

Lease Attachment
Pet Ownership Policy

1) Introduction

In accordance with HUD regulations, SSHA will attempt to accommodate pet owning applicants and Residents at the Vanderbilt Terrace and Jefferson Terrace apartments according to our eligibility, selection, admissions and pet ownership policies. Currently, all floors at the Stonequist Apartments are designated “pet free”. In order to be registered, pets must be appropriately inoculated against rabies, distemper and other conditions prescribed by state and/or local ordinances. They must comply with all other state and local public health, animal control, and anti-cruelty laws including any licensing requirements; valid license must be filed with SSHA. A certification signed by a licensed veterinarian or state or local official shall be annually filed with SSHA to attest to the inoculations. Pet owners will also be required to produce a certificate of insurance to protect the SSHA from any damage to persons or SSHA property caused by the pet.

2) Pet Defined

SSHA will allow only common household pets. Common household pet means a domesticated animal, such as a dog, cat, bird, caged rodent (including a rabbit), fish, or turtle that is traditionally kept in the home for pleasure rather than for commercial purposes.

Snakes and other reptiles are prohibited.

The breeding of any animal is prohibited.

All dogs and cats must be spayed or neutered before they become six months old. A licensed veterinarian must verify this fact.

3) Approval

Residents must have the prior written approval of SSHA before moving a pet into their unit. Residents must request approval on the Authorization for Pet Ownership Form (attached) that must be fully completed before SSHA will approve the request. Residents must give SSHA a picture of the pet so it can be identified.

4) Pet Deposit

A pet deposit of **\$100.00** is required at the time of registering a pet. 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. If more than one pet is approved, a separate deposit is required for each pet. The deposit must be paid in full in advance of bringing a pet into an apartment.

5) Designated Prohibited Areas

Pets must be kept in the owner's apartment or on **a leash at all times** when outside the unit (no outdoor cages or fences may be constructed). Pets will be allowed only in

designated areas on the grounds of the property if SSHA designates a pet area for the particular site. Pet owners must clean up after their pets and are responsible for disposing of pet waste. If a resident fails to immediately clean up after their pet defecates on SSHA property, SSHA staff may dispose of the waste and a \$25 dollar charge will be made to the residents account. Dogs are not to be left unattended on “tie-outs” and tie outs are to be removed from lawn areas when pets are brought back into the apartment. Any SMHA equipment damage resulting from an unattended “tie-out” will be charged to the resident.

With the exception of approved assistance animals, no pets shall be allowed in community rooms, community room kitchens, laundry rooms, public bathrooms, lobbies, hallways, playgrounds or offices in any of our sites.

To accommodate residents who have medically certified allergic or phobic reactions to dogs, cats, or other pets, those pets may be barred from certain wings (or floors) in our development(s)/(building(s)). This shall be implemented based on demand for this service. The Stonequist building is designated “pet free” on all floors due to the aforementioned circumstances.

6) Requirements Placed on Pet Owners

Only one (1) pet per apartment is allowed at any time unless permission is granted for additional pets by SSHA. Any request for additional pets shall be in writing stating the special conditions that exist to justify keeping more than one pet.

In order to be registered, pets must be appropriately inoculated against rabies, distemper and other conditions prescribed by state and/or local ordinances. They must comply with all other state and local public health, animal control, and anti-cruelty laws including any licensing requirements; valid license must be filed with SSHA. A certification signed by a licensed veterinarian or state or local official shall be annually filed with SSHA to attest to the inoculations.

At SSHA’s request, a Tenant shall provide a statement from their physician verifying Tenant’s ability to care for a pet.

Tenants owning a cat shall provide in the apartment a litter tray for the animal’s use. Waste is to be separated daily, placed in a properly wrapped, non-absorbent bag and properly disposed of. Cat litter shall be changed frequently to avoid unsanitary conditions. Under no circumstances shall cat litter be flushed down any toilet or other household drain. Any costs incurred by the SSHA as a result of the failure to abide by this restriction will be passed on to the resident.

Any Resident who owns or keeps a pet in their dwelling unit will be required to pay for any damages caused by the pet. Also, any pet-related insect infestation in the pet owner's unit will be the financial responsibility of the pet owner and SSHA reserves the right to exterminate and charge the resident.

A pet owner shall physically control or confine his/her pet during the times when SSHA employees, agents of SSHA or others must enter the pet owner's apartment to conduct business, provide services, enforce lease terms, etc.

If a pet causes harm to any person, the pet's owner shall be required to permanently remove the pet from SSHA's property within 24 hours of written notice from SSHA. The pet owner may also be subject to termination of his/her dwelling lease.

A pet owner who violated any other conditions of this policy may be required to remove his/her pet from the development within 10 days of written notice from SSHA. The pet owner may also be subject to termination of his/her dwelling lease.

SSHA's grievance procedures shall be applicable to all individual grievances or disputes arising out of violations or alleged violations of this policy.

