

**Housing Authority of Bardstown
Dwelling Lease Addendum
Pet Policy**

Section I.

1. Pet Ownership: A tenant may own one or more common household pets, subject to the following conditions:
 - A. Each head of household may own up to two pets. If one of the pets is a dog or cat (or other four legged animal) then the second pet must be contained in a cage or an aquarium for fish. Each animal shall be counted as one pet except for fish.
 - B. If the pet is a dog or cat, it must be neutered/spayed by the age of six (6) months. Cats must be declawed by the age of three (3) months. The evidence can be provided by a statement or bill from a veterinarian or staff of the Humane Society. **The evidence must be provided prior to the execution of this agreement or within 10 days of the pet becoming the age to have these services completed.**

Tenant 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 tenant shall not permit refuse from the litter boxes to accumulate nor to become unsightly or unsanitary.

The weight of a cat cannot exceed 10 pounds (fully grown) and a dog may not exceed 20 pounds in weight (fully grown). All other four legged animals are limited to 10 pounds (fully grown).

- C. If the pet is a bird, it shall be housed in a birdcage and cannot be let out of the cage at any time.
- D. If the pet is a fish, the aquarium must be twenty gallons or less, and the container must be placed in a safe location in the unit. The tenant is limited to one 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.
- E. If the pet is a cat or dog, it must have received rabies and distemper inoculations or boosters, as applicable. Evidence of inoculations can be provided by a statement or bill from a veterinarian or staff of the Humane Society and must be provided before the execution of this agreement.
- F. All pets must be housed within the unit and no facilities can be constructed outside of the unit for any pet. No animal shall be permitted to be loose and if the pet is taken outside it must be taken outside on a

leash and kept off of other tenants lawns. Also, all pets must wear collars with identification at all times. Pets without a collar will be picked up immediately and transported to the Humane Society or other appropriate facility.

- G. All authorized pets must be under the control of an adult. An unleashed pet, or one tied to a fixed object, is not considered to be under the control of an adult. Pets which are unleashed, or leashed and unattended, on Housing Authority Property may be impounded and taken to the Humane Society. It shall be the responsibility of the tenant to reclaim the pet at the expense of the tenant. Also, if a member of the Housing Authority staff has to take a pet to the Humane Society, the tenant will be charged \$50.00 to cover the expense of taking the pet to the Humane Society.
- H. Pets may not be left unattended for more than twenty-four consecutive hours. If it is reported to Housing Authority staff that a pet has been left unattended for more than a twenty-four consecutive hour period, Housing Authority Staff may enter the unit and remove the pet and transfer the pet to the Humane Society. Any expense to remove and reclaim the pet from any facility will be the responsibility of the tenant. In the case of an emergency, the Housing Authority will work with the resident to allow more than 24 hours for the resident to make accommodations for the pet.
- I. Pet(s) as applicable must be weighed by a veterinarian or staff of the Humane Society. A statement containing the weight of the pet must be provided to the Housing Authority prior to the execution of this agreement and upon request by the Housing Authority.

Note: Any pet that is not fully grown will be weighed every six months. Also, any pet that exceeds the weight limit at any time during occupancy will not be an eligible pet and must be removed from Housing Authority property.

- 2. Responsible Pet Ownership: Each pet must be maintained responsibly and in accordance with this pet ownership lease addendum and in accordance with all applicable ordinances, state and local public health, animal control, and animal anti-cruelty laws and regulations governing pet ownership. Any waste generated by a pet must be properly and promptly disposed of by the tenant to avoid any unpleasant and unsanitary odor from being in the unit.
- 3. Prohibited Animals: Animals or breeds of animals that are considered by the Housing Authority to be vicious and/or intimidating will not be allowed. Some examples of animals that have a reputation of a vicious nature are: reptiles, Rottweiler, Doberman pinscher, pit bulldog, and/or any animal that displays vicious behavior. This determination will be made by the Housing Authority representative prior to the execution of this lease addendum.

