

## **PET POLICY**

[24 CFR 5, Subpart C; 24 CFR 960, Subpart G]

### **Attachment L**

#### **Registration of Pets**

Pets must be registered with Brooklyn Housing Authority Inc. before they are brought onto the premises. Tenants are permitted ONE pet per household. Tenants will be required to provide certification from a licensed veterinarian that the pet has been spayed or neutered, is current with all required inoculations, and is free of insect infestation. If the pet is a dog the tenant must show proof of liability insurance of not less than \$10,000 and include Brooklyn Housing Authority Inc. as additional insured. This insurance must be acquired prior to a dog being approved. The tenant should arrange to bring the pet to Brooklyn Housing Authority Inc. office to have photographs taken for identification purposes. Approval for the keeping of a pet will not be extended to any tenant pending the completion of these requirements.

Registrations are renewed annually. Proof of license, inoculation and insurance requirements shall be provided to Brooklyn Housing Authority Inc. when renewing the registration.

#### **Refusal to Register Pets**

If Brooklyn Housing Authority Inc. refuses to register a pet, a written notification will be sent to the pet owner stating the reason for denial. The notification will be served in accordance with HUD notice requirements. The notice of refusal may be combined with a notice of pet violation.

Brooklyn Housing Authority Inc. will refuse to register a pet if:

- The pet is not a common household pet as defined in this policy
- Keeping the pet would violate House Rules
- The pet owner fails to provide complete pet registration information
- The pet owner fails to update the registration annually
- Brooklyn Housing Authority Inc. reasonably determines that the pet owner is unable to keep the pet in compliance with the pet rules and other lease obligations. The pet's temperament and behavior may be considered as a factor in determining the pet owner's ability to comply with the provisions of the lease.

#### **Types of Pets Allowed**

Tenants are allowed to have the following common household pets only. No other type of pet is allowed:

Dog

- Maximum number: 1
- Maximum adult weight: 25 pounds
- Maximum adult height: 14 inches to shoulder
- Minimum age: 6 months
- Must be housebroken
- Must be treated for flea and tick prevention every 3 months
- Must wear collar with identification tag
- Must be licensed in accordance with local ordinance

Cat

- Maximum number: 1
- Minimum age: 6 months
- Must be indoor only
- Must be spayed or neutered
- Must have all state required inoculations
- Must be housebroken
- Must be treated for flea and tick prevention every 3 months

Bird

- Maximum number: 2
- Must be caged in 1 cage
- Common household type only

Fish Aquarium

- Maximum size: 10 gallons
- Maximum number: 1 aquarium

- Must be on appropriate weight bearing stand

#### Hamster/Gerbil/Rabbit/Guinea Pig

- Maximum number: 2
- Must be caged in 1 cage

The following types of pets are not allowed:

- Domesticated dogs that exceed 25 pounds
- Vicious or intimidating animals
- Dog breeds including Pit Bull, Rottweiler, Boxer, Doberman, and German Shepherd
- Breeding pets
- Wild, feral, or any other animal that is not amenable to routine human handling
- Poisonous animals of any kind
- Insects
- Fish in aquariums exceeding ten (10) gallons in capacity
- Non-human primates
- Animals whose climatologically needs cannot be met in the unaltered environment of the individual dwelling unit
- Pot-bellied pigs
- Ferrets or other animals whose natural protective mechanisms pose a risk of serious bites or lacerations to small children
- Hedgehogs or other animals whose protective instincts and natural body armor produce a risk of serious puncture injuries to children
- Chicks, turtles, frogs, or other animals that pose a significant risk of salmonella infection to those who handle them
- Pigeons, doves, mynahs, psittacosis, and birds of other species that are hosts to the organisms that cause psittacosis in humans

- Snakes or other kinds of reptiles

### Pet Agreement

Tenants who have been approved to have a pet must enter into a Pet Agreement with Brooklyn Housing Authority Inc.. The Tenant will certify, by signing the Pet Agreement that the Tenant will adhere to the following rules:

