

## SECTION XXV. PET RULE

### PET POLICY

**POLICY:** The North Wilkesboro Housing Authority (NWHHA), as required by Section 526 of the Quality Housing and Work Responsibility Act (QHWRA), will permit public housing residents to have a domesticated pet within the following conditions and guidelines:

1. The Head-of-Household must enter into a Pet Agreement with the Housing Authority (as attached), and provide annually to the Housing Authority proof of the pet's good health to include documentation supporting licensing, vaccination, spaying, neutering.
2. The NWHHA will permit only one pet per household and must be one of the following types of pets:

One (1) spayed or neutered\* dog adult weight of no more than 20lbs (adult weight), no more than 18" in height; cannot be of vicious or hostile breed; or

One (1) spayed or neutered\* cat; or

One (1) fish tank with maximum capacity of 20 gallons; requires \$50.00 pet deposit.

\*If a puppy or kitten, spaying or neutering must occur within six (6) months of age.

3. A pet deposit in the amount of \$250.00 is required. Payment of deposit can be made in three monthly installments of \$100.00 first month and \$75.00 the next two months. If payment is not complete in the time allowed the pet must be removed. The deposit is refundable only if there are no damages attributable to the pet, upon removal of the pet or the unit is vacated, whichever should first occur.
4. In the event of pet causing a nuisance/disturbance or failure of the household to comply with the terms and conditions of the Pet Agreement, the NWHHA will give written notice that the pet is to be removed from the premises. Failure to comply with the terms of the Pet Agreement or failure to remove the pet will be grounds for lease termination.
5. The NWHHA will not permit visiting pets and only pets authorized by an executed Pet agreement are permitted.
6. In the event of default by the resident of any of the terms of this agreement/addendum, Resident agrees upon proper written notice of default from the NWHHA, to correct the default, remove the pet, or vacate the premises.



Resident agrees that the NWHHA may revoke permission to keep said pet on the premises by giving the Resident proper written notice.

7. The NWHHA may use the pet deposit, as is reasonably necessary, to repair damages or cleaning made necessary by said pet. At the termination of this Addendum and the Lease, any balance shall be added to the security deposit under the lease, and thereafter, disbursed by Law. Resident agrees to pay the NWHHA for any damages or costs caused by the pet in excess of the security deposit on demand by the NWHHA.

Resident's liability for damages caused by his/her pet is not limited to the amount of the pet security deposit and the resident will be required to reimburse the NWHHA for the real cost of any damages caused by his/her pet where they exceed the amount of the pet security deposit. Soiling damage to walls, carpet, flooring or the ceiling of the unit below (if applicable) caused by breakage or spillage from an aquarium shall be the responsibility of the resident pet owner.

8. The Head-of-Household must provide annually to the Housing Authority proof of the pet's good health to include documentation supporting licensing, vaccination, spaying, neutering.
9. The NWHHA will not permit visiting pets. Only pets authorized by an executed Pet Agreement is permitted.
10. Dogs and cats must be maintained within the pet owner's unit. When outside, the pet on a leash and under the control of the resident or member of resident's household at all times. Pets are not permitted to remain in common areas community building, or the NWHHA's office. Pets must be hand carried through common areas such as stairways, etc.
11. Pet owners will be responsible for removal of pet waste. The NWHHA will impose a Separate charge of \$5.00 per occurrence for removal of pet waste should the resident fail to do so. Cat litter must not be disposed of by flushing down toilets and charges for unclogging toilets will be imposed should cat litter be found in a clogged line. Pet waste must be disposed of in a sealed plastic trash bag and placed in the dumpster.
12. Pet owners shall assume sole responsibility for liability arising from any injury, sustained by any person, that is attributable to an owner's pet. Resident agrees by execution of the Pet agreement to hold the Housing Authority harmless from and against any and all claims, actions, suits judgments and demands brought by any other party on account of or in connection with any activity of or damage caused by the Resident's pet.
13. Any pet which physically threatens and or harms a resident, guest, member of the NWHHA staff or other authorized persons at any time, on the NWHHA grounds, shall be considered a threat to safety and the Resident will be given written notice to remove the pet. Consistent with local and state ordinance, the NWHHA shall

take appropriate steps to have a pet removed from the premises in the event a pet causes physical harm or bodily injury to any resident, guest, a member of the NWHHA staff or other authorized person, or in the event the pet owner fails to remove the pet after written notice.

14. Infestation of a unit, adjacent units or common areas shall be the responsibility of the pet owner and such pet owner agrees to incur the costs of eradication of any infestation upon notice by the NWHHA. In the event the pet owner does not resolve the infestation within five (5) days after adequate notice by the NWHHA, the NWHHA will initiate eradication and bill the resident for such cost.

15. No pet shall be left unattended in any unit for longer than ten (10) hours. The NWHHA will notify the Wilkes County Animal shelter of any pet that appears to be poorly cared for or left unattended in excess of the time herein stated, or in the event of mistreatment/cruelty. The Resident agrees that the NWHHA may exercise its right to enter the premises for removal of a pet without prior notice, in the event of any emergency condition involving a pet.

16. It is the responsibility of the pet owner to make arrangements for pets when away from the unit for more than a ten (10) hour period. In the event of an emergency or sudden illness of a sole member household, the resident agrees that the NWHHA shall have discretion with respect to the provision of care to the pet consistent with federal guidelines and at the expense of the pet owner, if applicable, and in the event the emergency contact person named herein should be unavailable.

The following emergency contact information must be completed by the pet owner/head-of-house:

I, \_\_\_\_\_, authorize the NWHHA to contact \_\_\_\_\_ at \_\_\_\_\_ who has agreed to be responsible for my pet in the event that I am unable to care for it or I am away from my unit more than ten hours.

17. In the event of the death of a sole member resident, the pet owner agrees that the NWHHA shall have discretion to remove the pet consistent with State guidelines unless written the resident provides instructions regarding such removal to the NWHHA, or in the event the named caretaker is unwilling to take responsibility for the pet.

18. Resident agrees to secure any pet when the NWHHA staff is conduction inspections, maintenance work, etc. If notice has been given of inspections/maintenance, resident agrees to secure the pet and put a notice on the outside door of the unit of the location of the pet should the resident leave the unit during the period of notice of inspection/maintenance.



## **PET RULE**

1. The North Wilkesboro Housing Authority, as required by Section 526 of the Quality Housing and Work Responsibility Act (QHWRA), will permit public housing residents to have a domesticated pet within the conditions and guidelines set forth in the Pet Policy.

2. Excluded from this policy are animals that assist person with disabilities. The exclusion applies to animals that reside in projects for the elderly or person with disabilities. The Housing Authority must grant this exclusion if the following is provided:

The tenant or prospective tenant certifies in writing that the tenant or a member of his or her family is a person with a disability;

The animal has been trained to assist person with that specific disability (example, seeing eye dog); and

The animal actually assists the person with a disability.

### **Note:**

Nothing in this policy limits or impairs the rights of persons with disabilities.