

Stark Metropolitan Housing Authority
400 E. Tuscarawas St., Canton, OH 44702

PET POLICY

Rules and Regulations

The Stark Metropolitan Housing Authority (SMHA) does comply with Federal regulations and will permit a common household pet in accordance with this policy. Common household pets as authorized by this policy means a domesticated animal such as a dog, cat, fish, birds, and rodents that are traditionally kept in the home for pleasure rather than commercial purposes. Any animals not permitted in residential units by state or local laws may not be kept by SMHA residents, including exotic or wild animal or snakes.

Residents of elderly or designated handicapped units are permitted small birds, caged animals, fish, cats, or dogs. Individuals with a documented disability requiring service animals, not residing in any of the above type units or not meeting other requirements (i.e. size/type of animal) must request specific modifications of this policy.

Residents who own pets under previous policies may continue to have the pets that they currently own. Any time that they request have a new pet, this request must be in compliance with the rule in effect at that time.

I. APPROVAL

A. Criteria

Request for permission to have a pet must be submitted prior to bringing a pet into the unit. The pet owner and the landlord (SMHA) must enter into a "Pet Agreement" (Appendix 2). In addition, the pet owner must provide proof of the pet's good health and suitability under the standards set forth in these rules and regulations. For dogs and cats, proof must be given (and renewed at the time of resident's re-examination) of the animal's licensing and vaccination record, etc. Cats and dogs must be neutered or spayed. Proof of spaying or neutering must also be submitted. If the pet being registered is under-age for spaying and neutering, proof that this procedure has been undertaken must be presented to the authority at a designated time. Cats are required to have front paws declawed. All licenses and tags must be current.

Prior to admittance of a pet into the facility, residents will be required to complete the following forms:

1. Pet Policy Certification (see Appendix 1)
2. Pet Agreement (see Appendix 2)
3. Veterinarian's Certification (see Appendix 3)

B. Vaccination Requirements

Dogs and cats must have the proper inoculations required by law, and certified by a veterinarian licensed to practice in the State of Ohio.

II. DEFINITIONS

A common household pet is a domesticated animal, including dog, cat, bird, fish or rodent such as a gerbil or hamster.

A "service animal" is an animal which has been trained and certified to provide services to an individual with a disability.

A service animal will be permitted once proper documentation is submitted. However, animal control and veterinary practices will still be enforced.

A "common area" is any area to which all residents have access, and is not under the direct control of any individual resident.

"Management" refers to any employee or representative of the Stark Metropolitan Housing Authority.

III. PET DENSITY

Only one of the following is acceptable.

- A. No more than one dog or one cat may be kept in any unit.
- B. No more than two, small caged birds may be kept in any unit.
- C. An aquarium for fish may not exceed twenty (20) gallons.
- D. NO more than two (2) small animals, i.e. mice, gerbil, or hamster or one guinea pig or one rabbit may be kept in any unit. Small animals must be kept in a cage. (Cage sizes outlined in Exhibit B).

IV. SIZE/BREEDS

Cats and dogs shall be limited to small breeds where adult height at the shoulder shall not exceed fifteen (15) inches. The size limitations do not apply to approved reasonable accommodation animals.

Pitbulls and Rottweilers are prohibited. The breed limitations do not apply to approved reasonable accommodation animals. In all other cases, local ordinances will apply.



V. DAMAGES/PET DEPOSIT

- A. The resident is responsible for reasonable expenses incurred by Stark MHA as a result of damages directly attributable to the presence of the pet, including cleaning and related waste removal, the cost of repairs and replacements to the dwelling unit and fumigation of the dwelling unit. If the resident is in occupancy when such costs occur, the resident will be billed for such costs as a current charge. No deposit will be charged for approved reasonable accommodation animals.
- B. A pet deposit of \$250 will be charged for each dwelling unit where a dog or cat resides. The deposit may be paid as a \$50 initial payment, with the remainder to be paid in agreed upon consecutive monthly payments until the \$250 is reached. SMHA reserves the right to change this deposit amount at any time, consistent with Federal guidelines.
- C. 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 SMHA for the real cost of any and all damages by his/her pet where they exceed the amount of the pet deposit.
- D. Upon move-out, units occupied by a cat or dog will be inspected by the housing manager for any infestation or other damage resulting from the pet. If the unit is found to be infested, the extermination charge will be the responsibility of the pet owner. The pet deposit will be returned at any time the pet no longer resides in the unit, minus any charges for damage caused by the pet. The resident is permitted, and encouraged, to be present for any and all inspections.

