into public lobbies, elevators, or other public gathering spaces. When pets are moved through the building, they must be carried from the resident’s apartment to the nearest outside exit via stairwells or elevators, avoiding all public areas as much as possible. Pets shall be on a leash outside the building and shall not be left unattended at any time. Pets other than fish may not be left unattended in a dwelling unit for more than ten (10) hours at any one time.

#### **SIZES**

Pets shall weigh no more than 20 pounds at time of maturity and stand no more than 18 inches at the shoulder. Pets which are not full-grown when admitted to the Facility shall be understood to mature at the height and weight not to exceed those height and weight restrictions. American Kennel Club’s standards shall determine the height and weight after maturity of dogs. A non-documented pet will be assumed to mature to that size which as been determined by a veterinarian, evidenced by a letter from a veterinarian to the landlord or it’s Agent (“Landlord”).

#### **LICENSURE AND TAGS**

Every pet must wear all animal licenses and inoculation tags (if the pet is of a type which is required to be inoculated and/or licensed under applicable state and local laws), and a tag bearing the owner’s name, address, and phone number. All licenses and tags must be current.

#### **REGISTRATION**

Prior to admission to the property, every pet must be registered with the Property Manager and thereafter annually on the anniversary date of admission. Registration of pets requires proof of current licensure, including up-to-date proof of inoculations. Such tests, vaccines or shots shall be maintained on an annual basis, unless otherwise specified by a veterinarian. A verification letter that a cat or dog has been spayed or neutered or declawed (as discussed below) is required prior to admission. Evidence of a flea control program for fur bearing pets and verification of an alternate caretaker is also required as discussed below.

Prior to the admittance of a pet into the facility, residents will be required to complete a Pet Ownership Application Form.

### **REJECTION OF ADMISSION OF PETS**

Prior to admission of a pet to the premises, Landlord will complete the determination form. This form will be used to determine whether the pet should be admitted to the premises. The landlord can refuse to register a pet if:

1. The pet is not a common household pet; or
2. Keeping the pet will violate any applicable pet rule; or
3. The pet owner fails or refuses to provide complete pet registration information or to annually update the information; or
4. Landlord reasonably determines, based on pet owner's habits and practices that the pet owner will be unable to keep the pet in compliance with the pet rules and other lease obligations (in this regard, the pet's temperament may be considered as a factor in determining the pet owner's ability to comply with pet rules and other lease obligations).

In the event that the Landlord rejects admission of a pet he shall serve written notice on the pet owner stating the basis for the rejection. Such notice shall be given in accordance with subparagraph (i) or (ii) of the Service of Notice Provisions of these rules.

### **ALTERING/DECLAWING**

All cats should be declawed prior to occupancy. Female dogs and cats over 6 months must be spayed, and males over 8 months must be neutered, unless a letter is received from a licensed veterinarian giving medical reason why such action is detrimental to the pet's health. Proof of spay/neutering and/or declawing must be provided in the form of a statement/bill from a veterinarian or staff of Animal Control.

### **LIABILITY**

Residents owning pets shall be liable for the entire amount of all damages to the property caused by their pet.

Renter's Insurance to include damage caused by pets is recommended and may be obtained through most insurance agents and companies.

## **PET DEPOSIT**

Each dog and cat owner must provide a pet security deposit in the amount of \$300.00 in addition to the standard rental security deposit. This deposit shall be maintained in a separate account as provided for by state law and HUD regulations for the maintenance of security deposit. The amount of the pet deposit is established to reflect potential costs of fumigation, emergency boarding, and replacing carpeting and other furnishings as a result of pet odors, stains, and damage. Upon termination of residence by the pet owner, or removal of any pet from the owner's apartment, all or part of the pet deposit will be refunded, dependent upon needed repairs and maintenance.

The pet deposit shall be paid as follows: \$100 at the time the pet is registered at the property and \$50 per month on the first day of each month thereafter until the pet deposit is paid in full. If pet owner fails to pay any installment of the deposit when due, then the Landlord may, after notice to tenant as provided herein, require pet owner to remove the pet from the property. If pet owner fails to remove the pet after such notice, the Landlord may terminate pet owner's lease as provided in such lease.