- Agree that the tenant is responsible and liable for all damages caused by their pet.
- All complaints of cruelty and all dog bites will be referred to animal control or applicable agency for investigation and enforcement.
- All common household pets are to be fed inside the apartment. Feeding is not allowed on porches, sidewalks, patios or other outside areas.
- Tenants shall not feed any stray animals. Feeding stray animals or keeping stray or unregistered animals, will be considered having a pet without permission.
- No animals may be tethered or chained outside or inside the dwelling unit.
- When outside the dwelling unit, all pets must be on a leash or in an animal transport enclosure. All pets must be under the control of a responsible adult and kept off other tenant's lawns. All pets must wear collars with identification tags at all times. Pets that are unleashed, left unattended on the property, tethered to a fixed object, or without a collar will be picked-up immediately and transported to a local facility for stray animals. It shall be the responsibility of the pet owner to reclaim the pet at the expense of the pet owner. Also, if a member of the staff has to take a pet to an Animal Shelter, the tenant will be charged \$50.00 to cover the expense of taking the pet there.
- All fecal matter deposited by the pet must be promptly and completely removed from any common area, inside or outside. Failure to do so will result in a pet waste removal charge of \$10.00. All animal waste or litter from litter boxes shall be picked up immediately by the pet owner, disposed of in a sealed plastic trash bag, and placed in a trash bin immediately. Litter shall not be disposed of by being flushed down a toilet.
- Litter boxes shall be stored inside the tenant's dwelling unit or in animal enclosures maintained within the dwelling unit and must be removed or replaced regularly. No litter can be placed in the toilets. Failure to do so will result in a pet waste removal charge.
- The tenant shall take adequate precautions to eliminate any animal or pet odors within or around the unit and to maintain the unit in a sanitary condition at all times.

- Effective flea control, by measures that produce no toxic hazard to children who may come into contact with treated animals is required of all tenant pet owners.
- Brooklyn Housing Authority Inc. has right to enter the tenant's dwelling unit when there is evidence that an animal left alone is in danger or distress, or is creating a nuisance.
- Brooklyn Housing Authority Inc. has right to seek impoundment and sheltering of any animal found to be maintained in violation of housing rules, pending resolution of any dispute regarding such violation, at the pet owner's expense. The tenant shall be responsible for any impoundment fees, and Brooklyn Housing Authority Inc. accepts no responsibility for pets so removed.
- Failure to abide by any animal-related requirement or restriction constitutes a violation of the tenant obligations in the tenant's Lease Agreement.
- Tenants will prevent disturbances by their pets that interfere with the quiet enjoyment of the premises of other Tenants in their units or in common areas. This includes, but is not limited to, loud or continuous barking, howling, whining, biting, scratching, chirping, or other such activities.
- Tenant pet owners shall not alter their unit, patio, premises or common areas to create an enclosure for any animal. Installation of pet doors is prohibited.
- Pets, as applicable, must be weighed by a veterinarian. A statement containing the weight of the pet must be provided to Brooklyn Housing Authority Inc. prior to the execution of this agreement and upon request by Brooklyn Housing Authority Inc.. 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 the property.
- Whenever an inspection or maintenance work is scheduled, the tenant must either be at home or have all animals caged. If a maintenance person enters an apartment where an animal is not restrained, scheduled maintenance shall not be performed, and the tenant will be charged a fee of \$25.00. If this situation occurs a second time, the pet(s) shall be removed from the premises. Pets that are not caged or properly restrained may be impounded by animal control officers or by the staff and taken to a local animal shelter. It shall be the responsibility of the tenant to reclaim the pet at their own expense. Also, if a member of the staff takes a pet to the animal shelter, the tenant will be charged an additional \$50.00 to cover the expense of transporting the pet. Brooklyn Housing Authority Inc. shall not be responsible if any animal escapes from the residence due to maintenance, inspections or other activities of the staff.

## FEES

## Deposits for Pets

Tenants are required to pay a pet deposit of \$50.00 for each animal at the time of registration. The pet deposit serves the purpose of defraying all reasonable costs directly attributable to the presence of a particular pet. Pet Deposits are not a part of rent payable by the tenant.

No pet shall be allowed in the unit prior to the completion of the terms of the pet policy. It shall be a serious violation of the lease for any tenant to have a pet without proper approval and without having complied with the terms of this policy. Such violation shall be considered to be a serious violation of your lease and Brooklyn Housing Authority Inc. will issue a termination notice. The tenant will be entitled to a grievance hearing in accordance with the provisions of Brooklyn Housing Authority Inc.'s grievance procedures, as applicable.