VI. PET RULES

A. Dogs and Cats

1. Dogs will not be permitted at the following family housing developments:
 - Jackson-Sherrick
 - Sunset Homes
 - Linwood Acres
 - Mahoning Manor
 - Gage Gardens
 - Ellisdale Homes
 - Willow Homes
 - Underhill Homes
 - Franklin Homes
 - Neal Court
 - Leshdale
2. Dogs and cats shall be quartered within the resident pet owner's unit. When dogs or cats are outside of the unit, they must be kept on a leash no longer than six (6) feet and under control, led by a reasonable person at all times. Under no circumstances shall any dog or cat be permitted to run loose in any common area. Dogs and cats will not be permitted to be quartered outside of the unit.
3. The unit must be kept free of odors and maintained in a clean and sanitary condition. All animal waste or litter from a cat litter box must be removed daily. Obnoxious odors can cause health problems and will not be tolerated.
 - a. Wastes must be placed in a plastic bag, tightly secured and deposited in a trash dumpster. Poorly disposed of waste will not be tolerated. At no time will pet waste be placed in trash chutes or in the unit.
 - b. Residents are not permitted to exercise their pet or permit their pet to excrete waste in interior common areas of the development premises.
4. Resident pet owners agree to be responsible for immediately cleaning up any waste, dirt, etc. caused by their pet in a common area. Resident pet owners shall also be responsible for immediately removing and properly disposing of any pet excreta, feces, urine, etc.
5. If management has to remove any pet waste, a twenty five-dollar (\$25) charge will be made. Repeated violations (three) will necessitate the owner removing the pet permanently from the premises. Failure to comply may result in termination of the resident's Dwelling Lease.
6. When a resident who owns a cat or dog calls in a work order, he/she must inform the work order clerk that he/she owns the pet. The resident is then responsible for securing the pet in the unit, before the staff will complete the work order.
7. SMHA and its staff are not responsible for any action, injuries or damages caused by any resident's pet. A pet is the sole responsibility and liability of the pet owner. ANY PET, WHICH CAUSES BODILY INJURY TO ANY RESIDENT, GUEST OR STAFF MEMBER, SHALL BE IMMEDIATELY REMOVED FROM THE PREMISES WITHOUT PRIOR NOTIFICATION. (POSSIBLY PERMANENTLY).

8. Resident pet owners agree to control the noise of their pet such that it does not constitute a nuisance to any residents. Failure to control pet noise may result in the removal of the pet from the premises.
9. No dog or cat shall be left unattended in any unit for longer than twelve (12) hours. All other animals shall not be left unattended for more than twenty-four (24) hours.
10. All resident pet owners shall provide adequate care, nutrition, exercise and medical attention for their pets. Pets which appear to be poorly cared for or which are left unattended for longer than limits indicated in #7 above will be reported to the appropriate authority and removed from the premises at the pet owner's expense.
11. The pet owner will submit to the development office the names, addresses and telephone number of two responsible parties (not at the same address) who will care for the pet if the pet owner, for any reason, is unable to care for the pet. If the person is unable or unwilling to accept the responsibility, the pet owner authorizes management to contact state or local authorities to enter the apartment and remove the pet for a period not to exceed thirty (30) days. SMHA will not be responsible for the well being of the pet or any cost incurred during the thirty (30) day period. If there is no resolution regarding the care of the pet at the end of this period, the pet and the expenses incurred become the sole responsibility of the pet owner.
12. In the event of the death of the pet, it is agreed by the owner that management shall have discretion to dispose of the pet consistent with Federal guidelines if the main caretakers are unwilling to take responsibility, or if written instructions with respect to such disposal are not provided to the development office in advance by the resident. Cost of pet removal and subsequent fees will be charged to the resident. Under no circumstances are pets to be buried or disposed of on the premises or in trash containers or dumpsters.
 - a. Information regarding providers of pet disposal services is provided on Exhibit A.
13. Resident pet owners acknowledge that other residents may have chemical sensitivities or allergies related to pets and/or are easily frightened by such pets. The resident, therefore, agrees to exercise common sense and common courtesy with respect to the other residents' right to peaceful and quiet enjoyment of the premises. If using common laundry facilities, it is strongly recommended that the pet owner run an additional wash cycle and clean out all filters before leaving the wash room.
14. After proper written notification (Appendix 4), management may require the removal of the pet from the premises on a permanent or temporary basis for the following causes:
 - a. Excessive pet noise or odor after being advised by management.
 - b. Unruly or dangerous behavior.
 - c. Excessive damage of the resident's apartment.
 - d. Repeated problems with the pet or any infestations.
 - e. Failure of the resident to provide for adequate care of his/her pet.
 - f. Leaving a pet unattended for more than the allotted time period.
 - g. Failure of the resident to provide adequate and appropriate vaccination of the pet.
 - h. Tenant's death, serious illness and/or refusal or inability to care for the pet.

