

## **ROGERSVILLE HOUSING AUTHORITY PET POLICY AND LEASE AGREEMENT**

This policy applies only to the ownership of pets in public housing as allowed under 24 CFR, Part 960, Subpart G, Pet Ownership in Public Housing. Animals defined as “assistance animals”, “service animals”, “support animals”, “therapy animals” or other animals that assist, support, or provide service to persons with disabilities are specifically included in this policy.

### **PET PERMITS**

Residents of the Rogersville Housing Authority may own and keep up to one (1) common household pet. However, prior to housing any pet on the premises, the Resident must sign a Pet Lease with the Rogersville Housing Authority. Prior to execution of the Pet Lease, the following documentation must be submitted:

- A. Evidence that the pet has received current rabies and distemper inoculations or booster, as applicable.
- B. Evidence that the pet has been spayed or neutered, as applicable.
- C. A current license issued by the appropriate authority, if applicable.
- D. Resident must bring the pet to the Rogersville Housing Authority Main Office at the time of execution of the Pet Lease so a photographed identification of the pet can be obtained by the Rogersville Housing Authority.

### **REGULATIONS/RULES**

All residents keeping permitted pets on the premises shall comply with the following rules:

- A. Permitted pets are domesticated dogs, cats, birds in cages and fish in aquariums. The adult size of the dog may not exceed 18 inches and 50 pounds when full grown. The adult size of the cat may not exceed 10 inches tall and 20 pounds when full grown.
- B. Dogs and cats must be licensed yearly with the local government and Residents must show proof of annual rabies and distemper booster inoculations, if applicable. Evidence of inoculations can be provided by a statement/bill from the veterinarian or staff of the local Animal Control. Proof of current inoculation records must be furnished annually at re-certification.
- C. **PROHIBITED ANIMALS:** ANIMALS THAT ARE CONSIDERED VICIOUS, INTIMIDATING, AND/OR ANY ANIMAL THAT DISPLAYS VICIOUS BEHAVIOUR WILL NOT BE ALLOWED. SOME EXAMPLES OF ANIMALS THAT HAVE A REPUTATION OF A VICIOUS NATURE ARE: ROTTWEILER, DOBERMAN PINSCHER, PIT BULL DOG, CHOWS OR BREEDS NOT PERMITTED UNDER STATE OR LOCAL LAW CODE. OTHER PROHIBITED PETS: REPTILES, SUCH AS SNAKES, LIZARDS, IGUANAS, CHAMELEONS, AND ALLIGATORS. FARM ANIMALS, SUCH AS CHICKENS, PIGS, COWS, MULES, HORSES, ETC. WILD ANIMALS, SUCH AS LIONS, LEOPARDS, BEARS, TIGERS, WOLVES / WOLF-HYBRID. RODENTS, SUCH AS RABBITS, HAMSTERS, GUINEA PIGS, AND GERBILS. LARGE BIRDS, TARANTULA SPIDERS, FERRETS, OR OTHER ANIMALS WHOSE NATURAL PROTECTIVE MECHANISMS POSE A RISK TO SMALL CHILDREN OF SERIOUS BITES. THIS DETERMINATION WILL BE

MADE BY A ROGERSVILLE HOUSING AUTHORITY REPRESENTATIVE PRIOR TO THE EXECUTION OF THE PET LEASE.

- D. All dogs and cats must be spayed or neutered, as applicable. Evidence of neutering/spaying can be provided by a statement/bill from the veterinarian or staff of the local Animal Control.
- E. All pets shall remain inside the Resident's unit. No animal shall be permitted to be loose or unattended in yards or any common areas. No pet is to be staked or tied to the buildings, trees or anywhere on the grounds.
- F. All authorized pets must be under the control of an adult. When taken outside the unit, dogs and cats must be kept on a leash, and kept within the yard area assigned to the Resident. An unleashed pet, or one tied to a fixed object, is not under the control of an adult. Pets which are unleashed, or leashed and unattended, on Rogersville Housing Authority property will be impounded and taken to the local Animal Control. It shall be the responsibility of the Resident to reclaim the pet at the expense of the Resident. Also, if a member of the Rogersville Housing Authority staff has to take the pet to the local Animal Control, the Resident will be charged \$50.00 to cover the expense of taking the pet to the local Animal Control.
- G. The Resident must provide waterproof and leak proof litter boxes for cat waste, which must be kept inside the dwelling unit. Cardboard boxes are not acceptable and will not be approved. The Resident shall not permit refuse from litter boxes to accumulate nor to become unsightly or unsanitary. Litter Boxes must be cleaned and changed on a regular basis.
- H. All pets must receive medical care necessary to maintain good health.
- I. Birds must be confined to a cage at all times and the Resident is limited to one (1) cage with a maximum of two (2) birds per cage. **No deposit is required for two (2) small birds in one cage.**
- J. Responsible Pet Ownership: Each pet must be maintained responsibly and in accordance with this Pet Policy, the Pet Lease and in accordance with all applicable ordinances, state and local public health, animal control, and animal anti-cruelty laws and regulations governing pet ownership.
- K. If the pet is fish, the aquarium must be twenty (20) gallons or less, and the container must be placed in a safe location in the unit. The Resident is limited to one (1) container for the fish; however, there is no limit on the number of fish that can be maintained in the container as long as the container is maintained in a safe and non-hazardous manner. **For aquariums over twenty (20) gallons a \$300 pet deposit will be required.**
- L. Residents shall not permit their pet to disturb, interfere or diminish the peaceful enjoyment of other Residents. The term "disturb, interfere and diminish" shall include, but not be limited to: barking, howling, chirping, biting, scratching and other like activities. The Rogersville Housing Authority will terminate this authorization if a pet disturbs other Residents. The Resident will be given one week to make other arrangements for the care of the pet.
- M. Residents are solely responsible for cleaning up pet droppings, if any, outside the unit and on facility grounds. Droppings must be disposed of by being placed in a plastic sack and then placed in a container outside the building. If the Rogersville Housing Authority staff is required to clean

**Pet Policy and Lease Agreement**

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1<sup>st</sup> Revision 2<sup>nd</sup> Revision by Board Resolution 11/14/2019

01/01/2018

3rd Revision by Board Resolution 03/14/2024

any waste left by a pet, the Resident will be charged \$25.00 for the removal of the waste. Residents are responsible for properly disposing of dog and cat waste in a container outside the building.

