



## PET POLICY

### **Background**

This policy sets forth requirements for residents who wish to keep common household pets such as dogs and cats in their CMHA dwelling units. All residents who desire to keep a pet must obtain the *prior* approval of the Property Manager, in accordance with the procedures set forth in this Pet Policy.

### **Assistive and Medically Necessary Companion Animals for Residents with Disabilities**

As a reasonable accommodation for individuals with disabilities, this Pet Policy does not apply to animals that are verified to be necessary as an assistive or companion animal needed by persons with disabilities. The need for such an assistive animal may be verified by either a medical professional, or a peer support group, or a non-medical service agency, or a reliable third party who is in a position to know about the individual's disability.

The need for verification by a third-party may be waived when the requester's disability is known or readily apparent to the CMHA as the housing provider, and there is there must be an identifiable relationship, or nexus, between the requested accommodation and the individual's disability.

When verification of need for an assistive or companion animal is obtained, the person with disabilities will be exempt from the pet deposit and, for assistive animals, the size limitations of this policy.

Persons with disabilities will still be required to document that their animals are healthy and have received all legally required inoculations. In addition, persons with disabilities must be able to care for their animals and keep them and their units in safe and healthy condition. Owners of medically necessary companion or assistive animals must meet this requirement on their own, or as part of a reasonable accommodation, with assistance from some source other than CMHA.

Residents who are not disabled are also permitted to have pets, but if they are not persons with disabilities they must comply fully with this policy, including paying the pet deposit.

## **Ownership of Pets**

Pet ownership by CMHA residents is subject to reasonable requirements and limitations as described in this policy. It is the resident's responsibility to read and follow the rules and regulations contained in this policy. Repeated or serious violations of this policy will be cause for termination of the Lease.

Ownership of household pets is restricted in three (3) ways:

By building type;

By type or breed of animal; and

By size, weight or other factors particular to the type of pet.

## **Pets Not Permitted**

- Dog breeds commonly used for attack or defense purposes including, but not limited to Rottweilers, Pit Bull Terriers, Doberman Pinchers and German Shepherds, are not eligible for ownership and are not allowed on CMHA property under any circumstances.
- Any aggressive cat or dog, with a known or suspected propensity, tendency or disposition to unprovoked attacks, is also not allowed.
- Exotic animals are excluded from CMHA property, (e.g. snakes, lizards, iguanas, wild animals such as wolves and big cats, etc.).
- Certain types of birds, e.g. hawks, eagles, condors, falcons, pigeons, etc. are not allowed.

There are no exceptions.

## **Rules for Pet Ownership**

A Tenant wishing to have a pet in their unit must first complete the ***Application for Pet Registration*** form (attached), which, if approved by the Property Manager, then becomes an Addendum to the Lease.

Documentation necessary at the time of ***Application for Pet Registration***:

A photograph and description of the pet;

A certificate signed by a licensed veterinarian verifying that the pet has received all inoculations required by state and local law, that the pet has no communicable diseases, and is pest-free.

The name, address and telephone number of one or more responsible parties who will care for the pet if the pet owner dies or is otherwise unable to care for the pet.

Documentation that cats or dogs have been spayed or neutered.

All female dogs over six month of age and all female cats over five months of age must be spayed.

All male dogs over eight months of age and all male cats over ten months of age must be neutered.

If health problems prevent spaying or neutering, a veterinarian's certificate will be necessary to allow the pet to be registered. CMHA may permit exceptions.

For dog owners, a copy of the current license, issued by Hamilton County.

The name of the adult household member with primary responsibility for pet care.

The ***Application for Pet Registration*** must be renewed and will be coordinated with each resident's annual recertification.

When the completed ***Application for Pet Registration*** is received, it is reviewed by the Property Manager. Authorization to have a pet can only be approved if the household is lease compliant.

Once the pet application is approved by management, the resident shall pay the required pet deposit, if applicable. A receipt shall be given to the resident and a copy kept in the resident's file.

### **Amount of Pet Deposit**

**Birds:** A maximum of two caged birds, each weighing no more than two pounds, is allowed. The ***Application for Pet Registration*** must be completed and approved, but no deposit is required.

**Fish:** No deposit or registration is required for a fish bowl holding less than one gallon of water. An aquarium may not hold more than 30 gallons of water, and must have a secure cover to prevent moisture from escaping. A household may have only one aquarium. For an aquarium, the ***Application for Pet Registration*** must be completed and approved, but no deposit is required.

**Cats:** Resident shall pay a refundable pet deposit of \$50 if residing in a unit that is not carpeted, and \$100 if residing in a unit that is carpeted.

**Dogs:** Resident shall pay a refundable pet deposit of \$150 if residing in a unit that is not carpeted, and \$250 if residing in a unit that is carpeted.

### **Paying the Pet Deposit**

The resident shall have the following options to pay the pet deposit:

The entire deposit is paid at the time the Lease is signed or pet approval for the resident is granted; or

50% of the deposit is paid at the time the Lease is signed or pet approval for the resident is granted and the remaining 50% paid in two (2) equal installments. Each installment is due the first of the month for the two months immediately following the signing of the Lease or when the pet approval for the unit is granted.

### **Pet Restrictions**

A household may have either one cat or one dog, but not both. A household may have one fish aquarium and a maximum of two birds in any one unit. Dogs are limited to in size to a maximum of 25 pounds and 20 inches in height at the shoulders.

