

Pet Policy



Bristol Housing
204 Bluff City Highway
Bristol, Tennessee 37620

Bristol Housing Pet Policy

I. INTRODUCTION

The Pet Policy for Bristol Housing ("BH"), hereinafter referred to as BH, is developed in accordance with the HUD regulations published in the Federal Register (24CFR Part 960 subpart G and Part 5, subpart C) and in compliance with Section 526 of The Quality Housing and Work Responsibility Act of 1998.

The pet rules for BH are incorporated into this policy. The rules adopted are reasonably related to the legitimate interest of BH including:

- BH's interest in providing a decent, safe and sanitary living environment for existing and prospective residents;
- protecting and preserving the physical condition of the developments; and
- BH's financial interest in the developments.

II. DEMONSTRATION OF ACCEPTABILITY

A. Management Approval

Prior to the pet being accepted for keeping in an apartment under the management of BH, the proposed pet owner (hereinafter referred to as resident) must prepare and submit a "**Pet Application Form**", (Attachment A), to BH. The resident and BH must also enter into a "**Pet Agreement**", (Attachment B).

The pet must be registered with BH **before the pet is brought onto BH property and annually thereafter.**

Registration includes:

1. Certificate signed by a licensed veterinarian or designated State or Local Authority or Agent, stating that the pet has received all inoculations required by State or Local law.
2. Statement signed by a licensed veterinarian that the animal is in good health, has no communicable diseases or pests and, in the case of dogs and cats, is spayed or neutered – except when this would endanger the life of the animal (must be documented by a licensed veterinarian).
3. Sufficient information to identify pet and demonstrate it is a common household pet (as identified in this policy), including a photograph of the animal.
4. Name, address, and telephone number of one or more responsible parties to care for the pet if the resident dies, is incapacitated or unable to care for the pet.
5. Execution of a Pet Agreement, stating that the resident accepts complete responsibility for the care and cleaning of the pet and acknowledges the applicable rules.
6. Pet must be licensed in accordance with the applicable State and Local laws and regulations.
7. Registration will be coordinated with the annual reexamination date.

Approval for the keeping of a pet shall not be extended until the requirements specified above have been met, and in no event will approval of other than the common household pets listed in this policy be extended.

BH shall refuse to register a pet if:

1. the pet is not a common household pet identified more specifically in this policy;
2. the resident fails to provide complete pet registration information or fails annually to update the registration; and/or
3. BH reasonably determines, based on the resident's habits and practices, that the resident will be unable to keep the pet in compliance with the pet rules and other lease obligations. The pet's temperament may be considered as a factor in determining the prospective resident's ability to comply with the pet rules and other lease obligations.

BH may not refuse to register a pet based on the determination that the owner is financially unable to care for the pet or that the pet is inappropriate, based on the therapeutic value to the owner or the interests of the property or existing residents.

BH is required to notify the resident if BH refuses to register a pet. The notice shall state the basis for BH's action and shall be served in accordance with the HUD notice requirements.

The notice of refusal to register a pet may be combined with a notice of pet violation.

The registration requirements may not conflict with State or Local law.

The resident must maintain each pet:

- In accordance with applicable State and Local public health, animal control, animal anti-cruelty laws and regulations; and
- In accordance with the policies established in BH Annual Plan for the agency.

A resident who cares for another resident's pet must notify their Project Assistant in advance of assuming responsibility of the pet and must agree in writing to abide by all the pet rules. If caring for another resident's pet, the pet must stay in the owner's apartment (the caregiver cannot take the pet to their apartment).

B. Standards

Common household pets as outlined below will be permitted under the following guidelines:

Type of Pet	Maximum # Allowed	Maximum Adult Weight	Special Requirements
Dog	1	25 pounds	<ul style="list-style-type: none"> • maximum full-grown height = 15 inches (measured from the top of the pet's ears to the ground) • must be housebroken • must be spayed or neutered* • must have all inoculations • must be licensed as specified now or in the future by State law and local ordinance <p>Note: BH reserves the right to prohibit approval of any dog due to possible bad temperament.</p>
Cat	2	n/a	<ul style="list-style-type: none"> • must be spayed or neutered* • must have all required inoculations • must be trained to use a litter box or other waste receptacle • must be licensed as specified now or in the future by State law or local ordinance
Bird	2	n/a	<ul style="list-style-type: none"> • must be enclosed inside an acceptable cage at all times • birds of prey are not permitted
Fish	10 gallons	n/a	<ul style="list-style-type: none"> • poisonous or dangerous fish are not permitted • aquariums larger than 10 gallons are not permitted due to potential water damage to the apartment • a Pet Application must be on file at the office (resident must complete a Pet Application)

*Unless it endangers the life of an animal (must be documented by a licensed veterinarian).

Or a combination of the below pets (the same special requirements apply as stated in the above chart):

Accepted Pet Combinations
1 cat and 1 dog
1 cat and 1 bird
1 cat and 1 aquarium
1 dog and 1 bird
1 dog and 1 aquarium
1 bird and 1 aquarium

Reminder: An aquarium is considered a pet.