The tenant will be responsible for all reasonable expenses directly related to the presence of the animal or pet on the premises, including the cost of repairs and replacement in the apartment, and the cost of animal care facilities if needed.

Brooklyn Housing Authority Inc. reserves the right to change or increase the required deposit by amendment to these rules.

Brooklyn Housing Authority Inc. will refund the pet deposit to the tenant, less any damage caused by the pet to the dwelling unit, within a reasonable time after the tenant moves or upon removal of the pet from the unit. Brooklyn Housing Authority Inc. will provide a written list of any charges against the pet deposit. If the tenant disagrees with the amount charged against the pet deposit, Brooklyn Housing Authority Inc. will provide a meeting to discuss the charges. All reasonable expenses incurred by Brooklyn Housing Authority Inc. as a result of damages directly attributable to the presence of the pet in the project will be the responsibility of the tenant, including, but not limited to:

- The cost of repairs or replacements to the tenant's dwelling unit
- The cost of repairs or replacements to the common areas
- Fumigation of the dwelling unit

If the tenant is in occupancy when such costs occur, the tenant will be billed for such costs as a current charge. If such expenses occur as the result of a move-out inspection, they will be deducted from the pet deposit. The tenant will be billed for any amount that exceeds the pet deposit.

## Annual Fee

A fee of \$24.00 per pet is charged annually. At this time tenants are required to provide updated vaccination and licensing (if required).

## Waste Removal

A separate pet waste removal charge of \$10.00 per occurrence will be assessed against pet owners who fail to remove pet waste in accordance with this policy.

Notices of pet waste removal charges will be in accordance with requirements regarding notices of adverse action. Charges are due and payable 14 calendar days after billing. If the family requests a grievance hearing within the required timeframe, Brooklyn Housing Authority Inc. may not take action for nonpayment of the charge until the conclusion of the grievance process.

Charges for pet waste removal are not part of rent payable by the tenant.

## Pet-Related Damages during Occupancy

All reasonable expenses incurred by Brooklyn Housing Authority Inc. as a result of damages directly attributable to the presence of the pet in the project will be the responsibility of the tenant, including:

- The cost of repairs and replacements to the tenant's dwelling unit
- Fumigation of the dwelling unit
- Repairs to common areas of the project

The expense of flea elimination shall also be the responsibility of the tenant.

If the tenant is in occupancy when such costs occur, the tenant shall be billed for such costs in accordance with the policies in Section 8-I.G, Maintenance and Damage Charges. Pet deposits will not be applied to the costs of pet-related damages during occupancy.

Charges for pet-related damage are not part of rent payable by the tenant.

## Designation of Pet-Free Areas

The playgrounds and Brooklyn Housing Authority Inc. offices are designated as no-pet areas.

## Pets Temporarily on Premises

Only service animals and registered pets are allowed on the grounds. Tenants are prohibited from feeding or harboring stray animals. This rule excludes visiting pet programs sponsored by a

humane society or other non-profit organization and approved by Brooklyn Housing Authority Inc.. State or local laws governing pets temporarily in dwelling accommodations shall prevail.

#### Pet Care

No pet, with the exception of fish, shall be left unattended in the dwelling unit for a period in excess of 12 consecutive hours. All tenant pet owners shall be responsible for adequate care, nutrition, exercise, and medical attention of their pets.

Tenant pet owners must recognize that other Tenants may have chemical sensitivities or allergies related to pets, or may be easily frightened or disoriented by animals. Pet owners must agree to exercise courtesy with respect to other Tenants.

#### Responsible Party

The tenant pet owner will be required to designate at least one responsible party who can care for the pet if the health or safety of the 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.

#### Pet Rule Violation Notice

The authorization for a common household pet may be revoked at any time subject to Brooklyn Housing Authority Inc.'s grievance procedure if the pet becomes destructive or a nuisance to others, or if the tenant fails to comply with this policy.

Tenants who violate these rules are subject to: Mandatory removal of the pet from the premises within thirty (30) days of notice by Brooklyn Housing Authority Inc.; or, if for a threat to health and safety, removal within twenty-four (24) hours of notice.

