

ANIMAL OWNERSHIP POLICY

A. Animal & Assistance Animal Rules

The following rules shall apply for the keeping of animals by Residents living in the units operated by the PHA. These rules also apply to assistance animals used by persons with disabilities with the exception of breed, size, and animal fee.

1. Common household animals as authorized by this policy means a domesticated animals, such as cats, dogs, fish, birds, rodents (including rabbits) and turtles, that are traditionally kept in the home for pleasure rather than for commercial purposes.
2. Residents will register their animal with the PHA **BEFORE** it is brought onto the PHA premises, and will update the registration annually. The registration will include: (*Appendix 1*)
 - a. Information sufficient to identify the animal and to demonstrate that it is a common household animal and a picture of the animal;
 - b. A certificate signed by a licensed veterinarian or a State or Local Authority empowered to inoculate animals, stating that the animal has received all inoculations required by applicable State and Local Law;
 - c. The name, address, and telephone number of one or more responsible parties who will care for the animal if the animal owner dies, is incapacitated, or is otherwise unable to care for the animal.
 - d. The registration will be updated annually at the annual re-examination of Residents' income.
 - e. A statement indicating that the animal owner has read the animal ownership rules and agrees to comply with them; (*Appendix 2*)
 - f. The PHA may refuse to register an animal if:
 - 1) The animal is not a common household animal;
 - 2) The keeping of the animal would violate any applicable house animal rule;
 - 3) The animal owner fails to provide complete animal registration information;
 - 4) The animal owner fails annually to update the animal registration;
 - 5) The PHA reasonably determines, based on the animal owners' habits and practices and the animal's temperament, that the animal owner will be unable to keep the animal in compliance with the animal rules and other legal obligations;
 - 6) Financial ability to care for the animal will not be a reason for the PHA to refuse to register an animal.

- g. The PHA will notify the animal owner if the PHA refuses to register an animal. The notice will:
- 1) State the reasons for refusing to register the animal;
 - 2) Be served on the animal owner in accordance with procedure outlined in paragraph B1 of this policy; and
 - 3) Be combined with a notice of an animal rule violation if appropriate.
3. Cats and dogs shall be limited to small breeds where total weight shall not exceed twenty (20) pounds and total height shall not exceed twelve (12) inches. Assistance animals are excluded from height and weight restrictions.
 4. No chows, pit bulls, German police dogs, or any other known fighter breed will be allowed on the premises. Assistance animals are excluded from breed restrictions.
 5. Animals shall be neutered or spayed, if applicable, and verified by veterinarian, cost to be paid by the owner. Animal owners will be required to present a certificate of health from their veterinarian verifying all required annual vaccines, initially and at re-examination/annually.
 6. A \$ 300.00 Animal/Pet Fee (non-refundable) shall be made to the PHA. Assistance animals are excluded from the Animal/Pet Fee.
 7. Animals shall be quartered in the Residents unit.
 8. Animals shall be kept on a leash and controlled by a responsible individual when taken outside.
 9. No dog houses will be allowed on the premises.
 10. Animals (dogs and cats), shall be allowed to run only on the owner's lawn and owners shall clean up animal's waste EACH day.
 11. The City Ordinance concerning animals will be complied with.
 12. Animals shall be removed from the premises when their conduct or condition is duly determined to constitute a nuisance or a threat to the health and safety of the animal owner, occupants, and staff of the PHA in accordance with paragraph B3 below.
 13. Birds must be kept in regular bird cages and not allowed to fly throughout the unit.
 14. Each resident family will be allowed to house only one (1) pet at any time. Visiting guests with animals will not be allowed.

15. Dishes or containers for food and water will be located within the owner's apartment. Food and/or table scraps will not be deposited on the owner's porches or yards.
16. Residents will not feed or water stray animals or wild animals.
17. Animals will not be allowed on specified common areas (under clotheslines, social rooms, office, maintenance space, etc.). Assistance animals are exempt from this restriction.
18. Each resident family will be responsible for the noise or odor caused by their animal. Obnoxious odors can cause health problems and will not be tolerated.
19. Each resident family will be responsible for controlling the conduct of their animal during inspections, pest control, maintenance, etc. Failure of the PHA to gain access to the unit during scheduled maintenance will result in an animal violation notice (described herein) being sent to the resident. **Note: PHA will not call resident to come secure animal for scheduled maintenance.**

