

Eufaula Housing Authority Dwelling Lease Addendum

*This addendum is being Executed in accordance with Section XVI of the
Dwelling Lease to govern Pet Ownership in Public Housing*

As applicable, Section 526 of the Quality Housing and Work Responsibility Act of 1998 (Public Law 105-276, 112 Stat. 2451, 2568 (the Public Housing Reform Act of 1998) added new section 31 (captioned “**Pet Ownership in Public Housing**”) to the United States Housing Act of 1937. Section 31 establishes pet ownership requirements for tenants of public housing other than federally assisted rental housing for the elderly or persons with disabilities. Section 227 of the Housing-Rural Recovery Act of 1983 (12 U.S.C. 1701r-1) (the 1983 Act) covers pet ownership requirements for the elderly or persons with disabilities. This rule does not alter or affect these regulations in any way, nor would the regulation in Section 227 of the 1983 Act is being implemented by adding a new subpart G to 24 CFR part 960. The following must be complied with for pet ownership in the HA:

1. **PET OWNERSHIP:** A resident may own one or more common household pets or have one or more common household pets present in the dwelling unit of such resident, subject to the conditions as follows:
 - a. One pet, other than fish, is permitted for each family unit, regardless of bedroom size.
 - b. The weight of a cat cannot exceed 10 pounds (fully grown).The resident must provide litter boxes for cat waste, which must be kept inside the dwelling unit. The resident shall not permit refuse from litter boxes to accumulate nor to become unsightly or unsanitary.
 - 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 empty water container shall not be over 20 gallons and the container must be placed in a safe location in the unit. The resident 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 dog, it shall not weigh more than 25 pounds (fully grown).
 - f. All pets, as applicable, shall have rabies and distemper inoculations or boosters. Evidence of inoculations can be provided by a statement/bill from veterinarian or staff of the humane society.
 - g. 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 other residents lawns.
 - h. All authorized pet(s) must be under the control of an adult. An unleashed pet, or one tied to a fixed object, is not under the control of a adult. Pets which are unleashed, or leashed and unattended, on HA property will be impounded and taken to the local Humane Society. It shall be the responsibility of the resident to reclaim the pet and at the expense of the resident. Also, if a member of the HA

staff has to take a pet to the Humane Society the resident will be charged \$50.00 to cover the expense of taking the pet(s) to the Humane Society.

- i. Pet(s) may not be left alone unattended for more than twenty-four consecutive hours. If it is reported to HA staff that a pet(s) has been left unattended for more than a twenty-four (24) consecutive hour period, HA staff may enter the unit and remove the pet and transfer the pet to the humane society. Any expense to remove the pet from any facility will be the responsibility of the resident.
- j. All of the rules in Section 1, (parts a-i) previously mentioned must be verified by HA staff prior to execution of the lease agreement (primarily weight and inoculations).

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 HA property.

2. **RESPONSIBLE PET OWNERSHIP:** Each pet must be maintained responsibly 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 disposed of promptly to avoid any unpleasant and unsanitary odor from in the unit.
3. **PROHIBITED ANIMALS:** Animals that are considered vicious and/or intimidating will not be allowed. Some examples of animals that have a reputation of a vicious nature are: reptiles, Rottweiler, Doberman Pincher, Pit Bulldog, and/or any animal that displays vicious behavior. This determination will be made by a HA representative prior to the execution of this lease addendum. In addition, rabbits are prohibited. This list is not all inclusive and animals not listed in this section may also be prohibited.
4. **PEACEFUL ENJOYMENT:** Pet(s) shall not disturb, interfere or diminish the peaceful enjoyment of other residents. The terms, “disturb, interfere or diminish” shall include but not be limited to barking, howling, chirping, biting, scratching and other like activities. If so, the resident will be given one week to make arrangements for the care of the pet. If the animal should become destructive, create a nuisance, represent a threat to the safety and security of other residents, or create a problem in the area of cleanliness and sanitation, the Housing Manager will notify the resident, in writing, that the animal must be removed from the Public Housing Development. The resident may request a hearing, which will be handled according to the HA’s established grievance procedure.
5. **WASTE:** The Tenant is solely responsible for cleaning up the waste of the pet within the dwelling and on the grounds 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. If the HA staff is required to clean any waste left by a pet, the resident will be charged \$25.00 for the removal of the waste.

6. **MAINTENANCE CALLS:** The resident shall have canine pets restrained so that maintenance can be performed in the apartment. The resident 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 resident shall be charged a fee of \$25.00. If this same situation occurs again, the pet shall be removed from the premises. Pets that are not caged or properly restrained will be impounded and taken to the local Humane Shelter. It shall be the responsibility of the resident to reclaim the pet at the expense of the resident. Also, if a member of the HA staff has to take a pet to the Humane Society the resident will be charged an additional \$25.00 to cover the expense of taking the pet(s) to the Humane Society.

7. **FEES AND DEPOSITS:** A refundable pet deposit of \$150.00 is required. The pet deposit may be paid in increments of \$50.00 per month for 3 consecutive months. The first payment of \$50.00 must be paid prior to the execution of the dwelling lease addendum. The pet deposit will be used by the Landlord at the termination of the lease toward payment of any rent or toward any payment of any other costs made necessary because of resident's occupancy of the premises. Otherwise, the pet deposit, or any balance remaining, will be returned to the resident after the premises are vacated and all keys have been returned. Also, the pet deposit will be deposited in a non-interest bearing account by the HA.

Each resident is liable for any damage or injury whatsoever caused by pet(s) and shall pay the landlord or applicable party for any damages or injury caused by the pet(s). Liability insurance is strongly recommended for pet ownership.

Any violations of this Pet Policy and the ensuing Dwelling Lease Addendum will result in the removal of the pet(s) from the property of the HA and will not be allowed to own any type of pet in the future while being a occupant of the HA.

RESIDENT ACKNOWLEDGEMENT

After reading and/or having read to me this lease addendum I, _____ agree to the following:

I agree to abide by the requirements outlined in this lease addendum for pet ownership and to keep the pet(s) in accordance with this lease addendum.

I agree and understand that I am liable for any damage or injury whatsoever caused by pet(s) and shall pay the landlord or applicable party for any damages or injury caused by the pet(s). I also realize that I should obtain liability insurance for pet ownership and that paying for the insurance is my responsibility.

I agree to accept full responsibility and will not hold liable (indemnify) the landlord for any claims by or injuries to third parties or their property caused by my pet(s).

I agree to pay a refundable pet deposit of \$150.00 to the HA. The pet deposit may be paid in increments of \$50.00 per month for 3 consecutive months. The first payment of \$50.00 must be paid prior to the execution of this lease addendum. The pet deposit will be used by the Landlord at the termination of the lease toward payment of any rent or toward any payment of any other costs made necessary because of Tenant's occupancy of the premises. Otherwise, the pet deposit, or any balance remaining, will be returned to the Tenant after the premises are vacated and all keys have been returned. Also, the pet deposit will be deposited in a non-interest bearing account by the HA.

I agree and understand that violating this lease addendum will result in the removal of the pet(s) from the property of the HA and that I will not be allowed to own any type of pet in the future while being a occupant of the HA.

Head of Household Signature

Date

Housing Authority Representative Signature

Date