#### Lease Termination Proceedings

If a determination is made on objective facts supported by written statements, that a tenant pet owner has violated the pet rule policy, written notice will be served. The Notice will contain a brief statement of the factual basis for the determination and the pet rule(s) that were violated. The notice will also state that:

- The tenant pet owner has five (5) business days from the date of notice to correct the violation or make written request for a meeting to discuss the violation;
- That the tenant pet owner may be accompanied by another person of his or her choice at the meeting; and
- That the tenant pet owner's failure to correct the violation, request a meeting, or appear at a requested meeting may result in initiation of procedures to terminate the pet owner's tenancy.

#### Notice for Pet Removal

If the tenant pet owner and Brooklyn Housing Authority Inc. are unable to resolve the violation at the meeting or the pet owner fails to correct the violation in the time period allotted by Brooklyn Housing Authority Inc., notice may be served to remove the pet. The Notice shall contain:

- A brief statement of the factual basis for Brooklyn Housing Authority Inc.'s determination of the pet rule that has been violated;
- The requirement that the tenant pet owner must remove the pet within ten (10) days of the notice; and
- A statement that failure to remove the pet may result in the initiation of procedures to terminate tenancy.

#### Termination of Tenancy

Brooklyn Housing Authority Inc. may initiate procedures for termination of tenancy based on a pet rule violation if:

- The tenant pet owner has failed to remove the pet or correct a pet rule violation within the time period specified; and
- The pet rule violation is sufficient to begin procedures to terminate tenancy under the terms of the lease.

## Pet Removal

Pets may not be left unattended for more than 12 consecutive hours, with the exception to fish. If it is reported to staff that a pet has been left unattended for more than 12 consecutive hours, staff may enter the unit and remove the pet and transfer the pet to an animal shelter. Any expense to remove and reclaim the pet from the animal facility will be the responsibility of the tenant. In the case of an emergency, Brooklyn Housing Authority Inc. will work with the tenant to allow more than 12 hours for the tenant to make accommodations for the pet.

If the death or incapacity of the pet owner threatens the health or safety of the pet, or other factors occur that render the owner unable to care for the pet, the situation will be reported to the responsible party designated by the tenant pet owner. This includes pets that are poorly cared for or have been left unattended for over 12 hours.

If the responsible party is unwilling or unable to care for the pet, or if Brooklyn Housing Authority Inc. after reasonable efforts cannot contact the responsible party, Brooklyn Housing Authority Inc. may contact the appropriate State or local agency and request the removal of the pet, or Brooklyn Housing Authority Inc. may place the pet in a proper facility for up to 30 days. If there is no other solution at the end of 30 days, Brooklyn Housing Authority Inc. may donate the pet to a humane society. Cost of this professional care will be borne by the pet owner.

Brooklyn Housing Authority Inc. may move to require removal of a pet from the premises on a temporary or permanent basis for the following causes:

- Creation of a nuisance after proper notification consistent with these pet rules. Notice shall be within a forty-eight (48) hour period
- Excessive pet noise or odor with proper notification
- Unruly or dangerous behavior
- Excessive damage to the tenant's apartment
- Repeated problems with vermin flea infestation
- Failure of the tenant to provide adequate appropriate care of the pet
- Leaving a pet unattended for more than 12 hours
- Serious illness or death of tenant pet owner
- Failure to observe any other rule contained in this section and not here listed, upon proper notification

If the pet is removed as a result of any aggressive act on the part of the pet, the pet will not be allowed back on the premises.

#### Emergencies

Brooklyn Housing Authority Inc. will take all necessary steps to ensure that pets that become vicious, display symptoms of severe illness, or demonstrate behavior that constitutes an immediate threat to the health or safety of others, are immediately removed from the premises by referring the situation to the appropriate state or local entity authorized to remove such animals.

If it is necessary for Brooklyn Housing Authority Inc. to place the pet in a shelter facility, the cost will be the responsibility of the pet owner.

If the pet is removed as a result of any aggressive act on the part of the pet, the pet will not be allowed back on the premises.

Requests for reason accommodations of this policy should be directed to:

Linda Laflamme, Property Manager  
(860) 963-6829 ext. 261  
[lindalaflamme@putnamhousing.org](mailto:lindalaflamme@putnamhousing.org)

I/we have read the above policy and understand that this policy is an attachment to our lease.

**Signatures:**  
**TENANT:**

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Signature

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Date

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Signature

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Date

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PROPERTY MANAGER