No pets, or combination of pets, other than those specified may be kept on BH property by a resident.

Failure to properly register and to provide specified proof of the proposed pets prior to a pet being brought into the resident's apartment shall result in the initiation of an action to remove the pet and may result in possible termination of the resident's Dwelling Lease with BH.

Pet specifications will not be applied or enforced to animals that assist the handicapped/disabled as stated in the opening of this policy.

III. PETS TEMPORARILY ON THE PREMISES

Residents cannot keep other persons pets in their apartment (pet sit when someone is out of town, etc).

Residents are prohibited from feeding or harboring stray animals. The feeding of stray animals shall constitute having a pet without the written permission of BH.

The one exception from this rule will be visiting pet programs sponsored by a humane society or other non-profit organization.

State or Local laws or regulations governing pets temporarily in dwelling accommodations shall prevail.

IV. ADDITIONAL FEES AND DEPOSITS (pets)

A. Pet Deposit

BH does not have a pet deposit at this time.

BH reserves the right to charge a pet deposit by amendment to these rules.

B. Pet Waste Removal Charge

A separate pet waste removal charge of \$25.00 per occurrence will be assessed to the resident when necessary.

C. Legal Costs

Legal costs to recover unpaid costs or expenses may be commenced if a properly prepared and outlined invoice is not honored.

E. Other Fees

All reasonable expenses incurred by BH as a result of damages directly attributable to the presence of the pet in the developments shall be the responsibility of the resident including:

- Cost of repairs and replacement to the resident's dwelling unit; and/or
- Fumigation of resident's dwelling unit; and/or

- De-infestation of fleas.

Such expenses as a result of a move-out inspection shall be deducted from the security deposit at move-out. The resident shall be billed for any balance due.

Note: Pet waste removal charges are not part of rent payable by the resident.

V. ADDITIONAL PET RULES

A. Pet Areas Allowed

Pets must be maintained within the resident's unit. When outside the apartment (within the building or on development grounds), dogs and cats must be carried or on a leash and accompanied and controlled by resident or other responsible individual **AT ALL TIMES**. Length of the leash shall be limited to five (5) feet. Owners cannot tie/secure pets outside of their unit or anywhere on BH property (i.e.: cannot tie a pet leash to porch rails, clotheslines, etc). An unleashed pet or one tied to a fixed object is not considered under the control of a responsible adult (someone 18+ years of age).

The pet must be carried or in a stroller and cannot be on the floor/ground of the building (except in the resident's apartment). Service animals are exempted.

Resident's shall keep their pet under control **at all times**.

B. Noise

Resident agrees to control the noise of his/her pet so that such noise does not constitute a nuisance to other residents or interrupt their peaceful enjoyment of their apartments. Failure to control pet noise may result in the removal of the pet from the premises and possible lease violation actions initiated against the resident.

This includes, but is not limited to, loud or continuous barking, howling, meowing, whining, biting, scratching, chirping, or other such activities.

C. Cleanliness Requirements

Litter Box Requirements: for cats or other animals using a litter box or cage (subject to State and Local law)

All animal waste or the litter from litter boxes shall be picked up immediately by the resident and be disposed of in a sealed plastic trash bag and deposited in an appropriate trash bin or receptacles.

The litterbox must be water/leak proof. Cardboard boxes are not acceptable.

Litter shall be changed at least twice weekly. Waste shall be separated from the litter daily.

Litter **shall not** be disposed of by being flushed down a toilet or dumped on the grounds outside the unit. Charges for unclogging a toilet or removal from grounds due to the improper disposal of pet waste shall be billed to the resident.

Litter boxes **shall be kept inside** the resident's dwelling unit.

Requirements for removal of waste in other locations:

The resident shall be responsible for immediately removing and disposing of the waste caused by his/her pet while on BH property (both indoors and outdoors). The waste should be placed in sealed plastic trash bags and deposited in designated trash bins or receptacles.

Resident will be held responsible for the immediate cleaning of any dirt or pet waste tracked through or deposited in the common area lobby, halls, or elevators by his/her pet.

Any apartment which has a dog or cat may be fumigated at the time the apartment is vacated.

Odor: Resident shall take adequate precautions to eliminate any pet odors within or around the unit and to maintain the unit in a sanitary condition at all times.

D. Pet Care

No pet shall be left unattended in any apartment for a period in excess of twenty-four (24) hours with the exception of fish aquariums.

BH reserves the right, under Tennessee State Law, to immediately remove any animal that is considered to be in a neglected or endangering situation.

All residents shall be responsible for adequate care, nutrition, exercise and medical attention for his/her pet.

Resident must be aware and recognize other residents may have chemical sensitivities or allergies related to pets or may be easily frightened and/or disoriented by animals. The resident agrees to such other resident's right to the peaceful and quiet enjoyment of common areas and his/her apartment.

