



NEW ALBANY HOUSING AUTHORITY PET POLICY

18.1 EXCLUSIONS

This policy does not apply to animals that are used to assist persons with disabilities. Certified assistance animals are allowed in all public housing facilities with no restrictions other than those imposed on all tenants to maintain their homes and associated facilities in a decent, safe, and sanitary manner and to refrain from disturbing their neighbors.

18.2 PETS IN PUBLIC HOUSING

The New Albany Housing Authority allows for ownership of birds and fish in all of its developments and for dogs and cats in the areas specified below with the written pre-approval of the Housing Authority.

These designations apply to cats and dogs only. Other pets allowed by this policy may be kept in any home (subject to all rules). Residents are responsible for any damage caused by their pet, including, but not limited to, the cost of fumigating or cleaning their home. In exchange for this right, residents assume full responsibility and liability for their pet and agree to hold the New Albany Housing Authority harmless from any claims caused by an action or inaction of the pet. New Albany Housing Authority staff is responsible for the enforcement of the NAHA pet policy and their determination(s) shall be final.

18.3 APPROVAL

Residents must have the written approval of the Housing Authority before moving a pet into their home. Residents must request approval on the authorization of pet Ownership Form that must be fully completed before the Housing Authority will approve the request. Residents must give the Housing Authority a picture of the pet so it can be identified if it is running loose.

18.4 TYPES AND NUMBER OF PETS

The New Albany Housing Authority will allow only common household pets, defined as cats, dogs, goldfish or tropical fish and caged birds. No other types of pets will be allowed.

All dogs and cats must be spayed or neutered before they become six months old. The pet owner is required to provide the Housing Authority with verification from a licensed veterinarian.

Only one (1) pet per home will be allowed.

Any animal deemed to be potentially harmful to the health and/or safety of others, including, but not limited to attack or fight trained dogs, will not be allowed. No Rottweiler, Chow, Doberman Pinschers and Pit bull dogs, or any mix of their breeds are allowed on NAHA properties. No Reptiles or Rodents are allowed on NAHA property.

No animal may exceed 25 pounds in weight at its projected full adult size.

Any dog must be housebroken, neutered or spayed.

Any cat must be litter-trained, neutered or spayed.

There are no charges for birds in cages or fish in tanks on NAHA property.

18.5 INOCULATIONS

In order to be registered, pets must be appropriately inoculated against rabies, distemper and other conditions prescribed by state and/or local ordinances. They must comply with all other state and local public health, and anticruelty laws including a current New Albany/Floyd County Animal Control tag. A certification signed by a licensed veterinarian or state or local official shall be annually filed with the New Albany Housing Authority to attest to the inoculations.

18.6 PET DEPOSIT

A pet deposit totaling \$100.00 is required to register all cats and dogs with the Housing Authority. A minimum of \$50.00 is required at the time of registering a cat or dog, the balance to be paid the next month. The deposit is refundable when the pet or the family vacates the home, less any amounts owed due to damage beyond normal wear and tear.

18.7 FINANCIAL OBLIGATION OF RESIDENTS

Any resident who owns or keeps a pet in their dwelling unit will be required to pay for any damages caused by the pet. Also, any home that becomes insect infested and the cause of the infestation is pet-related will be the financial responsibility of the resident of that home. The New Albany Housing Authority reserves the right to exterminate and charge the resident for any and all cost related to extermination of the home.

Any resident who owns a dog or cat will be required to pay a \$15.00 per month pet ownership fee. The ownership fee is due on the 1st of every month and a \$5.00 late fee will be charged after the 5th of each month.

18.8 NUISANCE OR THREAT TO HEALTH OR SAFETY

The pet and its living quarters must be maintained in a manner to prevent odors and any other unsanitary conditions in the pet owner's home and surrounding areas. Pet owners must clean up after their pets immediately, at locations both inside tenant homes and in all outside neighborhood areas.

Repeated substantiated complaints by neighbors or the New Albany Housing Authority personnel regarding pets disturbing the peace of neighbors through noise, odor, animal waste, or other nuisance may result in the owner having to remove the pet from the premises. Refusal to remove the pet will be grounds for eviction.

Pets who make noise continuously and /or incessantly for a period of 10 minutes or intermittently for one half hour or more to the disturbance of any person at any time of day or night shall be considered a nuisance.

18.9 DESIGNATION OF PET AREAS

Residents are not allowed to maintain pets outside of any home. Pets must be kept in the pet owner's home or on hand-held leash at all times when outside the home (no fences, doghouses, and/or outdoor cages may be constructed to maintain pets). Pets will be allowed only in the designated areas. Pet owners must clean up after their pets and are responsible for disposing of pet waste properly.

DOGS –At the elderly highrises, dog waste deposited on Housing Authority property must be removed at once, placed in plastic bag, tightly closed, and deposited in the designated waste receptacle located near the picnic shelters. At Beechwood Court, Crystal/Vance Courts, Parkview/Broadmeade Terraces, and Riverside Terrace dog owners must exercise their pets for the purpose of waste deposit only in their own yard areas or off of Authority property. The waste must be removed at once, placed in a plastic bag, tightly closed and placed in the designated waste receptacle nearest their unit.

