

RAD Pet Policy and Assistive Animal Policy

As of the RAD conversion date of _____ Roberta Housing has adopted a NO-PET policy. However, for RAD tenants who legally registered a pet prior to the RAD conversion, the existing pet will be allowed to remain on the basis of the following pet rules:

REGISTRATION

- a. All pets must be registered with management prior to the pet being placed in the unit. A photo of the pet will be kept on file with management.
- b. Possession of an unregistered pet is a serious lease violation and is grounds for lease termination.
- c. Registration will include a statement that the resident understands and agrees to the policy as an addendum to their lease. It will also include assumption of liability by the resident and agreement to hold the property harmless in the event of damage or injury caused by the presence of the pet.
- d. Registration must be completed prior to the resident obtaining the pet.
- e. Any pet not registered must be removed from the property immediately. Management will not register a previously unregistered pet discovered on the premises but will always require immediate removal.
- f. Registration is non-transferable to a different neighborhood. Pet owners must reapply for registration prior to transfer.
- g. Management reserves the right to reject any application for a pet for any reason listed herein.
- h. Management may revoke the permit at any time if, in the sole opinion of Management, the health, safety, or well-being of the neighborhood is threatened by the presence of the animal. Management is permitted (but not required) to take this action based on reports from residents or others.
- i. Residents are limited to one type of animal, either a dog, or a cat, or fish, or bird, and each type must meet the size and number limit.
- j. Animals other than a dog, a cat, birds, or fish are strictly forbidden.
- k. Resident must provide the name, address, and phone number of at least one responsible party who will care for the pet if the owner is unable to provide care.

LICENSING, VACCINATION, AND NEUTER STATUS

- a. All pets must be properly licensed and certified.
- b. Up to date shot records must be provided at each annual recertification.

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- c. Documentation that the animal has received all necessary vaccinations must be provided at the time of registration and annually.
- d. All pets must be neutered or spayed prior to approval of the animal.
- e. Management reserves the right to require documentation of all the above provisions.

FEEDING STRAY ANIMALS

The feeding of stray animals is strictly prohibited.

CONFINEMENT

- a. Pets must be on a leash or in a portable cage at all times when they are not inside a unit.
- b. Pets are not permitted to be kept on a chain.
- c. Pets are not permitted to roam in the neighborhood.
- d. Residents are prohibited from installing a fence, doghouse, outdoor structure, or shelter.

BEHAVIOR AND LIABILITY

- a. Management is not responsible for the actions of any animal, regardless of whether the animal is registered.
- b. The resident assumes complete liability for any damages or injuries caused by the presence of his/her pet. If an employee or resident or visitor is injured or injury is threatened by a pet. Management reserves the right to revoke the permit and remove the animal permanently from the premise.
- c. Management and its employees shall not be held liable or responsible for the accidental escape of a pet or injury to a pet while the employee is inspecting the apartment, providing maintenance to the apartment, or providing any service to the apartment.

ODORS AND WASTE

- a. Management recognizes that animals may cause unpleasant odors, which may not be objectionable to the owner but which nevertheless may damage the property or become a nuisance. If, in the sole opinion of the Authority, an animal is causing unpleasant odors to occur, the permit will be revoked and the animal permanently removed from the premises.
- b. There shall be no stale litter boxes.
- c. All dogs shall use newspaper inside the apartment or deposit waste only in the yard of the resident to whom the animal is registered. If Management determines that natural breakdown is insufficient to absorb the waste, then Management reserves the right to require the resident to remove wastes from their yard.
- d. It is a violation of this policy for the registered dog of a resident to excrete waste on the common areas of the neighborhood or on any other premises.

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NOISE AND OTHER DISTURBANCES

- a. Management reserves the right to revoke the registration and require the removal of any pet, which in Management's sole judgment, creates excess noise or other disturbances.
- b. Excessive noise or other disturbances include but are not limited to loud or chronic barking, howling, crying, and snorting which is audible outside the residents unit.