Every dog and cat must wear a valid rabies tag. All pets must also wear a tag bearing the owner's name, address and phone number.

At the time of annual re-examination, every pet must be registered with the Property Manager. Registering a dog or cat requires proof of up-to-date inoculations, identification tag, and verification that the pet has been spayed/neutered, or a letter from a veterinarian giving medical reason why procedure was not performed.

Pets shall be quartered in the resident's unit. Animals may not be chained up outside the unit.

No doghouses are allowed on the premises.

Food and water dishes will be located within the owner's unit. Food and/or table scraps will not be deposited on the owner's porch or yard.

Residents will not feed or water stray animals or wild animals.

Pets will not be allowed on specified common areas (under clothes lines, in community rooms, offices, maintenance space, playgrounds, etc.).

Every pet owner will be responsible for proper disposal of fecal waste of his or her pet. The excrement of any animal curbed on CMHA property must be removed and disposed of immediately. Failure of the pet owner to remove and dispose of pet waste may invoke a \$15 charge for management to remove pet waste. Continued violation of this requirement will be cause for termination of tenancy.

Pets must be appropriately groomed and maintained to prevent pet odors from permeating the unit and/or building common areas. Failure to do so may constitute a lease violation and may result in the removal of the pet from the property.

Owners are required to make sure their pets do not make noise that interferes with their neighbors' peaceful enjoyment of their units.

Pet owners are liable for any damage caused by their pet, including the cost of exterminating for fleas or other pet-borne pests.

Pets are not permitted in common areas, i.e., laundry rooms, recreation rooms, TV lounges, etc. Lobby areas are available to pets for ingress and egress only. Assistive animals for persons with disabilities are exempt from this restriction.

A pet owner must be capable of taking care of a pet. A pet owner is required to maintain a current notarized statement from a person who will assume immediate responsibility for the pet in case of the pet owner's illness/emergency, or extended absence from the dwelling unit.

While pets are outside of the unit and in CMHA building common areas (e.g. elevators, hallways, lobby, etc.), they must be kept on a leash, carried in the resident's arms or in an appropriate animal cab. While outside the unit, dogs, excluding assistive animals, must be kept on a leash and tightly reined.

A pet that bites or attacks a resident or CMHA employee shall be prohibited from remaining on the property. The pet's owner shall be required to get rid of the animal to avoid lease termination.

Visitors (non-residents) on CMHA property are not allowed to have any animal on the property. Required assistive animals are exempt from this restriction.

### **Guidelines for Pet Ownership According to Housing Type**

The following shall be general guidelines for pet ownership in different types of housing:

**High-Rise Buildings:** Cats, birds and fish are allowed.

No dogs are allowed. Residents in these buildings who have a dog registered prior to the July 1, 2005 effective date of this policy will be permitted to keep the dog. No new dogs will be permitted.

**Single Family Homes, Duplexes, Walk-Ups, Townhouses, and Scattered Sites:** All pets specified in this policy are permitted.

**Persons with Disabilities:** A person with a disability shall be allowed to have an assistive or companion animal, regardless of the building type of the person's dwelling unit. A third-party verification from a qualified medical practitioner that verifies the need for the animal and the type of animal needed shall be required.

## **Pet Rule Violation Procedure**

Violation of this Pet Policy or Pet Rules two (2) times within a twelve (12) month period will be grounds for termination of the Lease.

**Notice of Pet Rule Violation:** When CMHA determines that a Tenant has violated one or more of these rules governing the owning or keeping of pets, CMHA will serve a written notice of the pet rule violation(s) on the Tenant.

The notice of pet rule violation must contain a brief statement of the factual basis for the determination and the pet rule(s) alleged to have been violated.

The notice must state that the Tenant has ten (10) calendar days from the date of the notice to correct the violation (including, in appropriate circumstances, removal of the pet).

The notice must state that the Tenant's failure to correct the violation, to request a meeting, or to appear at a requested meeting may result in initiation of procedures to terminate the Tenant's lease.

The Administrative Grievance Procedure will apply for any proposed termination of the Lease because of Pet Policy violations.

**Notice of Pet Removal:** If CMHA determines that the pet owner has failed to correct the pet rule violation CMHA will send the resident a notice requiring the pet owner to remove the pet. This notice must:

Contain a brief statement of the factual basis for the determination and the pet rule or rules that have been violated;

State that the pet owner must remove the pet within ten (10) calendar days of the effective date of the notice;

State the failure to remove the pet may result in termination of the lease.

## **Protection of the Pet**

If the health or safety of a pet is threatened by the death or incapacity of the pet owner, or by other factors that render the pet owner unable to care for the pet, then CMHA may:

Contact the responsible party listed in the registration form and ask that they assume responsibility for the pet;

If the responsible party is unwilling or unable to care for the pet, then CMHA may contact the appropriate Animal Control Authority, Humane Society or other designated agent of CMHA and request the removal of the pet.

## **Nuisance or Threat to Health or Safety**

Nothing in this policy prohibits CMHA or the appropriate Animal Control Authority from requiring the removal of any pet from the property if the pet's conduct or

condition is duly determined to constitute a nuisance or a threat to the health or safety of other occupants of the property or of other persons in the community.

**Application of Rules**

Pet owners will be responsible and liable for any and all bodily harm to other residents or individuals caused by their pet.

Destruction of personal property belonging to others caused by an owner's pet will be the financial obligation of the pet owner.