

# PET POLICY / PET AGREEMENT

## Definitions

**Pet** (i.e., common household pet) is a domesticated animal, such as a dog, cat, bird, or fish that is traditionally kept in the home for pleasure rather than for commercial purposes. Common household pets do not include reptiles. A pet is not an animal that is used to assist a person with disabilities. Refer to the Housing Authority's Policy on Assistance Animals for additional information.

### I. Applicable Law

- A. Federal regulations on Pet Ownership for the Elderly and Persons with Disabilities apply to multifamily housing projects for the elderly and persons with disabilities. (24 CFR Part 5)
- B. California law states that residents 60 years of age and over may not be prohibited from keeping up to two pets. (CA Health and Safety Code 19901)

### II. Exclusions

The Housing Authority will not apply or enforce any Pet rules or require a Tenant to enter into the Pet Policy/Agreement when an animal is necessary as a reasonable accommodation to assist, support, or provide service to a person with disabilities.

### III. Where Pets are Permitted

Pets are permitted for seniors 60 years of age and older and at Esperanza under the following circumstances:

- A. At Esperanza, pets that were allowed for non-senior residents who obtained permission to have that pet prior to August 21, 2009. No new or replacement pets for non-seniors will be allowed.
- B. At Independence Plaza, pets are allowed on all four floors of Building 707 and all three floors of Building 705; however, dogs are limited to the first floor of both buildings. Pets residing on the second and third floors in Buildings 705 and 707 are allowed to remain in place; however, the tenants will be relocated to the first floor of these buildings as vacancies become available. Pets are not permitted in Building 703.

### IV. Pet Rules

- A. Tenant must enter read and understand this Pet Policy/Agreement, which is an Addendum to the Rental Agreement, prior to bringing any pet onto the premises. Tenant also must provide proof the pet meets the description of a "common household pet" as defined above and that meet the criteria outlined below
- B. The following types of common household pets are permitted under the following criteria:

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### Dogs:

- Maximum number – one (1)
- Maximum adult weight – 20 pounds
- Housebroken
- Spayed or neutered
- All required vaccinations
- Licensed

### Cats:

- Maximum number – one (1)
- Spayed or neutered
- All required vaccinations
- Litter box trained

### Birds:

- Maximum number – two (2)
- Maintained in cage at all times
- Does not include ducks, geese, pigeons, doves, or birds of prey
- Cages may be no larger than six feet high by three feet wide by two feet deep, and must have a removable litter tray.

### Fish:

- Maximum number – an aquarium counts as one (1)
- Maximum aquarium size – 40 pounds
- Aquarium must be sealed against all leakage
- Aquarium maintained on approved stand

- C. All other types of animals are prohibited. Dangerous breeds, if not already limited by size, are not permitted. Dangerous breeds include any breed that is described as territorial or aggressive or has a known history of such behavior.
- D. A maximum number of two pets is permitted in any configuration that meets the criteria outlined IV. B.

## V. Pet Registration

- A. Tenant must register his/her pet with the Housing Authority (Exhibit A) before bringing the pet onto the property. The registration must be updated annually. The registration will include all of the following:
1. A certificate signed by a licensed veterinarian or a state or local authority empowered to inoculate animals (or designated agent of such authority) stating that the pet has received all inoculations required by applicable law, the pet has no communicable disease, and is pest free.
  2. Information sufficient to identify the pet and to demonstrate that it is a common household pet.
  3. The name, address, and phone number of one or more responsible parties who will care for the pet if the pet owner dies, is incapacitated, or is otherwise unable to care for the pet.

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4. Any additional information necessary to ensure compliance with the pet rules.

### B. Pet Registration Refusal

The Housing Authority will refuse to register the pet if any of the following conditions apply:

1. The pet is not a common household pet and meets the criteria outlined in IV. B.
2. Keeping the pet would violate any applicable pet rule.
3. The pet owner fails to provide complete pet registration information or fails annually to update the pet registration.
4. The pet owner has previously been charged with animal cruelty under state or local law, or has been evicted, had to relinquish a pet or been prohibited from future pet ownership due to pet rule violations or a court order.
5. The Housing Authority reasonably determines, based on the pet owner's habits and practices that the pet owner will be unable to keep the pet in compliance with the pet rules and other lease obligations. The pet's temperament will be considered as a factor in determining the pet owner's ability to comply with the pet rules and other lease obligations.
6. The pet owner will not designate an alternate caregiver for the pet if the pet owner is unable to care for the animal.
7. The pet owner will not authorize the Housing Authority to board the pet if the owner or alternate caregiver cannot or will not care for the animal.