- N. Residents shall take adequate precautions and measures necessary to eliminate pet odors within or around the unit and shall maintain the unit in a sanitary condition at all times.
- O. If pets are left unattended for a period of 24 hours or more, the Rogersville Housing Authority may enter the dwelling unit, remove the pet and transfer it to the proper authorities, subject to the provisions of Tennessee State Law and pertinent local ordinances. The Rogersville Housing Authority accepts no responsibility for the animal under such circumstances. Any expense to remove and reclaim the pet from any facility will be the responsibility of the Resident.
- P. Residents shall not alter their unit, balcony or yard in any manner in order to create an enclosure for any pet.
- Q. Residents are responsible for all damages caused by their pets, including the cost of cleaning and replacing carpet and/or fumigation of the unit or units.
- R. Residents are prohibited from feeding or harboring stray animals. The feeding of stray animals shall constitute having a pet without the written permission of the Rogersville Housing Authority.
- S. All Residents are responsible for any damage caused by their pets. It is highly recommended that pet owners purchase liability insurance that would protect the owner in the event that their pet bit, scratched or in any way harmed anyone.
- T. Should any pet housed give birth to a litter, the Resident shall move from the premises all of said pets except one.
- U. Residents must identify an alternate custodian for pets in the event of Resident illness or other absence from the dwelling unit. The identification of an alternate custodian must occur prior to the Rogersville Housing Authority issuing a Pet Lease.
- V. If the animal should become destructive, create a nuisance; represent a threat to the safety and security of other Residents, or create a problem in the area of cleanliness and sanitation, the Rogersville Housing Authority will notify the Resident, in writing, that the animal must be removed from the Public Housing Development. The written notice will contain the date by which the pet must be removed and this date must be complied with by the Head of Household. This date will be immediate if the pet may be a danger or threat to the safety and security of other Residents. The Resident may request a hearing, which will be handled according to the Rogersville Housing Authority's established Grievance Procedure. Provided, however, the pet must be immediately removed from the unit upon notice during the hearing process if the cause is because of safety and security.
- W. In the event of the death of a pet the Resident must properly dispose of the remains in accordance with the local public health regulations, and under no circumstances on the property of the Rogersville Housing Authority.
- X. Residents must restrain pets, as required, when Rogersville Housing Authority maintenance

workers enter their apartment to perform work orders, during inspections, and when any contractor of the Rogersville Housing Authority requires entry into their apartment. The Resident shall either be at home or shall have all animals restrained or caged. The Rogersville Housing Authority shall not be responsible if any animal escapes from the residence due to maintenance, inspections or other activities of the landlord.

- Y. Residents are responsible for ensuring that their pet does not cause an infestation of insects such as fleas and ticks. Where this occurs, the resident is responsible for contracting the services of professional Pest Control Company to eradicate the infestation.
- Z. Pets that are not owned by a tenant are not allowed on the premises; there is no such thing as "pet setting". If a pet(s) is discovered in the apartment without a pet permit, a 30-day lease termination will be sent.
- AA. **If there have been three (3) violations of the Assistance Animal Policy or a single serious violation, the housing authority may inform the tenant that procedures will be initiated to revoke the Assistance Animal Agreement. Failure to comply with the Assistance Animal Policy may result in termination of the Residential Lease Agreement. The Housing Authority will first attempt resolution of the problem before termination proceedings are initiated.**

## **DEPOSIT**

A pet deposit of \$300.00 will be required for all authorized pets upon execution of a Pet Lease. The Resident is required to pay an initial deposit of \$150.00 with the balance to be paid in three (3), fifty (\$50) dollar per month payments. This deposit will be used to cover the reasonable operating costs to the project related to the presence of a pet. The pet deposit may also be used by the Rogersville Housing Authority at the termination of the lease toward payment of any rent or toward payment of any other costs made necessary by the Resident's occupancy of the premises.

NO PET SHALL BE ALLOWED IN THE UNIT PRIOR TO THE COMPLETION OF THE TERMS OF THIS PET POLICY. IT SHALL BE A SERIOUS VIOLATION OF THE LEASE FOR ANY RESIDENT TO HAVE A PET WITHOUT PROPER APPROVAL AND WITHOUT HAVING COMPLIED WITH THE TERMS OF THIS POLICY. SUCH VIOLATION SHALL BE CONSIDERED TO BE A VIOLATION OF THE LEASE.

The Pet Deposit is paid in addition to the required Security Deposit, and this amount must remain a deposit as long as the Resident remains a Resident. NO REFUND OF THE PET DEPOSIT WILL BE GIVEN BY THE Rogersville Housing Authority UNTIL THE RESIDENT'S TERMINATION OF THE LEASE.

\*IF tenant moves out before the entire Pet Deposit is paid in full (\$300), tenant will forfeit the amount that has already been paid and they will not receive any of the pet deposit back.