

# SOMERSWORTH HOUSING AUTHORITY

## PET POLICY

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### **Pets in SHA Owned/Managed Properties:**

The SHA will allow for pet ownership in all developments owned or managed by the SHA. The following developments will allow common household pets under the following rules and regulation:

- A. Fillion Terrace
- B. Charpentier Apartments
- C. Preservation Park
- D. Queensbury Mill
- E. Albert Jack LaBonte (Maple Street)
- F. Albert J. Nadeau Homes (Exclusion: No Dogs Allowed)
- G. Smokey Hollow Common (Exclusion: No Dogs Allowed)

### **Approval:**

Residents must have prior written approval of the SHA before moving a pet into their unit. Residents must request approval on the Pet Ownership Form located at the SHA Central Office. Residents will be required to provide documentation on inoculations, spaying/neutering, color photograph and pet deposit payment before approval will be given.

### **Types and Number of Pets:**

The SHA will allow only domesticated dogs (with the exception of Albert J. Nadeau Homes and Smokey Hollow Common), cats, birds, fish in aquariums and small cages animals defined as guinea pigs, hamsters, gerbils and ferrets in units.

- Only one (1) pet per unit is allowed.
- Any animal deemed to be potentially harmful to the health or safety of others, including attack trained dogs, will not be allowed.
- No animal may exceed thirty (30) pounds in weight.

### **Inoculations, Spaying/Neutering/, Dog License:**

The SHA requires cats and dogs to be current on rabies vaccination and other conditions prescribed by local ordinances. All pets must be spayed/neutered. Dogs must be licensed through the City of Somersworth.

Copies of all documents related to above must be provided to the SHA to keep on file.

### **Pet Deposit:**

A pet deposit of \$300.00 is required at the time of registering a pet. A payment agreement can be made for this amount for the following: \$50.00 due prior to the pet moving into the unit and then \$10.00/month due with the rent each month until \$300.00 is reached. The deposit is refundable when the pet or the family vacates the unit, less any amounts owed due to damage beyond normal wear and tear.

### **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 SHA reserves the right to exterminate and charge the resident.

### **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.

The Landlord may after reasonable notice (24 hours) to the tenant and during reasonable hours (8:00am-4:00pm) enter and inspect the premises. Entry and inspection is permitted only if the landlord has received a signed, written complaint alleging (or the Landlord has reasonable grounds to believe) that the conduct or condition of a pet in the dwelling unit constitutes, under applicable State or local law, a nuisance or a threat to the health or safety of the occupants of the project or other persons in the community where the project is located. If there is no State or local authority (or designated agent of such an authority authorized under applicable State or local law to remove a pet that becomes vicious, displays symptoms of severe illness, or demonstrates other behavior that constitutes an immediate threat to the health or safety of the tenancy as a whole, the Landlord may enter the premises (if necessary), remove the pet, and take such action with respect to the pet as may be permissible under State and local law, which may include placing it in a facility that will provide care and shelter for a period not to exceed 30 days. The Landlord shall enter the premises and remove the pet or take such other permissible action only if the Landlord requests the Tenant (pet owner) to remove the pet from the project immediately, and the Tenant (pet owner) refuses to do so, or if the Landlord is unable to contact the Tenant (pet owner) to make a removal request. The cost of the animal care facility shall be paid as provided in the 24 CFR Part 5.

Substantiated complaints by neighbors or SHA personnel regarding pets disturbing the peace of the neighbors through noise, odors, animal waste or other nuisance will result in the owner having to remove the pet or move him/herself.

### **Designation of Pet Areas:**

Pets must be kept in the owner's unit or on a leash at all times when outside (no outdoor cages may be constructed).

Pet owners must clean up after their pets and are responsible for disposing of pet waste by picking up the waste in a plastic bag and disposing in a manner to prevent odors and any other unsanitary conditions in the owner's unit and surrounding areas. Also the pet owner must ensure that the animal does not urinate or defecate inside the unit or common areas within the building, unless using a litter box that is cleaned regularly to prevent odors and any other unsanitary conditions within the apartment.

### **Visiting Pets:**

No visiting pets are allowed.

### **Removal of Pets:**

The SHA, or an appropriate community authority, shall require the removal of any pet who becomes vicious, displays symptoms of severe illness or demonstrates behavior that constitute an immediate threat to the health or safety of the tenancy as a whole, including other occupants of the project or of other persons in the community where the project is located.

A violation of these rules may be grounds for removal of the pet or termination of the tenant (pet owner) tenancy (or both) in accordance with the provisions of 24 CFR Part 5 and applicable regulations and State or local law. These regulations include 24 CFR Part 5 (Evictions from Certain Subsidized and HUD-Owned Projects) and provisions governing the termination of tenancy under the Section 8 housing assistance payments and project assistance payments program. Note: The Part 5 Pet Rules do not apply to an animal used by a Tenant or visitor that is needed as a reasonable accommodation for the Tenant or visitor's disability.

### **Exclusions to the Policy: FHEO Notice: FHEO-2013-01 (4/25/13)**

***This policy does not apply to an Assistance Animal.***

An assistance animal is not considered a pet. It is an animal that works, provides assistance, or performs tasks for the benefit of a person with a disability, or provides