### C. Pet Registration Revocation

The Housing Authority will revoke the registration if the Housing Authority determines that:

1. The pet is not properly cared for or is being kept in violation of state law or local ordinances regarding humane treatment or health of the pet.
2. The pet presents a threat to the safety and security of other tenants, Housing Authority employees or its agents, contractors, and other on the property.
3. The pet disturbs other tenants by making excessive noise or becomes destructive.
4. The alternate caregiver for the pet rescinds his/her commitment to care for the animal in the event the owner is unable to do so and there is no replacement.
5. The tenant has failed to comply with any of the requirements of this Policy.

The Housing Authority may require the removal of the pet from the premises or the tenant to vacate the unit, if the pet constitutes a threat or nuisance to other

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residents or Housing Authority employees or agents or there are any other violations of these rules.

### D. **Notification of Housing Authority Action**

Tenant will be notified in writing if the Housing Authority determines to refuse or revoke a pet registration. This notice will be sent via U.S. Mail or hand-delivered to an adult member of the household.

## VI. Pet Deposit

- A. A pet deposit of \$150.00 will be charged for each pet. This deposit is payable in advance and will be fully refundable at the time the tenant moves or disposes of the pet, provided that no pet-related damage has occurred to the unit. A deposit of \$300.00 will be charged for each pet where an alternate caregiver is not designated. **An exemption from pet deposit charges will be made for fish in bowls of less than three gallon capacity and for small birds, such as parakeets, canaries, or finches**, unless there is no designated alternate caregiver, in which case, the deposit of \$150.00 per pet remains. Management reserves the right to change this deposit amounts at any time as required to keep up with the cost of making pet-related damage repairs, cleaning, and insect infestation treatment, or boarding pets.
- B. Tenant, not the Housing Authority, shall be liable for personal or property damage caused by the keeping of any pet animal on the premises. The tenant's liability for damages caused by his/her pet is not limited to the amount of the pet deposit. The Housing Authority will deduct amounts from the deposit to cover the cost of damage repair/cleaning/infestation treatment that resulted from the pet's occupancy of the unit; however, the tenant must agree to pay the Housing Authority for any and all pet-related costs even if the costs exceed that security deposit.
- C. At termination of the Pet Policy/Agreement, any balance will be added to the Rental Agreement security deposit, and disbursed upon move-out as required by law.

## VII. Pet Rules

### A. **Pet Restraint, Pet Area, Exercise, and Leash Restrictions**

1. Pet owners must keep their pets under control at all times.
2. Pets must remain inside Tenant's unit, unless on leashed or in a portable carry cage while in the common areas. Tenant may not alter his/her unit, patio or unit area to create an enclosure for an animal. Installation of a pet door is prohibited.
3. Pets are allowed in common areas such as the lobby and hallways only to enter or exit the building. In order to avoid residents feeling threatened or fearing allergic reactions, pets are not permitted in any non-pet building including 703 Atlantic Avenue, even when picking up mail. Pets are not allowed in the community rooms, laundry rooms, or other common areas.

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4. Pets may not be leashed or tied to any stationary object outside Tenants' units.
5. Pets cannot be kept, bred, or used for any commercial purpose.

### **B. Standard of Care**

1. Pet owners will provide adequate care, nutrition, exercise and medical attention for their pets. With the exception of caged birds and aquariums not causing a health hazard or nuisance, pets may not be left unattended for 24 hours or more, or 12 hours for a dog. Any pet left unattended for 24 hours or more (12 hours for a dog) or whose health is jeopardized by the tenant's neglect, mistreatment, or inability to care for the animal will be reported to the caregiver, or if not available, to the SPCA or other appropriate authority. Such circumstances will be deemed an emergency for the purposes of the Housing Authority's right to enter to allow such authority to remove the pet from the premises. The Housing Authority accepts no responsibility for the pet under such circumstances. Any expense incurred will be the pet owner's responsibility.
2. If the pet owner is ill, the pet owner agrees that the Housing Authority is authorized to contact the designated alternate caregiver or to board the pet if the alternate caregiver is unwilling or unable to provide care for the pet. Expenses related to the care of the pet will be the responsibility of the pet owner.