The resident will be given an additional notice to remove the pet that shall contain a brief statement defining the violation of the pet rules, a requirement that the resident must

remove the pet within forty-eight (48) hours of the notice and a statement that failure to remove the pet will result in the initiation of termination of the lease agreement.

15. In the event of an emergency, the pet owner gives permission for the removal of the pet from the premises immediately for serious problems including, but not limited to, the following:
 - a. Pet becomes vicious.
 - b. Pet displays symptoms of serious illness.
 - c. Pet demonstrates other behavior that constitutes an immediate threat to the health and safety of a resident, guest, staff member or other authorized person.
16. Pets not owned by the resident are strictly prohibited with the exception of specially trained service animals that assist persons having a disability. These pets are not required to meet the limitations as to size or number. However, all other aspects of these rules and regulations will apply.
17. "Pet sitting" is not permitted for any pet not already within the same development.
18. Residents will not feed or water stray or wild animals.

B. Birds

1. Birds must be kept caged within the resident's unit at all times.
2. Cages must be cleaned not less than twice a week. Waste must be disposed of in sealed trash bags and placed in the trash dumpster. Litter cannot be flushed down the toilet.



C. Fish

1. The aquarium shall not exceed twenty (20) gallons and shall be placed on a management-approved stand in a safe location within the unit.



2. 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.

D. Other Animals

1. Animals of the rodent family (i.e. mice, hamsters, gerbils or a guinea pig, or a rabbit) must be kept caged at all times.
2. Cages must be kept clean. A thorough cleaning, not less than twice a week is recommended.
3. Any other issues such as noise, odor and behavior apply the same as for dogs and cats.



VII. NOTIFICATION POLICY

In the event that any pet owner violates these pet rules, management shall provide written notice of such violations as follows (Appendix 4):

A. Creation of a Nuisance

The owner of any pet which creates a nuisance upon the grounds or causes excessive noise, odor or unruly behavior shall be notified of such nuisance in writing by management and shall be given five (5) calendar days to correct such nuisance. Failure to comply may result in requiring the removal of the pet and/or termination of the pet owner's Dwelling Lease.

B. Dangerous Behavior

1. Any pet which physically threatens a resident, guest, staff member or other authorized persons within or on the development grounds shall be considered dangerous. SMHA shall provide written notification to the pet owner of the dangerous behavior and the pet owner shall have five (5) calendar days to correct the animal's behavior. It is the responsibility of the pet owner to correct the violation. Failure to comply may result in the removal of the pet and/or termination of the pet owner's Dwelling Lease. If the resident disagrees, they may request a formal hearing in accordance with the SMHA Grievance Procedure.
2. Any pet which causes physical harm to any resident, guest or other authorized person present upon the development grounds shall be immediately removed from the premises by management with written notice.

VIII. INSPECTION POLICY

A. Management is given permission to enter the pet owner's unit for the purpose of inspecting if a signed written complaint is received by management, or if management feels conduct or condition of the pet or pet owner warrants same. The inspection will be made during reasonable hours, after proper notice has been given to the pet owner (48 hours' notice). In an emergency situation, entry will be made immediately. Notice will be given to the pet owner at such emergency entry, giving the reason for such entry.

PET RULES AND REGULATIONS

AFFIDAVIT

I have read and understand the Pet Rules and Regulations of the Stark Metropolitan Housing Authority and agree to comply fully 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 effect such removal and understand that my failure to do so constitutes grounds for eviction.

_____ Unit Number _____
Resident (Print Name)

_____ City State Zip
Address

Resident's Signature

The above-named resident read and signed the Pet Rules and Regulations in my presence.

STARK METROPOLITAN HOUSING AUTHORITY

Print Name

Signature

Title

Date

Pet Policy Certification – Dog/Cat

This document, completely filled out, must be submitted to management before the pet is permitted on the premises.

