

## Request for Pet Ownership

Resident name: \_\_\_\_\_

Address: \_\_\_\_\_ Phone number: \_\_\_\_\_

### Pet information:

1. Species: \_\_\_\_\_

2. Pet name : \_\_\_\_\_

3. Weight: \_\_\_\_\_

4. Height: \_\_\_\_\_

5. Spayed or neutered: \_\_\_\_\_

I certify I have read and understand the Morristown Housing Authority Pet Policy.

I certify I received a copy of the Morristown Housing Authority Pet Policy.

I understand Morristown Housing Authority must give approval before the pet can be on the premise and before the pet lease can be executed.

Resident signature: \_\_\_\_\_ Date: \_\_\_\_\_

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### MHA USE ONLY

Approved \_\_\_\_\_ Denied \_\_\_\_\_ Service animal \_\_\_\_\_

If denied, please state reason: \_\_\_\_\_

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Approved by: \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_



## **18.0 PET POLICY**

### **18.1 EXCLUSIONS**

This policy does not apply to service animals, support animals, assistance animals, or therapy animals that are used to assist persons with disabilities. These animals are allowed in all public housing facilities with no restrictions other than those imposed on all tenants to maintain their units and associated facilities in a decent, safe, and sanitary manner and to refrain from disturbing their neighbors. The person requesting this exclusion to the Pet Policy of this housing authority must have a disability and the accommodation must be necessary to afford the person with a disability an equal opportunity to use and enjoy a dwelling.

To show that a requested accommodation may be necessary, there must be an identifiable relationship between the requested accommodation and the person's disability. The PHA will verify the existence of the disability, and the need for the accommodation—if either is not readily apparent. Accordingly, persons who are seeking a reasonable accommodation for an emotional support animal will be required to provide documentation from a physician, psychiatrist, social worker, or other mental health professional that the animal provides support that alleviates at least one of the identified symptoms or effects of the existing disability.

In addition, the PHA is not required to provide any reasonable accommodation that would pose a direct threat to the health or safety of others. Thus, if the particular animal requested by the individual with a disability has a history of dangerous behavior, the animal will not be accepted into housing. Moreover, the PHA is not required to make a reasonable accommodation if the presence of the assistance animal would (1) result in substantial physical damage to the property of others unless the threat can be eliminated or significantly reduced by a reasonable accommodation; (2) pose an undue financial and administrative burden; or (3) fundamentally alter the nature of the provider's operations.

### **18.2 PETS IN PUBLIC HOUSING**

The PHA allows for pet ownership in its developments with the written pre-approval of the PHA. Residents are responsible for any damage caused by their pets, including the cost of fumigating or cleaning their units. In exchange for this right, resident assumes full responsibility and liability for the pet and agrees to hold the PHA harmless from any claims caused by an action or inaction of the pet.

### **18.3 APPROVAL**

Residents must have the prior written approval of the PHA before moving a pet into their unit. Residents must request approval on the Authorization for Pet Ownership Form that must be fully completed before the PHA will approve the request. Residents must give the PHA a picture of the pet, and veterinarian documents (shots, spayed/neutered, etc).

#### **18.4 TYPES AND NUMBER OF PETS**

The PHA will allow only common household pets. This means only domesticated animals such as a dog, cat, bird, hamster, gerbil, guinea pig, or fish in aquariums will be allowed in units. Common household pets do not include reptiles. If this definition conflicts with a state or local law or regulation, the state or local law or regulation shall govern.

All dogs and cats must be spayed or neutered before they become six (6) months old. A licensed veterinarian must verify this fact.

Only one pet per unit will be 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. Only one hamster, gerbil, or guinea pig will be allowed. Pets other than cats or dogs must have suitable housing such as cages or aquariums.

Any animal deemed to be potentially harmful to the health or safety of others, including attack or fight trained dogs, will not be allowed. The following breeds will not be allowed: pit bull, Rottweiler, chow, or boxer breeds.

No animal may exceed twenty (20) pounds in weight, and fifteen (15) inches in height projected to full adult size.

#### **18.5 INOCULATIONS**

In order to be registered, pets must be appropriately inoculated against rabies, distemper and other conditions prescribed by state and/or local ordinances. They must comply with all other state and local public health, animal control, and anti-cruelty laws including any licensing requirements. A certification signed by a licensed veterinarian or state or local official shall be filed with the PHA to attest to the inoculations.

#### **18.6 PET DEPOSIT**

A non-refundable pet fee is required at the time of registering a pet.

#### **18.7 FINANCIAL OBLIGATION OF RESIDENTS**

Any resident who owns or keeps a pet in their dwelling unit will be required to pay for any damages caused by the pet. Also, any pet-related insect infestation in the pet owner's unit will be the financial responsibility of the pet owner and the PHA reserves the right to exterminate and charge the resident.

#### **18.8 NUISANCE OR THREAT TO HEALTH OR SAFETY**

The pet and its living quarters must be maintained in a manner to prevent odors and any other unsanitary conditions in the owner's unit and surrounding areas.

Repeated substantiated complaints by neighbors or PHA personnel regarding pets disturbing the peace of neighbors through noise, odor, animal waste, or other nuisance may result in the owner having to remove the pet or move him/herself.

Pets that make noise continuously and/or incessantly disturb any person at any time of day or night shall be considered a nuisance.

#### **18.9 DESIGNATION OF PET AREAS**

Pets must be kept in the owner's apartment or on a leash at all times when outside the unit (no outdoor cages may be constructed). Pet owners must clean up after their pets and are responsible for disposing of pet waste.

With the exception of assistive animals no pets shall be allowed in the community room, public bathrooms, lobby, hallways or office in any of our sites.

#### **18.10 MISCELLANEOUS RULES**

Pets may not be left unattended in a dwelling unit for over eight (8) hours. If the pet is left unattended and no arrangements have been made for its care, the HA will have the right to enter the premises and take the uncared for pet to be boarded at a local animal care facility at the total expense of the resident.

Residents must take appropriate actions to protect their pets from fleas and ticks.

Pets cannot be kept, bred or used for any commercial purpose.

Residents owning a cat shall maintain waterproof litter boxes for cat waste. Refuse from litter boxes shall not accumulate or become unsightly or unsanitary. Litter shall be disposed of in an appropriate manner.

A pet owner shall physically control or confine his/her pet during the times when HA employees, agents of the PHA or others must enter the pet owner's apartment to conduct business, provide services, enforce lease terms, etc.

If a pet causes harm to any person, the pet's owner shall be required to permanently remove the pet from the PHA's property within 24 hours of written notice from the PHA. The pet owner may also be subject to termination of his/her dwelling lease.

A pet owner who violates any other conditions of this policy may be required to remove his/her pet from the development within 14 calendar days of written notice from the PHA. The pet owner may also be subject to termination of his/her dwelling lease.

The PHA's grievance procedures shall be applicable to all individual grievances or disputes arising out of violations or alleged violations of this policy.

#### ***18.11 VISITING PETS***

No pets are allowed on PHA property unless registered to a PHA tenant. Pet sitting is not allowed.

#### ***18.12 REMOVAL OF PETS***

The PHA, or an appropriate community authority, shall require the removal of any pet from a project if the pet's conduct or condition is determined to be a nuisance or threat to the health or safety of other occupants of the project or of other persons in the community where the project is located.

In the event of illness or death of pet owner, or in the case of an emergency which would prevent the pet owner from properly caring for the pet, the PHA has permission to call the emergency caregiver designated by the resident or the local Pet Law Enforcement Agency to take the pet and care for it until family or friends would claim the pet and assume responsibility for it. Any expenses incurred will be the responsibility of the pet owner.