### **C. Designation and Use of Alternative Caregiver**

1. Tenant, as part of Pet Registration, must designate a responsible party to care for the pet under any conditions that render the pet owner unable to do so. The designee also will be required to sign a statement that he/she will be responsible for the pet and will abide by the rules of this policy / agreement.
2. The alternative caregiver will be contacted if the Housing Authority is unable to contact the pet owner under the following circumstances:
  - The owner is clearly not caring for or cannot care for the pet.
  - When a question about the health or well being of the pet arises.
  - The pet's behavior poses a threat to others.
  - There is danger of serious bodily harm to a person or animal.
  - When a pet is left unattended for more than 24 hours, or in the case of a dog, 12 hours.
3. The tenant may authorize the Housing Authority to board the pet rather than designating an alternate caregiver. In such cases, the security deposit will be increased to cover potential boarding fees. The tenant is responsible for all such fees. Refer to section VI.
4. Unwillingness on the part of named caretakers to assume custody of the pet will result in the Housing Authority boarding the pet until such time as the

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security deposit is exhausted. At that time, the Housing Authority is relieved of any requirement to adhere to any written instructions with respect to the care or disposal of a pet and will be considered authorization for the Housing Authority to exercise discretion in such regard consistent with State or local guidelines.

### **D. Sanitary Standards, Waste Handling, and Disposal**

1. Use of housing complex grounds for sanitary purposes is prohibited.
2. Pet owners must not permit his/her pet to commit a nuisance in any other part of the exterior or interior common areas.
3. Pet owners are responsible for cleaning up and disposing of their pets' waste.
4. Cat litter boxes must be plastic or some other solid material that prevents leaks. Litter boxes must be kept inside the Tenant's unit. Litter must be disposed of frequently enough to keep the unit odor free and not less than once per week. Litter must be sealed in a plastic trash bag and properly disposed of in the trash bin. Tenants are prohibited from putting litter down any drains or flushing in toilets.
5. Pet owners must use adequate precautions to eliminate pet odors within or around the unit and to maintain the unit in a sanitary condition at all times.

### **E. Noise**

Tenants must control the noise of their pets so that they do not constitute a nuisance to other tenants thus interfering with the quiet enjoyment of other tenants; whether by loud barking, howling, biting, scratching, or other such activities. Failure to control pet noise may result in the removal of the pet from the premises.

### **F. Strays, Pet Sitting and Pets of Guests**

1. Tenant is prohibited from feeding stray animals or wildlife. Feeding or caring for strays will constitute having a pet without Housing Authority permission.
2. Tenant will not take care of pets for other persons.
3. Pets not owned by a tenant, or not properly registered, are not permitted on the premises, except that pets will be permitted as part of visiting pet programs sponsored by the Humane Society or other volunteer groups if there is prior Housing Authority authorization.

## **VIII. Compliance with Regulations**

Tenant must comply with all State of California codes and City of Alameda regulations regarding pet ownership.

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### IX. Inspections

Tenant will allow the Housing Authority to inspect the unit in accordance with the usual noticing procedures contained in the Rental Agreement for the purposes of determining compliance with the Pet Agreement and with all applicable government laws and regulations.

### X. Pet Owner Representations and Agreements

- A. Tenant acknowledges that other tenants may have chemical sensitivities or allergies related to pets or are easily frightened by such animals. The tenant, therefore, agrees to exercise common sense and common courtesy with respect to such other tenants' right to peaceful and quiet enjoyment of the Premises.
- B. Tenant represents that the pet is quiet and housebroken, and will not cause any damage or annoy other tenants.
- C. Tenant agrees to maintain his/her pet in healthy condition.

