



## NEW HORIZON PROPERTY MANAGEMENT, INC. PET POLICY



This pet policy is applicable for both Elderly and Physically Disabled Properties

Section 227 of the Housing and Urban-Rural Recovery Act of 1983 provides that no owner or manager of federally assisted housing for the Physically Handicapped or the Elderly, may prohibit or prevent a tenant from owning or having common household pets living in the tenant's dwelling unit. To this end, New Horizon Property Management has adopted reasonable pet rules.

**Assistance Animals (or service animals)** - are animals that work, provide assistance, or perform tasks for the benefit of a person with a disability, or provide emotional support for persons with disabilities, such as the blind, deaf and others. Some of these animals are professionally trained, and some are trained by the owners themselves. These animals will be allowed as reasonable accommodation for the person with the disability.

**Note:** The Pet Rules do not apply to assistance animals and their owners, but the state and local health and safety laws will still have to be enforced. The tenant with the disability must still be responsible for the care and maintenance of the animal, along with the proper disposal of the assistance animal's waste.

### PET POLICIES

#### I. **SELECTION CRITERIA:**

##### a. APPROVAL

- i. The pet owner must provide to the project owner and/or his/her agent proof of the pet's good health and suitability under the standards set forth under Basic Guidelines in criteria. In addition, for the case of dogs and cats, proof must be given, and renewed annually, of the animal's licensing and vaccination record together with proof of spaying or neutering and, in the case of cats, of de-clawing.

##### b. BASIC GUIDELINES

- i. The following types of common household pets will be permitted under the following criteria:
  1. Dogs
    - a. Maximum number – one (1)
    - b. Must be mature – minimum one year old – NO PUPPIES
    - c. Maximum adult weight – 20 pounds
    - d. Must be housebroken
    - e. Must be spayed or neutered
    - f. Must have all required vaccinations
    - g. Must be licensed
  2. Cats
    - a. Maximum number – one (1)
    - b. Must be mature – minimum one year old – NO KITTENS
    - c. Must be de-clawed
    - d. Must be spayed or neutered
    - e. Must have all required vaccinations
    - f. Must be trained to the litter box
  3. Birds
    - a. Maximum number – two (2)
    - b. Must be maintained inside cage at all times
  4. Fish and Turtles
    - a. Maximum aquarium size – 10 gallons
    - b. Must be maintained properly and on approved stand
  5. Rodents
    - a. Must be caged at all times
    - b. Cages must be cleaned at least once a week
- ii. No other kinds of pets may be kept by tenants on the premises of this project.

- iii. Any tenant residing at this project prior to the implementation of these policies that has more than the allowable number of pets permitted under this rule will be permitted to keep those pets. However, any pets exceeding the allowable number cannot be replaced subsequent to the implementation date of these policies. (Note: Any tenant acquiring a pet subsequent to the implementation date of these policies shall comply with these guidelines.)

## II. PET DEPOSITS

- i. A pet deposit of \$300.00 is required for all pets. Management reserves the right to change this deposit amount consistent with federal guidelines. The initial payment must be at least \$50.00 at the time the pet is brought onto the premises. The balance shall be paid in installments each month until the amount is paid in full. The entire amount can be paid at one time, or the tenant can pay \$10.00 or more each month if they choose to do so.
- ii. Resident's liability for damages caused by his/her pet is not limited to the amount of the pet deposit and the resident will be required to reimburse the project for the real cost of any and all damages caused by his/her pet where they exceed the amount of the pet deposit.

## III. PET RULES

### i. DOGS AND CATS

1. Dogs and cats shall be maintained within the resident pet owner's unit. When outside, the pet shall be kept on a leash and under the control of the resident AT ALL TIMES. Under no circumstances shall any cat or dog be permitted to roam free in any common area.
2. All animal waste or litter from litter boxes shall be picked up immediately by the pet owner and disposed of in sealed plastic trash bags and placed in trash bins. Cat litter shall be changed at least weekly. Cat litter shall not be disposed of by flushing down toilets. Charges for unclogging toilets or clean-up of common area required because of attributable pet nuisance shall be billed to and paid by the resident pet owner. There will be a designated area for walking the pet. All waste must be picked up immediately and disposed of in plastic bags and deposited in the trash bin.
3. Resident pet owners agree to be responsible for immediately cleaning up any dirt tracked through the common area lobby, halls or elevators by his/her pet.
4. Resident pet owners agree to control the odor and noise of his/her pet so that it does not constitute a nuisance to other tenants. Failure to control pet noise or odor may result in the removal of the pet from the premises.
5. **ANY PET THAT CAUSES BODILY INJURY TO ANY TENANT, GUEST OR STAFF MEMBER SHALL BE IMMEDIATELY AND PERMANENTLY REMOVED FROM THE PREMISES WITHOUT PRIOR NOTIFICATION.**
6. No cat or dog shall be left unattended in any unit for longer than 8-12 hours.
7. All resident pet owners shall provide adequate care, nutrition, exercise and medical attention for his/her pet. Pets which appear to be poorly cared for or which are left unattended for longer than 8-12 hours will be reported to the SPCA or other appropriate authority and will be removed from the premises at the pet owner's expense.
8. In the event of a tenant's sudden illness the resident pet owner agrees that management shall have discretion with respect to the provision of care to the pet consistent with federal guidelines and at the expense of the resident pet owner unless advance written instructions with respect to such care are provided by the resident to the project office; i.e.. Pet Sponsor.
9. In the event of the death of a resident, the resident pet owner agrees that management shall have discretion to dispose of the pet consistent with federal guidelines unless written instructions with respect to such disposal are provided in advance by the resident to the project office; i.e. Pet Sponsor.
10. Unwillingness on the part of named Pet Sponsor of a pet per items #8 and #9 of this section to assume custody of the pet shall relieve management of any requirement to

adhere to any written instructions with respect to the care of disposal of a pet and shall be considered as authorization to management to exercise discretion in such regard consistent with federal guidelines.