CATS – Cats must be litter trained. Clogged toilets due to cat litter are the financial responsibility of the resident. When changing litter, it must be placed in a tightly closed plastic bag and placed in a designated waste receptacle.

With the exception of certified assistive animals no pets shall be allowed in the community rooms, community room kitchens, laundry rooms, public bathrooms, lobbies, beauty shops, hallways or offices at any of our sites. Only one (1) animal should be on any elevator at any time.

To accommodate residents who have medically certified allergic or phobic reactions to dogs, cats or other pets, those pets may be barred from certain wings (floors) in our development(s) / (building(s)). This shall be implemented based on demand for this service.

18.10 MISCELLANEOUS RULES

Housing Authority personnel will not be required to enter any home where a cat or dog resides unless the resident is at home and has the pet under control.

Pets may not be left unattended in a home for over 24 hours. If the pet is left unattended for more than 24 hours, the Housing Authority shall have the right to enter the premises and take the uncared-for pet to the New Albany/Floyd County Animal Shelter and will assume no responsibility for the pet after the transfer.

Pet bedding shall not be washed in any NAHA laundry facility.

Residents must take appropriate actions to protect their pets from fleas and ticks.

All dogs must wear a tag bearing the resident's name and phone number and the date of the latest rabies, distemper and other required inoculations, and a current New Albany/Floyd County Animal Control pet tag.

Pets cannot be kept, bred or used for any commercial purpose.

Residents owning cats shall maintain waterproof litter boxes for cat waste. Refuse from litter boxes shall not accumulate or become unsightly or unsanitary. Litter shall be disposed of in an appropriate manner. See 18.8

A pet owner shall physically control or confine his/her pet during the times when Housing Authority employees, agents of the Housing Authority or others must enter the pet owner's home to conduct business, provide services, enforce lease terms, etc.

In the event of an attack or any injury to a person(s) or other animal(s) the pet's owner shall be required to permanently remove the pet from the Housing Authority's property IMMEDIATELY upon receiving written notice from the Housing Authority. The pet owner will be subject to termination of his/ her dwelling lease. See 18.12

Any pet owner who violates any condition(s) of this policy may be required to remove his/her pet from the development within 5 calendar days of receiving written notice from the Housing Authority. The pet owner will be subject to termination of his/her dwelling lease. See 18.12

The Housing Authority's grievance procedures shall be applicable to all individual grievances or disputes arising out of violations or alleged violations of this policy.

18.11 VISITING PETS

No unauthorized pets/animals shall be allowed on New Albany Housing Authority property. Authorized pets are defined as pets that have been approved in accordance with section 18.3 of the New Albany Housing Authority Pet Policy.

18.12 REMOVAL OF PETS

The New Albany Housing Authority, or an appropriate community Authority, shall, require the removal of any pet from any complex, if the pet's conduct or conditions are determined to be a nuisance or a threat to the health and/or safety of other occupants of the complex and/or of other persons in the community where the complex is located.

In the event of illness or death of the pet owner, or in the case of an emergency which would prevent the pet owner from properly caring for the pet, the New Albany Housing Authority has permission to call the emergency caregiver designated by the pet owner or the New Albany/Floyd County Animal Control to take the pet and care for it until family or friends would claim the pet and assume responsibility for it. Any expenses incurred WILL BE THE RESPONSIBILITY OF THE PET OWNER. If the emergency caregiver fails to pick up the animal within 24 hours will be turned over to the proper enforcement agency.

Additionally, any animal that is the suspected victim of abuse and/or neglect will be reported to the New Albany/Floyd County Animal Control and shall be removed in accordance with local and/or state laws.

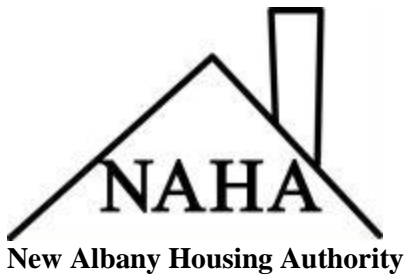
Violation Of Any Of The New Albany Housing Authority's Pet Policy WILL Include A Fine Of \$100.00 And Removal Of The Animal And/Or Eviction Of The Tenant.

APPROVED BY THE NEW ALBANY HOUSING AUTHORITY COMMISSIONERS
6/13/2005

The Pet Policy will begin on August 1, 2005.