### XI. Conditions for Removal of Pet from the Premises

Tenants who violate these rules may be required to move the pet from the premises on a temporary or permanent basis for the following causes:

- A. Creation of a nuisance after proper notification consistent with Section ~~19~~ XII of this Pet Policy/Agreement.
- B. Excessive pet noise or odor with proper notification.
- C. Unruly or dangerous behavior.
- D. Excessive damage to the tenant's apartment unit or the property's common areas.
- E. Repeated problems with vermin or flea infestation.
- F. Failure of the tenant to provide for adequate care of his/her pet.
- G. Leaving a pet unattended as outlined in VII. B. 1.
- H. Failure of the tenant to provide adequate and appropriate vaccination of the pet.
- I. Tenant death or serious illness as outlined in VII. B. 2. and C.3.
- J. Failure to observe any other rule contained in this Policy/Agreement and not here listed upon proper notification.
- K. **Any pet that causes bodily injury to any tenant, guest, or Housing Authority employee or agent will be immediately and permanently removed from the premises without prior notification.**

### XII. Notification Policy

In the event that Tenant violates the Pet Policy/Agreement, the Housing Authority will provide notice as follows:

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### A. Creation of a Nuisance

1. The owner of any pet which creates a nuisance/violation of this Policy/Agreement upon the grounds or by excessive noise, odor or unruly behavior or violates any other provision of this Policy/Agreement will be notified of such nuisance/violation by the Housing Authority in writing and given no more than 72 hours to correct such nuisance/violation.
2. Consistent with the Housing Authority's Pet Policy/Agreement and State and local ordinance, the Housing Authority will take appropriate steps to remove a pet from the premises and/or terminate the tenancy in the event that the tenant fails to correct such a nuisance/violation within the 72-hour compliance period.

### B. Dangerous Behavior

1. Any pet which physically threatens and/or harms a tenant, guest, Housing Authority employee or agent, or other person on the premises, will be considered dangerous.
2. The Housing Authority will provide written notification to Tenant of his/her pet's dangerous behavior and the Tenant will have no more than 24 hours to correct the animal's behavior or remove the pet from the premises.
3. Consistent with this Housing Authority's policy, State and local ordinance, the Housing Authority will take appropriate steps to remove a pet from the premises or terminate the tenancy in the event that Tenant fails to correct the dangerous behavior of his/her pet within the compliance period.
4. **Any pet which causes bodily injury to any tenant, guest, Housing Authority employee or agent, or other person on the premises, will be immediately and permanently removed from the premises.**
5. Tenant's signature upon this Policy/Agreement will constitute permission for the Housing Authority to take this action in the event of physical harm or bodily injury caused by his/her pet.

### XIII. Damages, Liability, Hold Harmless

Tenant agrees to indemnify, defend, and hold the Housing Authority harmless from and against any and all claims, actions, suits, judgment, and demands brought by any other party on account of or in connection with any activity of or damage caused by the tenant's pet.

Tenant is required to use the Alternative Caregiver who will care for the pet in his/her absence. If pets are left unattended for more than twenty-four (24) hours and the Alternative Caregiver is unavailable, the Housing Authority may enter the dwelling unit, remove the pet, and transfer it to the proper authorities, subject to the provisions of California law and any pertinent local ordinances. The Housing Authority accepts no responsibility for the animal under such circumstances and any cost for the animal care facility will be the responsibility of the tenant.

### XIV. Attachments

Exhibit A: Pet Registration form

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AFFIDAVIT FOLLOWS ON NEXT PAGE.

Adopted by the Housing Commission

On: January 19, 2011

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AFFIDAVIT

I have read and understand the above Pet Policy/Agreement and agree to comply fully with all provisions. I understand that failure to comply may constitute reason for removal of my pet.

Where required by the Housing Authority to remove my pet from the premises, I agree to such removal and understand that my failure to do so will constitute grounds for eviction.

\_\_\_\_\_  
HEAD OF HOUSEHOLD

\_\_\_\_\_  
DATE

\_\_\_\_\_  
CO-HEAD OF HOUSEHOLD

\_\_\_\_\_  
DATE

The above named Tenant(s) has/have read and signed these rules in my presence.

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

\_\_\_\_\_  
DATE