B. Animal Violation Procedure

1. **NOTICE OF ANIMAL RULE VIOLATION (Appendix 3):** When the PHA determines on the basis of objective facts supported by written statements, that an animal owner has violated one or more of these rules governing the owning or keeping of animals, the PHA will:
 - a. Serve a notice of the animal rule violation on the owner by sending a letter by first class mail, properly stamped and addressed to the Resident at the leased dwelling unit, with a proper return address, or serve a copy of the notice on any adult answering the door at the Residents' leased dwelling unit, or if no adult responds, by placing the notice under or through the door, if possible, or else by attaching the notice to the door;
 - b. The notice of animal rule violation must contain a brief statement of the factual basis for the determination and the animal rule or rules alleged to be violated;
 - c. The notice must state that the animal owner has ten (10) days from the effective date of service of notice to correct the violation (including, in appropriate circumstances, removal of the animal) or to make a written request for a meeting to discuss the violation, (the effective date of service is that day that the notice is delivered or mailed, or in the case of service by posting, on the day that the notice was initially posted);
 - d. The notice must state that the animal owner is entitled to be accompanied by another person on his or her choice at the meeting;
 - e. The notice must state that the animal owners' failure to correct the violation, to request a meeting, or to appear at a requested meeting may result in initiation of procedures to terminate the animal owners' residency.

2. **ANIMAL RULE VIOLATION MEETING:** If the animal owner makes a timely request for a meeting to discuss an alleged animal rule violation, the PHA shall establish a mutually agreeable time and place for the meeting to be held within fifteen (15) days from the effective date of service of the notice of animal rule violation (unless the PHA agrees to a later date).
 - a. The PHA and the animal owner shall discuss any alleged animal rule violation and attempt to correct it and reach an agreeable understanding.
 - b. The PHA may, as a result of the meeting, give the animal owner additional time to correct the violation.
 - c. Whatever decision or agreements, if any, are made will be reduced to writing, signed by both parties, with one copy for the animal owner and one copy placed in the PHAs Resident file.

3. **NOTICE OF ANIMAL REMOVAL:** If the animal owner and the PHA are unable to resolve the animal rule violation at the animal rule violation meeting, or if the PHA determines that the animal owner has failed to correct the animal rule violation within any additional time provided for this purpose under paragraph B1 above (or at the meeting, if appropriate), requiring the animal owner to remove the animal. This notice must:
 - a. Contain a brief statement of the factual basis for the determination and the animal rule or rules that have been violated;
 - b. State that the animal owner must remove the animal within ten (10) days of the effective date of service of notice or animal removal (or the meeting, if the notice is served at the meeting);
 - c. State the failure to remove the animal may result in initiation of procedures to terminate the animal owners' residency.

4. **INITIATION OF PROCEDURE TO TERMINATE ANIMAL OWNERS RESIDENCY:** The PHA will not initiate procedure to terminate an animal owners' residency based on an animal rule violation unless:
 - a. The animal owner has failed to remove the animal or correct the animal rule violation within the applicable time period specified in paragraph 3b above;
 - b. The animal rule violation is sufficient to begin procedures to terminate the animal owners' residency under the terms of the lease and application regulations;
 - c. Provisions of Resident's Lease, Section XV: "Termination of Lease" will apply in all cases.

C. Protection of the Animal

1. If the health or safety of an animal is threatened by the death or incapacity of the animal owner, or by other factors that render the animal owner unable to care for the animal, the PHA may:
 - a. Contact the responsible party or parties listed in the registration form and ask that they assume responsibility for the animal;
 - b. If the responsible party or parties are unwilling or unable to care for the animal, the Authority may contact the appropriate State or Local Authority (or designated agent of such Authority) and request the removal of the animal;
 - c. If the PHA is unable to contact the responsible parties despite reasonable efforts, action as outlined in 1b above will be followed; and
 - d. If none of the above actions reap results, the PHA may enter the animal owners' unit, remove the animal, and place the animal in a facility that will provide care and shelter until the animal owner or a representative of the animal owner is able to assume responsibility for the animal, but no longer than thirty (30) days. The cost of the animal care facility provided under this section shall be borne by the animal owner.

D. NUISANCE OR THREAT TO HEALTH OR SAFETY

Nothing in this policy prohibits the PHA or the Appropriate City Authority from requiring the removal of any animal from the PHA property. If the animal's conduct or condition is duly determined to constitute, under the provisions of State or Local Law, a nuisance or a threat to the health or safety of other occupants of the PHA property, staff, or of other persons in the community where the project is located.