The pet and its living quarters must be maintained in a manner to prevent odors and any other unsanitary conditions in the owner's unit and surrounding areas. If upon inspection by SSHA personnel, it is discovered that animals are urinating or defecating on the floors of the apartment, the SSHA will require the removal of the animal upon a written notice. The cost to repair the damage caused by this negligence will be passed on to the resident.

Repeated substantiated complaints by neighbors or SSHA personnel regarding pets disturbing the peace of neighbors through noise, odor, animal waste, or other nuisance may result in the owner having to remove the pet or move him/herself.

Pets that make noise continuously, including but not limited to barking, and/or whining incessantly for a period of 10 minutes or intermittently for one half hour or more to the disturbance of any person at any time of day or night shall be considered a nuisance.

7) Restrictions on Certain Pets

The keeping of snakes or any other reptiles (other than turtles) is prohibited.

Any animal deemed to be potentially harmful or dangerous to the health or safety of others, including but not limited to attack or fight trained dogs, is prohibited.

Dogs weighing more than twenty (20) pounds at maturity are prohibited. SSHA shall not be responsible for forecasting the weight of a dog that is not full grown. If a growing dog weighing 20 pounds or less is approved by SSHA, and the dog matures to a weight greater than 20 pounds, the dog will be in the prohibited weight class and must be removed from SSHA property. An attached list of small breed dogs that the American Kennel Club projects to meet the weight requirement is provided.

Fish tanks in excess of ten (10) gallons are prohibited.

8) Removal of Pets

SSHA, or an appropriate community authority, shall require the removal of any pet from

an apartment or other SSHA property if the pet's conduct or condition is determined to be a nuisance or threat to the health or safety of other occupants of the property or of other persons in the community where the project is located, including SSHA staff and Contractors, or if the health and safety of the pet is at risk.

In the event of illness or death of pet owner, or in the case of an emergency which would prevent the pet owner from properly caring for the pet, SSHA has permission to call the emergency caregiver designated by the resident or the local Pet Law Enforcement Agency to take the pet and care for it until family or friends can claim the pet and assume responsibility for it. Any expenses incurred will be the responsibility of the original pet owner, or the new pet owner.

9) Assistive Animals

This policy does not apply to service animals, support animals, assistance animals, or therapy animals that are used to assist persons with disabilities. These animals are allowed in all public housing facilities with no restrictions other than those imposed on all tenants to maintain their units and associated facilities in a decent, safe, and sanitary manner and to refrain from disturbing their neighbors. The person requesting this exclusion to the Pet Policy of this housing authority must have a disability and the accommodation must be necessary to afford the person with a disability an equal opportunity to use and enjoy a dwelling.

To show that a requested accommodation may be necessary, there must be an identifiable relationship, or nexus, between the requested accommodation and the person's disability. The SSHA will verify the existence of the disability, and the need for the accommodation— if either is not readily apparent. Accordingly, persons who are seeking a reasonable accommodation for an emotional support animal will be required to provide documentation from a physician, psychiatrist, social worker, or other mental health professional that the animal provides support that alleviates at least one of the identified symptoms or effects of the existing disability.

In addition, the SSHA is not required to provide any reasonable accommodation that would pose a direct threat to the health or safety of others. Thus, if the particular animal requested by the individual with a disability has a history of dangerous behavior, we will not accept the animal into our housing. Moreover, we are not required to make a reasonable accommodation if the presence of the assistance animal would (1) result in substantial physical damage to the property of others unless the threat can be eliminated or significantly reduced by a reasonable accommodation; (2) pose an undue financial and administrative burden; or (3) fundamentally alter the nature of the provider's operations.

**Saratoga Springs Housing Authority
Authorization for Pet Ownership Form**

Pet Owner's Name: _____

Pet Owner's Address _____

Home telephone: _____ Work Telephone: _____

Pet's Name: _____

Type or Breed _____

Sprayed or Neutered? _____

License or ID Number: _____

Veterinarian Utilized: _____

Address: _____ Phone: _____

Emergency Caregiver for the Pet: _____

Address: _____ Phone: _____

Please check the appropriate box.

I, _____ do have a pet and have fully complied with the existing pet policy. I understand that my failure to fully comply may result in eviction from my apartment with the Saratoga Springs Housing Authority.

Signature of Pet Owner: _____ Date: _____

Approved By: _____ Date: _____

I, _____ do not have a pet, but understand that in the future if I decide to have a pet, that I will get permission from the SSHA prior to getting the pet and I have read and understand the rules governing pets and I and all members of my household promise to fully comply and will contact the Housing Authority with the appropriate information . I understand that my failure to fully comply may result in eviction from my apartment with the Saratoga Springs Housing Authority.

Resident Signature: _____ Date: _____

Approved By: _____ Date: _____

Please attach to this form the following:

- Picture of the Pet
- Municipal License
- Inoculations Certification, including Rabies