



# **Berkeley Township Housing Authority**

## **Pet Policy**

## HOUSING AUTHORITY OF THE TOWNSHIP OF BERKELEY

### **PET OWNERSHIP POLICY AND GENERAL REQUIREMENTS FOR RESIDENTS OF PUBLIC HOUSING OWNED AND MANAGED BY THE HOUSING AUTHORITY OF THE TOWNSHIP OF BERKELEY**

#### PREAMBLE

A resident of a dwelling unit in public housing may own a common household pet or have a common household pet present in the dwelling unit of such resident, subject to the reasonable requirements of the Housing Authority, if the resident maintains such pet:

- 1: Responsibly;
- 2: In accordance with all applicable state and local public health, animal control, and animal anti-cruelty laws and regulations; and
- 3: In accordance with the policies established in the Housing Authority's Annual Plan for the agency, which policies are set forth below.

#### APPLICABLE POLICIES

##### PETS ARE DEFINED AS:

- A: Domesticated dogs not exceeding 20 pounds in weight fully grown and meeting other requirements of this Policy.
- B: Domesticated de-clawed cats recommended not exceeding 13 pounds in weight fully grown and meeting other requirements of this Policy. Note – If the cats are not de-clawed you will be fully responsible for any damages caused.
- C: Fish in approved tank not exceeding 20 gallons of water.
- D: Domesticated, caged, small birds in approved cages.
- E: No other living creature shall be considered as a pet.
- F: **Visiting pets are NOT permitted at anytime.**
- G: For an illegal pet, **one that is not registered with the Housing Authority**, the resident will be assessed a \$ 150.00 fee per day until the Pet Security Deposit has been paid or until the pet is removed from the premises. An inspection will be done to confirm that the pet has been removed from the apartment.

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 Housing Authority will make no exceptions – no Pitbull, German Shepherd, Doberman Pincher or Rottweiler dogs.

#### PET PERMIT & RECORD KEEPING

**Prior to placing a pet into residency in any Housing Authority administered housing, all financial obligations must be met and the tenant must file an application for a Pet Permit.** A Pet Permit will be issued after all initial conditions of this Policy have been met. A Non-Refundable Fee of \$75.00 will be charged for the registration of each pet to cover the reasonable operating costs to the Housing Authority. The \$75.00 fee will be assessed to four (4) legged animals. A Non-Refundable Fee of \$25.00 will be required for birds and fish.

### **CONDITIONS FOR PET PERMIT**

- A: Applicant must file a Certificate of Municipal Registration of the pet in accordance with local ordinance. (Applies to cats and dogs).
- B: Applicant must file evidence in the form of an acceptable certificate that pet is in good health, has been spayed or neutered, has been inoculated for distemper and rabies and that said inoculation is current as well as proof of weight and breed of dog. Tenant must submit photo of pet. (Applies to dogs and cats).
- C: Applicant must certify and agree to the general terms and conditions of the management of said pet(s) and acknowledge that the Pet Permit can be revoked for failure to follow pet management rules.
- D: Prior to issuance of Pet Permit, applicant agrees to post a pet security deposit of \$300.00 for a cat, \$300.00 for a dog, and \$25.00 for a bird or fish tank. Said security deposit will be applied to damages caused by the pet, if any, upon tenant vacating apartment. Tenant shall also be liable for any deficiency in the amount of the deposit as applied to specific damages. The unexpended portion of the posted security, if any, shall be refunded to the tenant. Pet Security Deposits will be refunded when resident moves out of the complex.
- E: Applicant must file, as part of the application process, a "Pet Emergency Care Plan" in case applicant is unable to care for said pet in an emergency. This will empower the Housing Authority to transfer pet care responsibility to an approved friend or relative of the applicant off the premises of the Housing Authority property.

### **PET MANAGEMENT PLAN**

- A: Limit one Pet Permit per tenant.
- B: Limit one cat, or one dog, or one 20-gallon fish tank with fish or two birds with two separate Pet Permits.
- C: Pets are to be confined to the apartment unless on a leash. The leash may not be more than six feet.
- D: Pets shall not wander without attended restraint (leash) in common areas of building or on the grounds. Pets must only go to the bathroom in designated areas that will be indicated by the Housing Authority. You are responsible to clean up after your pet in the designated area. A charge of \$ 50.00 will be assessed should you not clean up after your pet.
- E: In the event that the tenant leaves the building in an emergency, pet is to be provided for in accordance with the "Pet Emergency Care Plan" within four hours of departure.

### **INSPECTION OF APARTMENT:**

Tenant agrees, as a condition of accepting the Pet Permit, that tenant's apartment will be available for inspection of compliance with Pet Policy at any time during working hours and on thirty (30) minute notice.

**PETITION OF REMOVAL:**

Upon petition by two (2) or more neighboring residents alleging complaints against the pet owner for non-compliance of Pet Policy, tenant agrees to a hearing on said infraction by the Housing Authority. Tenant agrees to abide by the determination of said hearing, including removal of pet if such is the decision resulting from the hearing.

**DAMAGES:**

Damages caused by pet as determined by inspection shall be repaired/replaced by management at full repair/replacement cost at time of discovery damage. Tenant shall be liable for full repair/replacement cost.

**REVOCACTION OF PET PERMIT:**

- A: Revocation of Pet Permit may occur upon occasion of the following:
  - 1: Upon death of pet.
  - 2: Upon permanent removal of pet from the project.
  