## **SANITATION**

Dogs and cats are required to be "housebroken". Cats must be litter box trained and dogs must be able to exercise outside the building. Cat litter boxes must be cleaned at least twice a week. Management may designate a space or spaces to be used exclusively for the purpose of exercising pets. Pet owners shall be responsible for the immediate clean up of feces after the exercise of their pet. Residents must bag and securely tie feces and other waste (indoors and outdoors) and deposit it in designated trash receptacles. The pet owner will be charged a fee of \$5 for each failure to clean up and/or deposit waste in designated receptacles. The right to charge this fee is in addition to and not in lieu of any other rights and remedies granted to Property Owner under these rules, Pet Owner's lease, or at law or equity.

## **FLEA CONTROL**

Upon admission of a dog or cat, the pet owner shall file with management proof that a flea control program acceptable to management will be maintained for the pet and pet owner's premises. Pet owner shall file at intervals determined by management proof that the pet owner is complying with the flea control program.

## **NOISE**

Pets shall not disturb, interfere or diminish the peaceful enjoyment of other residents. The terms "disturb, interfere or diminish" shall include, but not be limited to, barking, howling, chirping, biting, scratching, causing offensive odors, and other like activities. This includes any pets who make noise continuously and/or incessantly for a period of 10 minutes or intermittently for one-half hour or more and, therefore, disturbs any person at any time of the day or night. The Property Manager will terminate this authorization if a pet disturbs other residents under this section of the lease addendum. The resident will be given one week to make other arrangements for the care of the pet or the dwelling lease will be terminated.

## **ALTERNATE CARETAKER**

The pet owner must supply Landlord with the names of at least two (2) persons who will be willing to assume immediate responsibility for the pet in case of an emergency (i.e., when the pet owner is absent or unable to adequately maintain the pet). Written verification of the willingness of these persons to assume alternate caretaker responsibility is required. It is the responsibility of the pet owner to inform the management of any change in the names, addresses or telephone numbers of persons designated as alternate caretakers. Any expenses relating to alternate caretakers are the responsibility of the pet owner.

In cases deemed by Landlord to be an emergency, when Landlord is unable to reach the alternate caretaker(s) or an applicable state or local animal control officer, the pet owner agrees that management may enter the pet owner's apartment to remove the pet and place it in an appropriate boarding facility with all fees and costs borne by the pet owner. Within five (5) days of such an emergency, the resident, his agent, family or estate must make arrangements with the holder of said pet as to its disposition and shall be responsible for all obligations, financial and otherwise, in such disposition.

## **SICK OR INJURED ANIMALS**

No sick or injured pet will be accepted for occupancy without consultation and written acknowledgment of a veterinarian as to the condition of the pet's ability to live in an apartment situation. Acceptance regardless of documentation and consultation is the prerogative of the Landlord, subject to the notice provisions contained in these rules. Admitted pets which suffer illnesses or injury must be immediately taken for veterinary care at the resident pet owner's expense.

## **RULE ENFORCEMENT/PET RULE PROCEDURE**

A. If the Landlord determines on the basis of objective facts, supported by written statements, that a pet owner has violated a rule governing the owning or keeping of pets, Landlord may serve a written notice of pet rule violation on the pet owner in accordance with the notice provision of these rules. The notice of pet rule violation shall: (i) contain a brief statement of the factual basis for the determination and the pet rule or rules alleged to be violated; (ii) state that the pet owner has ten (10) days from the effective date of service of the notice to correct the violation (including, in appropriate circumstances, removal of the pet) or to make a written request for a meeting to discuss the violation; (iii) state that the pet owner is entitled to be accompanied by another person of his or her choice at the meeting; and (iv) state that the pet owner's failure to correct the violation, to request a meeting, or to appear at a requested meeting may result in initiation of procedures to terminate the pet owner's tenancy.

B. If the pet owner makes a timely request for a meeting to discuss an alleged pet rule violation, the Landlord shall establish a mutually agreeable time and place for the meeting, but no later than fifteen (15) days from the effective date of the service of the notice of pet rule violation (unless the Landlord agrees to a later date). At the pet rule violation meeting, the pet owner and Landlord shall discuss any alleged pet rule violation and attempt to correct it. The Landlord may, as a result of the meeting, give the pet owner additional time to correct the violation.