E. Deceased Pets

Deceased pets **must be removed** from all BH property immediately in accordance with local health regulations (animals cannot be disposed of on BH property, including BH owned trash dumpsters or receptacles).

- F.** The resident shall have the pet restrained so that maintenance/extermination/inspections may be performed in the unit. When the resident has received proper notification of any of the above, the resident shall either be at home or shall restrain (such as in a pet carrier, etc.) the pet in an area where the work is not scheduled to be performed.

If BH staff enters a unit where a pet is not restrained, work will not be performed and the resident shall be charged a fee of \$40 (trip charge).

Repeated occurrences of this nature may result in lease termination procedures.

At no time will BH be responsible for the escape of any pet from the unit while work is being performed.

Note: When a resident requests work to be performed in their unit (work order), resident agrees that they have received "proper notice".

VI. ALTERATIONS

Residents shall not alter their unit, patio, grounds, or common areas to create an enclosure and/or house for their pet.

VII. RESPONSIBLE PARTIES

The resident will be required to designate at least one responsible party for the care of their pet if the health or safety of the pet is threatened by the death or incapacity of the resident, or other factors that render the resident unable to care for their pet.

VIII. INSPECTIONS

BH may, after reasonable notice to the resident during reasonable hours, enter and inspect the premises, in accordance with Dwelling Lease provision.

IX. PET RULE VIOLATIONS

A. Pet Rule Violation Notice

If a determination is made, on objective facts supported by written statements, that a resident has violated a rule, written notice will be served on the resident.

The notice must contain a brief statement of the factual basis for the determination and the pet rule(s) alleged to be violated. The notice also must state the following:

1. that the resident has seven (7) days from the effective date of the service of notice to correct the violation or make written request for a meeting to discuss the violation;
2. that the resident is entitled to be accompanied by another person of his/her choice at the meeting; and
3. that the resident's failure to correct the violation, request a meeting, or appear at the requested meeting may result in initiation of procedures to terminate the resident's tenancy with BH.

B. Pet Rule Violation Meeting

If resident requests a meeting in a timely manner, BH will establish a mutually agreeable time and place for the meeting.

The meeting will be scheduled no later than fifteen (15) days from the effective date of service of notice of the pet rule violation, unless the BH agrees to a later date **in writing**.

The resident and BH will discuss the alleged violation at the meeting and attempt to correct the issue.

As a result of the meeting, BH may give the resident additional time to correct the violation.

C. Notice for Pet Removal

If the resident and BH are unable to resolve the violation at the meeting or the resident fails to correct the violation in the allotted time, BH may serve notice on the resident at or after the meeting to remove the pet.

The notice must:

- contain a brief statement of the factual basis for the determination and the pet rule(s) that have been violated;
- state that the resident must remove and provide written documentation of removal of the pet within ten (10) days from the effective date of service of the notice of pet removal; and
- state that failure to remove the pet may result in initiation of procedures to terminate the resident's tenancy.

For immediate removal/termination see Section IX (E).

D. Termination of Tenancy

BH may initiate procedures for termination of the resident's tenancy based on a pet rule violation if:

- the resident has failed to remove the pet or correct a pet rule violation within the applicable time period specified; and
- the pet rule violation is sufficient to begin procedures to terminate the resident's tenancy under the terms of the Dwelling Lease and applicable regulations.

E. Pet Removal

If health or safety is threatened by the death or incapacity of the resident, or by other factors that render the resident unable to care for the pet, the procedures identified below will be followed. This includes pets which appear to be poorly cared for or which are left unattended for longer than twenty-four (24) hours.

The situation will be reported to the Responsible Party designated by the resident.

If the Responsible Party(s) is unwilling or unable to care for the pet or if BH, despite reasonable efforts, has been unable to contact the Responsible Party(s), BH may contact the appropriate State or Local Authority and request removal of the pet. Should the appropriate State/Local authority be unavailable, BH may enter the unit, remove the pet and take it to an appropriate shelter/animal clinic.

If the pet should become destructive, create a nuisance, or represent a threat to the safety and/or security of others, or create a problem in the area of cleanliness or sanitation, then a BH representative will notify the resident in writing that the pet must be removed from the premises.

If the warning/termination is due to a threat to the safety and/or security of others, then the pet **must be removed immediately** until the meeting/hearing process has been completed and the resident has been notified of the decision.

The cost of the animal care facility provided under this section shall be borne by the resident. If the resident (or the resident's estate) is unable or unwilling to pay, the cost of the animal care facility may be paid from a pet deposit, if imposed under the pet rules.

X. EMERGENCIES

- A.** BH will be concerned about pets that become vicious or display symptoms of severe illness or demonstrates other behavior that constitutes an immediate threat to the health or safety of the tenancy as a whole.
- B.** The BH will refer these cases to the State or Local authority authorized under applicable State or Local law to remove these pets who exhibit this behavior. Should State or Local authorities not be available, the BH may enter the unit, remove the pet and take it to an appropriate shelter/animal clinic not to exceed thirty (30) days.