# PET OWNERSHIP

## **PETS**

#### A. EXCLUSIONS

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

## B. REQUIREMENTS

Prior to housing any pet on American Heartland Homes premises, the Resident must receive permission from AHH Management. The Resident must complete an 'Authorization for Pet Ownership Form' available at the office. The following information/documentation must also be provided to AHH:

- 1. A current license issued by the City of Hammond, Office of the City Controller (applicable to dogs and cats only)
- 2. documentation from a licensed veterinarian that the pet has been spayed or neutered
- 3. Documentation (no older than 90 days) from a licensed veterinarian that the pet has received the recommended vaccinations (i.e. rabies, distemper, etc.)
- 4. no less than 50% of the required pet security deposit in the form of a money order or cashier's check payable to AHH
- 5. an up-to-date photo of the pet

## C. PETS IN HOUSING

AHH allows for pet ownership in its developments with pre-approval of the AHH Management. Residents are responsible for any damage caused by their pets, including the cost of fumigating or cleaning their units. In exchange for this right, the Resident assumes full responsibility and liability for his/her pet and agrees to hold AHH harmless from any claims caused by an action or inaction of the pet.

#### D. TYPES AND NUMBER OF PETS

AHH will allow only common household pets. This means only domesticated animals such as a dog, cat, bird, fish in aquariums, or a turtle will be allowed in units. Common household pets do not include reptiles (except turtles). If this definition conflicts with a state or local law or regulation, the state or local law or regulation shall govern. There shall only be one of the allowed domesticated animals per unit. In cases of birds, no more than one (1) birdcage shall be allowed per unit, and more than two (2) birds may not occupy the cage. In instances of fish, there shall be no more than one (1) 20-gallon aquarium per unit. Fish shall be limited to the amount such aquarium can hold.

Only one (1) pet is permitted per unit.

All dogs and cats must be spayed and neutered before they become six months old. A licensed veterinarian must verify this fact.

Any animal deemed to be potentially harmful to the health and/or safety of others, including attack or fight trained dogs (including Pit Bulls, Rottweilers, Dobermans, etc.) and any other animal deemed dangerous to the public will not be allowed.

Animals may not exceed forty (40) pounds in weight at full adult size.

#### E. INNOCULATIONS

In order to be approved, 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, animal control, and anticruelty laws including any licensing requirements. A certification signed by a licensed veterinarian or state or local official shall be annually filed with HHA to attest to the inoculations.

#### F. PET DEPOSIT

A pet deposit is required at the time of registering a pet. The deposit is refundable when the pet or family vacates the unit, less any amounts owed due to damage beyond normal wear and tear.

Security deposits shall be applicable to dogs and cats.

Each resident owning a pet is required to pay a pet security deposit as follows:

American Heartland Homes (based on bedroom size):

	Pet Deposit Amount	Minimum Down Payment
One (1) Bedroom	\$100.00	\$ 50.00
Two (2) Bedrooms	\$200.00	\$100.00
Three (3) Bedrooms	\$300.00	\$150.00
Four (4) Bedrooms	\$400.00	\$200.00

The Resident is required to pay the initial 50% down payment in full at the AHH office upon approval of the pet request. The Resident will be allowed to make monthly installments on the balance. The Resident may pay the pet security deposit in full at any time before the final installment due date. Monthly installments must be paid within ninety (90) days of AHH approval of the pet.

Non-payment of the pet deposit balance or failure to keep the pay schedule will result in a written notice from AHH that the pet must be removed from AHH property. Failure to remove the pet will result in termination of the lease and/or eviction.

## G. 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, therefore prior to the return of pet deposit, any inspection of the unit must be requested to assess any damages. Additionally, any pet-related insect infestation in the pet owner's unit will be the financial responsibility of the pet owner and AHH reserves the right to exterminate and charge the Resident.

## H. 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 to the owner's unit and surrounding areas.

Repeated substantiated complaints by neighbors or AHH personnel regarding pets disturbing the peace of neighbors through noise, odor, animal waste, or other nuisances may result in the owner having to remove the pet or vacate the unit.

Pets that make noise continuously and/or incessantly for a period of ten (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.

## I. DESIGNATION OF PET AREAS

Pets must be kept in the owner's apartment and on a leash at all times when outside the unit (no outdoor cages may be constructed or installed). Pets may not be chained or tethered to outside posts, railings, or etc. Pet owners must clean up after their pets (i.e. tenant must carry a plastic bag for pick up and disposal of waste when walking their animal) and are responsible for disposal of pet waste in a proper method. With the exception of assistance animals, no pets shall be allowed in the community rooms, community room kitchen, laundry rooms, public bathrooms, lobby, hallways, or office in any of our sites.

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 (or floors) in our developments/buildings. This shall be implemented based on demand for this service.

#### J. MISCELLANEOUS RULES

Pets may not be left unattended in a dwelling unit for over 24 hours. If the pet is left unattended and no arrangements have been made for its care, AHH will have the right to enter the premises and make arrangements for the pet to be boarded at a local animal care facility at the total expense of the Resident.

Pet bedding shall not be washed in any common laundry facilities.

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

All dogs must wear a tag issued by the City of Hammond, as well as a tag indicating it has been vaccinated.

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.

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

If a pet causes harm to any person, the pet's owner shall be required to permanently remove the pet from AHH's property within twenty-four (24) hours of written notice from AHH. The pet owner may also be subject to termination of his/her dwelling lease.

A pet owner who violates any other conditions of this policy may be required to remove the pet from the development within ten (10) days of written notice from AHH. The pet owner may also be subject to termination of his/her lease.

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

## K. VISITING PETS

Pets deemed to be "outside" pets are not permitted. Pets not registered or approved by AHH are deemed to be "outside" pets. Additionally, pet sitting for friends, relatives, or other residents is not allowed. There shall be no exceptions to this rule.

Any person(s) visiting an HHA Resident will not be permitted to bring a pet onto AHH property.

## L. REMOVAL OF PETS

AHH or an appropriate community authority shall require the removal of any pet from a project if the pet's conduct or condition is determined to be a nuisance or threat to the health and/or safety of other occupants of the project or other persons in the community.

In the event of illness or death of a pet owner, or in the case of an emergency which would prevent the owner from properly caring for the pet, AHH has permission to contact the emergency caregiver designated by the Resident or the local Pet Law Enforcement Agency 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.

## M. BREACH OF PET POLICY

Should a breach of the rules set forth in this policy occur, AHH shall exercise the following remedies:

1<sup>st</sup> Occurrence: A Warning Notice will be sent and a meeting with the Property Manager will be required.

2<sup>nd</sup> Occurrence: AHH shall notify the Resident that he/she has ten (10) days to remove the pet from the premises of AHH. If the Resident does not comply, AHH will take action to terminate the Resident's dwelling lease.

AHH can waive the above steps if they determine the pet is a threat to the safety and security of other Residents. If this should occur, AHH will require immediate removal of said pet.

AHH assumes no responsibility for the health, safety, or welfare of pets. In all cases, local ordinances governing pets and other animals will be adhered to. Police, Animal Control, the Board of Health, and any other applicable local agency will be contacted at the discretion of the AHH.