If the pet owner and Landlord are unable to resolve the pet rule violation at the pet rule violation meeting, or if the Landlord determines that the pet owner has failed to correct the pet rule violation within any additional time provided for this purpose under this paragraph B, the Landlord may serve a written notice on the pet owner in accordance with the notice provisions of these rules (or at the meeting, if appropriate) requiring the pet owner to remove the pet. This notice shall: (i) contain a brief statement of the factual basis for the determination and the pet rule or rules that have been violated; (ii) state that the pet owner must remove the pet within ten (10) days of the effective date of service of the notice of pet removal (or the meeting) if notice is served at the meeting; and (iii) state that failure to remove the pet may result in initiation of procedures to terminate the pet owner's tenancy.

Any tenant who receives three (3) letters of violation of these pet rules within any consecutive twelve (12) month period may be required to remove the pet from the Property, and provide Landlord with a signed affidavit stating that the pet is no longer on the premises and will not return in the future. Misrepresentation of this affidavit will be grounds for eviction of the resident. If Tenant fails to remove the pet within five (5) days of the date of notice from Landlord directing removal of the pet under this Section, Tenant's lease may be terminated.

Anything contained in these rules to the contrary, notwithstanding, Landlord reserves the right to act immediately in insisting an offending pet be removed immediately in situations deemed to be of an emergency nature. In such instances if pet owner cannot be contacted or fails or refuses to comply with the immediate removal of a pet, Landlord will act as specified in the section on "Alternate Caretaker" in removing a sick, diseased, injured and/or aggressive animal.

### **SERVICE OF NOTICE**

Any notices required to be given under these rules shall be deemed effective if: (i) mailed by first class mail, postage prepaid addressed to the pet owner at his address in the Property, with a proper return address indicated thereon; or (ii) by serving a copy of the notice of any adult answering the door at the pet owner's apartment, or if no adult responds, by placing the notice under or through the door, if possible, or else by attaching the notice to the door; or (iii) for service of notice to Tenant's of a high-rise building (that is, a building with an elevator and a common lobby) by posting the notice in at least three (3) conspicuous places within the building and maintaining the posted notices intact and in legible form for thirty (30) days.

For the purposes of computing time periods following service of notice, service shall be deemed effective on the day that all notices are delivered or mailed or in the case of service by posting, on the day that all notices are initially posted.

### **COURTESY**

Landlord recognizes that pets can be therapeutic for those who enjoy, own and care for them. However, pets can be threatening to others who, for whatever reason, are fearful of or allergic to animals. Please exercise common courtesy to residents and staff in dealing with your pet.

### **NO VISITING ANIMALS ALLOWED**

These rules pertain only to residents and resident pet owners. No visiting animals or other pets are allowed except those which are documented assistance animals.

I HAVE READ AND UNDERSTAND THE ABOVE RULES AND AGREE TO ABIDE BY EACH AND EVERY ONE OF THEM AND ANY SUBSEQUENT AMENDMENTS OR ADDITIONS WHICH MAY BE ENACTED AFTER THE DATE HEREOF.

\_\_\_\_\_  
Tenant Date

This is to certify that I authorize Westbrooks Towers to remove the pet(s) should I become ill, incapacitated or hospitalized. The name and address of two separate responsible parties to care of the pet(s) in emergency situations are:

1. Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Phone: \_\_\_\_\_

2. Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Phone: \_\_\_\_\_

I, hereby, confirm in a written and signed statement that I will be responsible in case of emergencies for pet(s) belonging to \_\_\_\_\_.

1. \_\_\_\_\_  
Signature Date

2. \_\_\_\_\_  
Signature Date

Note: In case the emergency contact persons cannot be contacted, I give Westbrooks Towers permission to board the animal(s) for a period not to exceed five (5) days at my (owner) expense. If after five (5) days and the emergency contact persons have not responded, I hereby give permission for Westbrooks Towers staff to contact the Animal Control Shelter to take possession of the pet(s).

\_\_\_\_\_  
Tenant Signature Date