4. Pets shall not disturb, interfere, or diminish the peaceful enjoyment of other tenants. The terms, “disturb, interfere or diminish” shall include but not be limited to barking, howling, chirping, biting, scratching and other like activities. This includes any pets who make noise continuously and/or incessantly for a period of ten minutes or intermittently for one-half hour or more and therefore disturbs any person at any time of the day or night. The Housing Manager will terminate this authorization if a pet disturbs other tenants under this section of the lease addendum. The tenant will be given one week to make other arrangements for the care of the pet or the dwelling lease will be terminated.
5. If the animal should become destructive, create a nuisance, represent a threat to the safety and security of other persons, or create a problem in the area of cleanliness and sanitation, the Housing Manager will notify the tenant, in writing, that the animal must be removed from the Public Housing Development, within 10 days of the date of the notice from the Housing Authority. The tenant may request a hearing, which will be handled according to the Housing Authority’s established grievance procedure. The pet may remain with the tenant during the hearing process unless the Housing Authority has determined that the pet may be a danger or threat to the safety and security of other persons. If this determination has been made by the Housing Authority, the pet must be immediately removed from the unit upon receipt of the notice from the Housing Authority.
6. The tenant is solely responsible for cleaning up the waste of the pet within the dwelling and on the premises of the Public Housing Development. If the pet is taken outside it must be on a leash at all times. If there is any visible waste by the pet it must be disposed of in a plastic bag, securely tied, and placed in the garbage receptacle for their unit. If the Housing Authority staff is required to clean any waste left by a pet, the tenant will be charged **\$5.00 for the removal of the waste per occurrence.**
7. The tenant shall have pets restrained so that maintenance can be performed in the apartment. The tenant shall, whenever an inspection or maintenance is scheduled, either be at home or shall have all animals restrained or caged. If a maintenance person enters an apartment where an animal is not restrained, maintenance shall not be performed, and the tenant shall be charged a fee of \$25.00. If this same situation again occurs, the pet shall be removed from the premises. Pets that are not caged or properly restrained may be impounded by animal control officers or by Housing Authority staff and taken to the local Humane Society. It shall be the responsibility of the tenant to reclaim the pet at the expense of the tenant. Also, if a member of the Housing Authority staff takes a pet to the Humane Society, the tenant will be charged an additional \$50.00 to cover the expense of taking the pet to the Humane Society. The

Housing Authority shall not be responsible if any animal escapes from the residence due to maintenance, inspections or other activities of the landlord.

8. Pets may not be bred or used for any commercial purposes.

Section II. SCHEDULE OF ANNUAL FEES AND INITIAL DEPOSIT

**FEE AND DEPOSIT SCHEDULE
(An annual fee and deposit is required for pet)**

| Type of Pet | Fee | Deposit |
|-------------------------|------------|----------------|
| Dog | \$100.00 | \$200.00 |
| Cat | \$100.00 | \$150.00 |
| Fish (over ten gallon) | \$ 0.00 | \$ 50.00 |
| Fish (under ten gallon) | \$ 0.00 | \$ 0.00 |
| Caged Pets | \$100.00 | \$150.00 |

Only 1 four-legged pet is permitted.(Cat or Dog)

The entire annual fee must be paid and \$50.00 of the deposit (subject to the exception listed below) must be paid prior to the execution of the lease addendum. The balance of \$150.00 may be paid in monthly installments of \$10.00 per month until paid in full.

No pet shall be allowed in the unit prior to the completion of the terms of this policy. The annual fee shall be paid at the time of reexamination each year and all proof of inoculations and other requirements shall be made available to the Housing Authority at such time. The Annual Fee is not reimbursable. The deposit made shall be utilized to offset damages caused by the pet and/or tenant. Any balance from the deposit will be refunded to the tenant. **THERE SHALL BE NO REFUND OF THE ANNUAL FEE.**

It is a serious violation of the lease for any tenant 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 Paragraph IX (u) of the lease (a serious violation) and the Housing Authority will issue a termination notice. The tenant will be entitled to a grievance hearing in accordance with the provisions of Paragraph 5 of this Pet Policy or the Grievance Procedure, as applicable.

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| Resident Signature | Date | Housing Authority Signature | Date |
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