

SOMERSWORTH HOUSING AUTHORITY

PET POLICY

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.

SHA will refuse to register a pet if:

- The pet is not a common household pet.
- Keeping the pet would violate any pet restrictions listed in this policy
- The pet owner fails to provide complete pet registration information, or fails to update the registration annually.
- The applicant has previously been charged with animal cruelty under State or local law; or has been evicted, had to relinquish a pet or been prohibited from future pet ownership due to pet rule violations or a court order
- The SHA reasonably determines that the pet owner is unable to keep the pet in compliance with the pet rules and other lease obligations. The pet's temperament and behavior may be considered as a factor in determining the pet owner's ability to comply with provisions of the lease.

If the SHA refuses to register a pet, written notification will be sent to the pet owner within 14 calendar days. The notice will state the reason for refusing to register the pet and will inform the family of their right to appeal the decision in accordance with the grievance procedures.

Pet Deposit:

A pet deposit of \$300.00 is required at the time of registering a pet unless a payment agreement is arranged with SHA. 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:

Any resident who owns or keeps a pet in their dwelling unit will be required to pay for any damages caused by the pet.

In addition, 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.

Pet Restrictions: Types and Number of Pets:

Allowable Common Household Pets:

Common Household pets means a domesticated animal, such as a dog, cat, bird, or fish that is traditionally recognized as a companion animal and is kept in the home for pleasure rather than commercial purposes.

The following animal are NOT consider common household pets and are not approval:

- Reptiles (excluding turtles)
- Rodents (excluding: guinea pigs, hamsters and gerbils)
- Insects
- Arachnids
- Wild or feral animals
- Farm animals
- Animals used for commercial breeding

Pet Restrictions:

The following animals are not permitted:

- Any animals whose adult weight will exceed 30 pounds
- Ferrets or other animals whose natural protective mechanisms pose a risk to small children of serious bites or lacerations.
- Any animal not permitted under state or local law or code.

Dogs are not allowed at family properties (Albert J. Nadeau Homes & Smokey Hollow).

Number of Pets:

Residents may own a maximum of 2 pets.

Only 1 of which may be a dog or a cat.

- In the case of fish, residents may keep no more than can be maintained in a safe and healthy manner in a tank holding up to 10 gallons (no larger tank size will be permitted). Such a tank or aquarium will be counted a 1 pet and a monthly excess utility charge will be charged to the tenant of \$10.00/month.
- In the case of the allowable terrarium for a turtle, this will count a 1 pet and monthly excess utility charge will be charged to the tenant of \$10.00/month.

Inoculations, Spaying/Neutering, Dog License:

SHA will not approve a pet to on the premise until the following are provided:

- Current rabies vaccination
- Spay/neutered certification

SHA will require a copy of City Dog License within 14 calendar days of the dog being approved to reside in the unit.

In the case of underage animals:

- Spay/neuter certification will be waived until the animal has reached the age of 6 months. Certification must be provided to SHA within 30 days of the pet reaching the age 6 months.

Exceptions may be made upon veterinary certification that subjecting this particular pet to the procedure would be temporarily or permanently medically unsafe or unnecessary.

SHA may not require a pet owner to have any pet's vocal cords removed.

SHA may not require a pet owner to obtain or carry liability insurance.

SHA may not require that cats be declawed.

Responsible Parties:

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

A resident who cares for another resident's pet must notify the SHA and sign a statement that they agree to abide by all of the pet rules.

Pet Area Restrictions:

Pets must be kept in the owner's unit or on a leash at all times when outside.

No animals may be tethered or chained inside or outside the dwelling unit at any time.

Pets are not permitted in common areas including lobbies, community rooms and laundry areas except for those common areas which are entrances to and exits from the building.

Alterations to Unit:

Pet owners shall not alter their unit, premises or common areas to create an enclosure for any animal.

Cleanliness:

The pet owner shall be responsible for the removal of waste from all outside areas by placing it in a sealed plastic bag and disposing of it properly.

The pet owner 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.

Litter box requirements:

- Pet owners must promptly dispose of waste from litter boxes and must maintain litter boxes in a sanitary manner.
- Litter shall not be disposed of by being flushed through a toilet.
- Litter boxes shall be kept inside the resident's dwelling unit.

Noise

Pet owners must agree to control the noise of pets so that such noise does not constitute a nuisance to other residents or interrupt their peaceful enjoyment of their housing unit or premises. This includes, but is not limited to loud or continuous barking, howling, whining, biting, scratching, chirping, or other such activities.

Pet Care

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

Each pet owner shall be responsible for appropriately training and caring for his/her pet to ensure that the pet is not a nuisance or danger to other residents and does not damage SHA property.

Pets Temporarily on the Premises:

Pets that are not owned by a tenant are not allowed on the premises.

Residents are prohibited from feeding or harboring stray animals.

Pet Rule Violations

All complaints of cruelty and all dog bites will be referred to animal control or an applicable agency for investigation and enforcement.

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

The notice will contain a brief statement of the factual basis for the determination and the pet rule(s) that were violated. The notice will also state:

- That the pet owner has 14 calendar 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
- That the pet owner is entitled to be accompanied by another person of his or her choice at the meeting
- That the pet owner's failure to correct the violation, request a meeting, or appear at a requested meeting may result in initiation of procedures to remove the pet, or to terminate the pet owner's tenancy

Notice for Pet Removal

If the pet owner and the SHA are unable to resolve the violation at the meeting or the pet owner fails to correct the violation in the time period allotted by the SHA, the SHA may serve notice to remove the pet.

The notice will contain:

- A brief statement of the factual basis for the SHA's determination of the pet rule that has been violated

- The requirement that the resident /pet owner must remove the pet within 14 calendar days of the notice
- A statement that failure to remove the pet may result in the initiation of termination of tenancy procedures

Pet Removal

If the death or incapacity of the pet owner threatens the health or safety of the pet, or other factors occur that render the owner unable to care for the pet, the situation will be reported to the responsible party designated by the pet owner.

If the responsible party is unwilling or unable to care for the pet, or if the SHA after reasonable efforts cannot contact the responsible party, the PHA may contact the appropriate state or local agency and request the removal of the pet.

Termination of Tenancy

The SHA may initiate procedures for termination of tenancy based on a pet rule violation if:

- The pet owner has failed to remove the pet or correct a pet rule violation within the time period specified
- The pet rule violation is sufficient to begin procedures to terminate tenancy under terms of the lease

SHA will follow its termination procedures and issue a 30 day written notice of the lease termination. The notice will inform the family of their right to appeal the decision in accordance with the grievance procedures.

Emergencies

The SHA will take all necessary steps to ensure that pets that become vicious, display symptoms of severe illness, or demonstrate behavior that constitutes an immediate threat to the health or safety of others, are immediately removed from the premises by referring the situation to the appropriate state or local entity authorized to remove such animals.

If it is necessary for the SHA to place the pet in a shelter facility, the cost will be the responsibility of the pet owner.

If the pet is removed as a result of any aggressive act on the part of the pet, the pet will not be allowed back on the premises.

Assistance/Service Animals:

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 emotional support that alleviates one or more identified symptoms or effects of a person's disability.

The SHA will evaluate a request for a reasonable accommodation to possess an assistance animal. After receiving such a request, the SHA will consider the following:

- 1) Does the person seeking to use and live with the animal have a disability?
- 2) Does the person making the request have a disability-related need for an assistance animal?