11. Resident pet owners acknowledge that other residents may have chemical sensitivities or allergies related to pets or are easily frightened by such animals. The resident, therefore, agrees to exercise common sense and common courtesy with respect to such other resident's right to peaceful and quiet enjoyment of the premises.
12. Management may move to require the removal of a 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 IV of these Pet Rules.
  - b. Excessive pet noise or odor with proper notification.
  - c. Unruly or dangerous behavior.
  - d. Excessive damage to the resident's apartment unit and/or project common areas.
  - e. Repeated problems with vermin or flea infestation.
  - f. Failure of the tenant to provide adequate care of his/her pet.
  - g. Leaving a pet unattended for more than 12 hours.
  - h. Failure of the tenant to provide adequate and appropriate vaccination of the pet.
  - i. Tenant death and/or serious illness.
  - j. Failure to observe any other rule contained in this section and not here listed upon proper notification.

ii. **BIRDS**

1. Must be kept caged at all times.
2. Cage should be cleaned at least twice a week.
3. Waste must be disposed of in sealed plastic trash bag and placed in trash bin.
4. Excessive noise shall not be permitted.

iii. **FISH**

1. The aquarium shall not exceed 10 gallons and shall be placed on a management approved stand in a safe location within the unit.
2. Aquarium shall be maintained properly and odor free.
3. Water damage to walls, carpets, flooring, or the ceiling of the unit below caused by breakage or spillage of or from the aquarium shall be the responsibility of the tenant who shall be billed for repair costs as required.

IV. **NOTIFICATION POLICY:**

If any pet owner violates these pet rules, management shall provide notice of such violation as follows:

a. **CREATION OF A NUISANCE**

- i. The owner of any pet which creates a nuisance upon the grounds or by excessive noise, odor or unruly behavior shall be notified in writing of such nuisance by management. The pet owner has ten (10) days from the effective date of service of the notice to correct alleged violation, or to make a written request for a meeting to discuss.
- ii. Consistent with local and state ordinance, management shall take appropriate steps to remove a pet from the premises in the event that the pet owner fails to correct such a nuisance. The pet owner has ten (10) days from the effective date of service of the notice to correct alleged violations or make a written request for a meeting to discuss it.

b. **DANGEROUS BEHAVIOR**

- i. Any pet which physically threatens and/or harms a resident, guest, staff member or other authorized person present upon the project grounds shall be considered dangerous. Management shall provide written notification to the pet owner of dangerous behavior and the pet owner.

- ii. The tenant shall have ten (10) days to correct the animal's behavior or remove the pet from the premises. Procedures may be initiated at any time in accordance with the provision of applicable state or local laws. If the state or local provisions conflict with the 10 days the pet owner is given to correct the violation, then the timeline most beneficial to the pet owner must be followed.
- iii. Consistent with local and state ordinance, management shall take appropriate steps to remove a pet from the premises in event that the pet owner fails to correct the dangerous behavior of his/her pet within the compliance period.
- iv. **ANY PET WHICH CAUSES PHYSICAL HARM TO ANY RESIDENT, GUEST, STAFF MEMBER OR OTHER AUTHORIZED PERSON PRESENT UPON THE PROJECT GROUNDS SHALL BE IMMEDIATELY REMOVED FROM THE PREMISES BY MANAGEMENT.** By signing below, this constitutes tenant permission for management to take this action in the event of bodily injury caused by the pet.

**SIGNATURES AND CERTIFICATION**

I have read and understand the above pet policies of New Horizon Property Management, Inc. and agree to fully comply with their provisions. I understand that failure to comply may constitute reason for removal of my pet. Where required by management to remove my pet from the premises, I agree to comply with such removal and understand that my failure to do so shall constitute grounds for eviction.

\_\_\_\_\_  
Tenant Signature

\_\_\_\_\_  
Unit

\_\_\_\_\_  
Tenant Signature

\_\_\_\_\_  
Unit

\_\_\_\_\_  
Date

\_\_\_\_\_  
Type of Pet

\_\_\_\_\_  
Date Pet Paperwork Received

**Person responsible for my pet in the event of my illness, hospitalization, or death:**

\_\_\_\_\_  
Name

\_\_\_\_\_  
Relationship to you

\_\_\_\_\_  
Address (street, city, state, zip)

\_\_\_\_\_  
Phone

\_\_\_\_\_  
New Horizon Property Management Staff

\_\_\_\_\_  
Date

\_\_\_\_\_  
Staff Title

All pet documents received for file