ANIMAL TYPES AND SIZE LIMITS

In addition to the limits provided below, residents are not permitted to own or keep any non-domesticated animals, livestock or any animal, which is in violation of the City of Roberta ordinances regarding pet ownership. Only dogs, cats, fish, and birds will be permitted on the premises.

Dogs

- a. Residents are limited to one (1) dog, no more than 20 pounds at full maturity.
- b. Residents are not permitted to own any dog trained or bred for attacking, fighting, or combat purposes.

Cats

Residents are limited to one (1) common domesticated cat, no more than 20 pounds.

Birds (no deposit or fee)

- a. Residents are limited to two (2) birds, no more than two (2) ounces per bird.
- b. Residents are not permitted to have any birds of prey.
- c. All birds must be maintained in a self-contained cage, which is kept, clean and odor-free.
- d. Birds may not be allowed to fly free inside the apartment.

Fish (no deposit or fee)

- a. Residents are permitted to keep fish in an aquarium or fish bowl as long as the aquarium or fish bowl does not exceed 20 gallons in capacity.
- b. Residents are required to promptly remove dead fish from the apartment and to keep the aquarium or fish bowl in a sanitary manner.

VIOLATION OF PET POLICY

- a. Failure by the Head of Household to adhere to the rules of the Pet Policy will cause Management to demand that the Head of Household remove the pet immediately from the premises.
- b. Failure to adhere to this policy is a lease violation. Continued or serious violations could result in lease cancellation and eviction.
- c. Refusal by the Head of Household to remove a pet upon demand will be considered a serious lease violation, which could result in eviction proceedings against the Resident in accordance with the Dwelling Lease.

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ASSISTANCE ANIMAL POLICY

The Federal Fair Housing Act requires that applicants and tenants with disabilities be provided with reasonable accommodations as needed. The following Assistive Animal Policy has been developed in order to afford persons with disabilities the reasonable accommodation of being accompanied by an assistive/service animal while residing in the complex.

- a. The property's Assistive Animal Policy applies to animals that assist, support, or provide services to persons with disabilities.
- b. Management will waive the deposit, size, weight, and type limitations for animals that provide necessary services to the disabled owner as a reasonable accommodation.
- c. Each disabled tenant who owns an animal(s) that assists, supports, or provides services to them should notify the Management that they own such an animal and obtain an assist animal registration in compliance with state and local regulations. Management reserves the right to require verification from a third-party professional that the animal is necessary to assist, support, or provide services to the disabled tenant.
- d. Any disabled resident who keeps an assistive animal must comply with all other portions of their lease and this policy, including but not limited to the rules regarding waste, noise, odors, or injury to others. Any violations of the lease and/or Assistive Animal Policy may result in termination of the lease.
- e. The animal must never be allowed to defecate on any property, public or private except the tenant's own property, unless the tenant immediately removes the waste.
- f. The owner must provide written verification that the animal is properly licensed and vaccinated.
- g. The tenant must properly dispose of waste and/or litter from the unit.
- h. Service animals may be any type of animal and any breed, size, or weight, and an accommodation may involve more than one service animal.
- i. The animal may not be prone to excessive noise or other disturbances including but are not limited to loud or chronic barking, howling, crying, and snorting which is audible outside the resident's unit.
- j. The tenant is responsible for the care of his/her service animal. The animal must be supervised and the tenant must have full control of the animal at all times. When in the common areas, the animal must be on a leash, in a carrier, or otherwise in the direct control of the animal owner.
- k. When in the presence of others, the animal is expected to be well behaved.

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I have read and understand the above Pet Policy and Assistance Animal Policy. I understand that serious or repeated violations of the Pet Policy and/or Assistive Animal Policy may result in a proposed termination of my lease agreement.

I agree to hold Roberta Housing and all employees thereof harmless from any liability which arises out of any incident involving owner's pet.

Head of Household

Date

Spouse or Adult Household Member

Date