Name of Owner(s) _____

Address _____

Telephone Number (Work) _____ (Home) _____

Pet Description: Name _____

Breed _____

Age _____

When Full-Grown: Weight _____ Markings _____

License No. _____ Tag info: _____

Flea Collar: Yes _____ No _____

Picture of Pet: Yes _____ No _____

If your pet is a cat, has it been declawed? Yes _____ No _____

Veterinarian's Name _____

Address _____

Telephone Number _____

Parties to assume responsibility for pet if you are unable to do so:

(1) Name(s) _____

Address _____

Telephone Number (Work) _____ (Home) _____

(2) Name(s) _____

Address _____

Telephone Number (Work) _____ (Home) _____

Veterinarian's Certification

Pet Owner's Name _____

Veterinarian's Name _____

Address _____

Telephone Number _____

ANIMAL TYPE _____

BREED: _____ COLOR: _____

AGE: _____ WEIGHT: _____

MARKING: _____ LICENSE NO. _____

ISSUED: _____

DATE

TREATMENT: Parvovirus _____

Distemper _____

Rabies _____

Heartworm _____

Spay/Neuter _____

Other _____

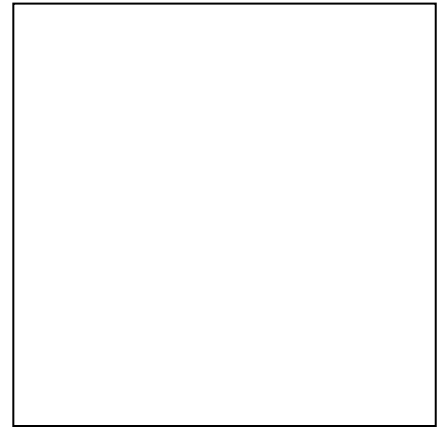
COMMENTS: _____

Next routine office visit: _____

Purpose: _____

Veterinarian's Signature

Date



Attach Photo of Pet

Pet Agreement

The agreement entered into this ___ day of _____, 20___, by and between Stark Metropolitan Housing Authority and _____ (Resident). In consideration of their mutual promises, the parties agree as follows:

1. Resident desires and has received permission from SMHA to keep the pet named _____ and described as _____

2. This Agreement is an Addendum to and part of the Dwelling Lease between the SMHA and Resident, executed on _____, 20___. In the event of default by Resident of any of the terms of this Agreement and all succeeding leases, the resident agrees upon proper written notice of default from SMHA, to cure the default, remove the pet or vacate the premises. Resident agrees that SMHA may revoke the permission to keep said pet on the premises by giving Resident proper written notice.

3. As a special deposit for cats and dogs, Resident agrees to pay SMHA the sum of \$250, which shall be paid in an initial payment of \$_____ and _____ monthly payments of \$_____. When the resident vacates the property, SMHA may use this deposit as is reasonably necessary to take care of any damages or cleaning caused by or in connection with said pet. At the termination of this Agreement, any balance shall be refunded to the Resident within thirty (30) days. Resident agrees to pay SMHA for any damages caused by the pet in excess of this deposit and the security deposit on demand by SMHA. Damages, cleaning, etc. that occur while the resident lives in the unit will be billed as current charges.

4. Resident agrees to comply with:
a. The Pet Policy
b. All other applicable government laws and regulations such as, but not limited to, licensing, etc.

5. Resident represents that the pet is quiet and housebroken, and will not cause any damage or annoy other residents.

6. Resident agrees that the pet will not be permitted outside the Resident's unit unless restrained by a leash. Use of the grounds or premises of SMHA for sanitary purposes is prohibited.

7. Resident shall not permit the pet to cause any damage, discomfort, annoyance or nuisance, or in any way to inconvenience or cause complaints from any other resident. Any soiling created by the pet shall be immediately cleaned up by the Resident. If management has to remove any waste left by any pet, a twenty-five dollar (\$25) charge will be made. Repeated violations (three) will necessitate removal of the pet permanently from the premises for failure to comply and may result in termination of the Dwelling Lease.

8. Resident agrees to remedy any emergency situations involving their pet (e.g. attack by pet on staff members, another resident or a guest) immediately and any nuisance or dangerous behavior within five (5) days.

9. Resident will be financially responsible for any infestation of fleas or other insects that affects his/her own unit or any adjacent unit as a result of his/her pet.

10. Any pet left unattended for twelve (12) hours or more or whose health is jeopardized due to mistreatment or inappropriate care will be removed. The pet owner will be reported to the appropriately deemed authority to remove the pet at the expense of the Resident.

11. Resident agrees to maintain their pet in a healthy condition and to update the Veterinarian's Certification (Appendix 3) at the time of the annual re-examination.

12. Resident agrees that SMHA is in no way responsible nor liable for any action, injuries or damages caused by the resident's pet. A pet is the sole responsibility and liability of the pet owner. Nor is SMHA responsible for the safekeeping or well-being of the pet.

13. Resident has read and agrees to comply with this Pet Policy and agrees to comply with any rules and regulations that may be reasonably adopted in the future.

_____ SMHA

_____ Resident

_____ Resident

_____ Date