- B: Upon determination by management of project the following conditions may be considered cause for revocation:
  - 1: Pet has caused damage to apartment, common areas, personal property or person.
  - 2: Pet has bitten, scratched or caused injury to any person.
  - 3: Pet makes animal sounds that are generally annoying to tenant and management, for example: loud or repeated barking dog, loud meowing cat.
  - 4: Pet defecates or urinates in apartment, common areas or grounds.
  - 5: Landlord finds pet out of control:
    - a. Dog/cat off leash or tied up outside the apartment
    - b. Bird not caged.
  - 6: Upon expiration of municipal animal license.
  - 7: Upon expiration of inoculation, unless current.
  - 8: Upon any determination by the Housing Authority that pet is a danger and hazard to the health and safety of tenants, management and guest of housing development.
  - 9: All pets must be placed in a pet cage when leaving the home in case the Housing Authority needs to enter the premises in the event of an emergency or for an inspection.

**DEATH OF PET:**

The tenant shall be responsible for arranging for burial or other disposal, off the premises, of pets in the event of death of the pet.

**PET EMERGENCY CARE PLAN:**

The owner of the pet must provide two (2) sponsors, who will be responsible for the care of the pet in the event the tenant is incapacitated or taken from the apartment, or is otherwise unable to care for the pet; one sponsor being the original sponsor, who signed the Sponsor's Responsibility Form at the time of signing the original Lease. The second sponsor, preferably, will be a neighbor or someone in close proximity to the tenant.

**EMERGENCY PROVISION:**

If a tenant owning a pet is incapacitated or dies, the pet's health and/or safety is threatened and there is no State or Local authority (or a designated agent) to remove the pet, the tenant must place a provision on the Lease permitting the Authority to enter the premises, remove the pet and place the pet in a facility for not less than thirty (30) days. Before taking such action the Authority must establish that the responsible party listed on the pet registration is unwilling or unable to care for the pet. Costs of pet replacement as stated above will be paid from the Pet Security Deposit.

\_\_\_\_\_ (Sponsor)  
\_\_\_\_\_ (Sponsor)

PET PERMIT# \_\_\_\_\_  
PROJECT NAME: \_\_\_\_\_

- 1: Parties and dwelling unit:  
The parties of this permit are the Housing Authority of the Township of Berkeley, hereinafter referred to as the Management/Landlord, and \_\_\_\_\_, hereinafter referred to as the tenant. The Landlord leases to the Tenant unit # \_\_\_\_\_ located at \_\_\_\_\_.
- 2: Length of time (Term):  
The term of this permit shall begin on \_\_\_\_\_ and end in accord with the applicable provision of the Pet Policy.
- 3: Pet Security Deposit:  
The tenant has deposited \$ \_\_\_\_\_ with the landlord. The landlord will hold the pet security deposit for the period the pet occupies the unit. After the pet is removed from the unit, the landlord will determine whether the tenant is eligible for a refund of any or all of the Pet Security Deposit, and make such refund within (30) days. The Housing Authority agrees to place the deposit in an account of the type required under applicable State law, comply with such applicable law as to retention of the deposit, interest, and return of the deposit or portion thereof to the resident, and any other applicable requirements.
- 4: The tenant agrees to file a copy of any Municipal Registration or license with the landlord and to keep same current.
- 5: The tenant agrees to keep the pet properly inoculated for rabies and distemper, and to file proof that such inoculations or vaccinations are current.
- 6: The tenant agrees to assume all personal financial responsibility for damages to any personal or Housing Authority owned property caused by the pet, and assume personal responsibility for personal injury to any party caused by the pet.
- 7: The tenant hereby certifies and agrees to the general terms and conditions of the management of this pet by the tenant, and understands and acknowledges that the Pet Permit can be revoked for failure to allow and abide by the Pet Policy at anytime by the Housing Authority.
- 8: The tenant agrees in the event it becomes necessary for the landlord to retain or hire a lawyer to represent the landlord for the purpose of advising or preparing for, or conduction of a action for eviction of the tenant, or correction of pet damages, the tenant shall be obligated to pay and be liable to the landlord for the payment of all reasonable lawyer fees and court cost and same shall be considered to be additional rent due and owing, upon the presenting of a bill for same, to the tenant, if the landlord prevails in the action.
- 9: The tenant agrees to walk the pet at all times and it is only to defecate in designated areas and tenant is responsible to clean up after pet.

\_\_\_\_\_ TENANT \_\_\_\_\_ SPONSOR

\_\_\_\_\_ DATE

\_\_\_\_\_ HOUSING AUTHORITY REPRESENTATIVE

**HOUSING AUTHORITY OF THE TOWNSHIP OF BERKELEY**

**RESOLUTION 2007-1-6 (Amended)**

**Resolution to Approve the Charge for an Illegal Pet**

**WHEREAS**, the Board of Commissioners of the Township of Berkeley Housing Authority hereby agree to approve a \$ 50.00 charge per day for each illegal pet witnessed on Housing Authority property. Amount must be paid immediately and pet is to be removed from the premises.

**FURTHER**, the charge remains in effect until the Resident schedules an inspection that proves the pet has been removed from the premises or until the Resident files the required paperwork and pays the Pet Security Deposit.

**FURTHER**, this Resolution will amend the Public Housing Admissions and Continued Occupancy Policy, as well as, the Charge List.

This Resolution shall take effect immediately.

Date of Adoption: January 25, 2007

	AYE	NAY	ABSTAIN	ABSENT
Chairperson Lynne Nutley	<u>✓</u>	_____	_____	_____
Vice-Chairperson Jacquelyn Stokes	<u>✓</u>	_____	_____	_____
Commissioner Martin J. Supp	<u>✓</u>	_____	_____	_____
Commissioner Nilda Garibaldi	<u>✓</u>	_____	_____	_____
Commissioner Leonard Kibildis	_____	_____	_____	<u>✓</u>
Commissioner John Soltysik	_____	_____	_____	<u>✓</u>
Commissioner Judy Noonan	<u>✓</u>	_____	_____	_____

\_\_\_\_\_  
Grace Dekker, Secretary