E. APPLICATION OF RULES

1. Animal owners will be responsible and liable for any and all bodily harm to other residents or individuals and destruction of personal property belonging to others caused by owner's animal will be the moral and financial obligation of the animal owner.
2. All animal rules apply to resident and/or resident's guests.

Appendix 1

ANIMAL OWNERSHIP AGREEMENT

- 1. Management considers the keeping of animals a serious responsibility and a risk to each resident in the apartment. If you do not properly control and care for an animal, you will be held liable if it causes any damages or disturbs other residents.
- 2. **Conditional Authorization for Animal.** You may keep the animal that is described below in the apartment until Dwelling Lease is terminated. Management may terminate this authorization sooner if your right of occupancy is lawfully terminated or if you or your animal, your guests or any member of your household violates any of the rules contained in the PHA's Animal Ownership Policy or this Agreement.
- 3. **Animal/Pet Fee.** The Animal/Pet Fee will be \$ 300.00 . The Animal/Pet Fee is non-refundable. Assistance animals are excluded from the Animal/Pet Fee.
- 4. **Liability Not Limited.** The animal/pet fee under this Animal Agreement does not limit resident's liability for property damages, cleaning, deodorization, defleaing, replacements, or personal injuries.
- 5. **Description of Animal.** You may keep only one animal as described below. The animal may not exceed twelve (12) inches in height and twenty (20) pounds in weight. You may not substitute other animals for this one without amending this agreement. Assistance animals are exempt from size, breed, and fee regulations. This form must be completed for each assistance animal.

Animal's Name _____ Type _____

Breed _____ Color _____ Weight _____ Age _____

Housebroken? _____ City of License: _____ License No.: _____

Date of last Rabies shot _____

Name, address and phone number of person able to care for animal in case of resident's permanent or temporary inability to care for animals

Name _____

Address _____ Phone _____

Appendix 2

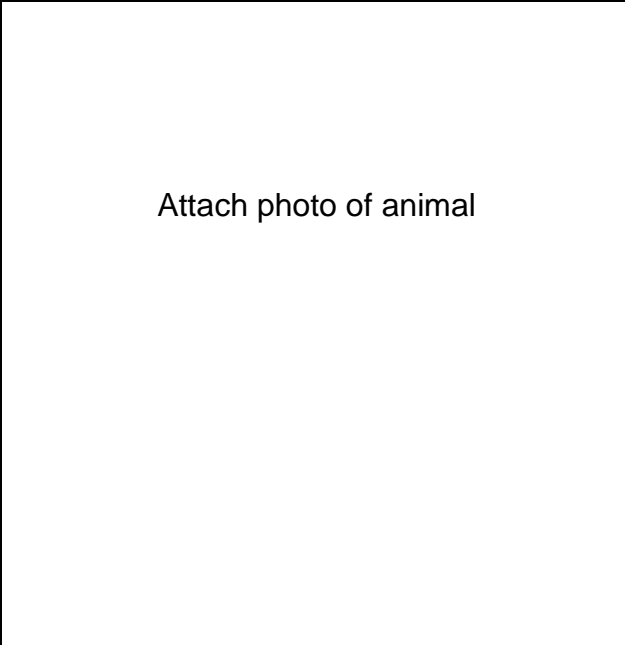
ANIMAL OWNERSHIP CERTIFICATION

By: _____

Title: _____

ATLANTA PROPERTY MANAGEMENT

DBA: NET PROPERTY MANAGEMENT
ATLANTA * HUGHES SPRINGS * LINDEN



Resident: _____

Resident: _____

Resident: _____

I have read, fully understand and will abide by the rules and regulations contained in the PHA'S Animal Ownership Policy and in this Animal Ownership Agreement.

Appendix 3

**ANIMAL OWNERSHIP POLICY
RULES VIOLATION NOTICE**

DATE:

TIME: (IF DELIVERED)

A.M.
P.M.

TO:

NAME OF RESIDENT:

STREET ADDRESS:

CITY, STATE, ZIP CODE

ANIMAL NAME OR TYPE:

This notice hereby informs you of the following rules violation:

Factual Basis for Determination of Violation:

As an animal owner you have ten (10) calendar days from the date shown on this notice (date notice delivered or mailed) in which to correct the violation or make a written request for a meeting to discuss the violation.

As an animal owner you are entitled to be accompanied by another person of your choice at the meeting.

Failure to correct the violation, to request a meeting, or to appear at the requested meeting may result in initiation of procedures to terminate your tenancy.

Executive Director

Date