NAHA PET OWNERSHIP RULES

- 1. Resident must reside in a designated pet area. Resident may apply for a transfer to a designated area if available.**
- 2. All cats or dogs residing in NAHA homes must have a New Albany Housing authority pet tag. The pet tag is considered the authorization to have a cat or dog.**
- 3. Residents must complete the Pet Application/Agreement prior to obtaining pet tag for a cat or dog.**
- 4. All items listed on the attached checklist must be completed in order to obtain a New Albany Housing Authority pet tag. See attached checklist for specifics.**
- 5. All pets must be on a hand held leash of not more than 10 feet in length while in common areas or grounds of the New Albany Housing Authority.**
- 6. All pet owners must maintain the pet label on the front door of their home in order to give notice to maintenance workers that a pet resides in the home.**
- 7. All pet owners must pay a Pet Security Deposit of \$100 as well as a non-refundable Pet Fee of \$15 per month.**
- 8. All pet owners must dispose of pet waste properly: Dog and cat waste must be placed in plastic bag, tied securely, and placed in designated pet waste containers, dumpster or tenant's own waste can.**
- 9. Except for certified assistance animals no visiting pets are allowed.**
- 10. No pet-sitting.**
- 11. Any odors, obvious damage, or failure to dispose of waste will result in inspection of the pet owner's home. This includes odors from waste, improper storage of waste, pet bedding, or unclean pets.**
- 12. Any animal who displays aggressive behavior to other residents, NAHA employees, or pet owners will be evicted.**
- 13. Any flea or tick infestation will be treated by the Housing Authority pest control service and the pet owner charged for this service.**
- 14. If a resident violates the pet policy, the pet will be evicted. If the pet is not evicted the resident will be. Violation of the pet policy will result in residents not being allowed to keep a pet in the unit.**
- 15. All terms of the Housing Authority Pet Policy, Pet Application/Agreement, and local laws and regulations apply.**



**NEW ALBANY HOUSING AUTHORITY
Pet Application/Agreement**

In the event of a violation of any of the following terms and conditions, the Housing Authority shall have the right to immediately cancel this agreement and require the pet owner/resident to immediately remove the pet from the premises. Cancellation of this will not imply a waiver of the tenant's responsibility for any damages. This application/agreement becomes an attachment to the existing lease, and remains in force throughout the duration of the lease.

Tenant's Name _____

Tenant's Address _____

Pet Tag Number: _____

The Housing Authority agrees to waive the pet restrictions of the lease agreement provided the tenant resides in one of the designated pet areas/units and agrees to meet the following terms and conditions:

Resident must initial each item attesting to the provisions of the agreement.

1. ____ Tenant certifies that they have received a copy of, and are responsible for reading and understanding all the provisions of the New Albany Housing Authority Pet Policy, the Pet Application/Agreement and the New Albany Housing Authority Pet Rules for Tenants. The agreement/application and rules become a part of the existing tenant lease agreement.
2. ____ Only the pet listed below is authorized under this pet agreement. Only the pet types listed in Item #8 are authorized under this pet agreement.
3. ____ Pet will not cause: danger, damage, nuisance, noise, health hazard, or soil the unit, premises, grounds, common areas, walks, parking areas, landscaping or garden areas.
4. ____ Tenant agrees to clean up after the pet and agrees to accept full responsibility and liability for any damage, injury or actions arising from or caused by his/her pet.
5. ____ Tenant agrees to register the pet in accordance with local laws and Housing Authority Pet Policy. Tenant agrees to immunize pet in accordance with local laws, and neuter/spay pet in accordance with Housing Authority Pet Policy.

6. _____ Tenant certifies that the pet is housebroken. Tenant certifies that the pet has no history of causing physical harm to persons or property, such as biting, scratching, chewing, clawing, and further certifies that the pet has no vicious tendencies or history.

7. _____ Tenant certifies that the pet species will be no more than 25 pounds at maturity.

8. _____ Tenant understands that a minimum payment of \$50.00 toward Pet Deposit will be due on date of application/agreement, and tenant will pay \$50.00 the next month. This is a refundable fee if premises are returned in an undamaged condition when pet no longer resides in unit. All payments received by the Housing Authority will be credited in the following order: current charges, arrears charges, pet security deposit.

9. _____ Tenant understands that a \$15.00 per month pet fee will be assessed for every month, and/or partial month in which a pet resides in tenant's home. **This is a non-refundable fee.** All payments received by the Housing Authority will be credited in the following order: current charges, arrears charges, pet fee.

10. _____ Tenant agrees to submit to household inspection in order to establish the pre-pet condition of the unit. Any housekeeping or maintenance violations must be taken care of prior to obtaining authorization for a pet.

11. _____ Tenant agrees to observe the following rules:

Dogs and Cats: Must be controlled at all times. Must be kept on a hand-held leash of not more than 10 feet in length while in common areas or on the grounds. Must display the New Albany Housing Authority pet tag, as well as the Floyd County animal license. Barking will not be permitted as it denies the peaceful use of the premises. Proper disposal of animal waste will be done on a timely basis per the detailed Pet Rules for Tenants. Odors arising from animal waste, bedding, or unclean animals will not be tolerated.

12. _____ This agreement is valid only for the pet listed below:

Kind of Pet Weight	Type or Breed	Color	Name	Age
_____	_____	_____	_____	_____

The following persons has agreed to be responsible for the care and/or disposal of my pet in the event of my sickness or death:

Name: _____

Relationship: _____

Address: _____

Phone Number: _____

Notice: ANY FEE OR DEPOSIT ABOVE SHALL NOT LIMIT THE TENANT'S OBLIGATION.

I understand that this agreement is an attachment to my existing lease, furthermore, I understand I am responsible for reading and understanding this application/agreement for pet ownership in the New Albany Housing Authority.

Date: _____

Tenant Signature: _____

Manager Signature: _____