



**WATERTOWN HOUSING AUTHORITY**  
**142 Mechanic Street Watertown, NY 13601**  
**Tel: 315-782-1251 Fax: 315-782-9394**

## **PET RULES AND REGULATIONS**

In order to protect Watertown Housing Authority (WHA) tenants, guests, staff and property and to ensure that tenant's pets will not violate the rights of all tenants to clean, quiet and safe surroundings, the WHA requires all tenants to abide by the pet rules and regulations as stated herein and in accordance with 24 CFR Part 960 and 24 CFR Part 5, which are hereby incorporated by reference into this document. Further goals of these rules and regulations are to protect and preserve the physical condition of the premises and the financial interest of the WHA. Residents agree to abide by the Pet Rules and understanding and receipt of the rules is acknowledged by signature page attached. Failure to abide by the Pet Rules is a violation of the lease terms and can result in withdrawal of WHA approval of the pet or termination of tenancy.

### **1. OWNERSHIP OF PETS**

- A. Owning a pet within the WHA properties is a privilege that must not be abused. Pet ownership by WHA residents is subject to reasonable requirements and limitations as described in this policy. WHA approval is required for pet ownership on WHA property. It is the resident's responsibility to read and comply with this policy. Pet owners will be responsible and liable for all bodily harm to other residents or individuals caused by their animals. Destruction of property belonging to the WHA or others caused by an owner's animal will be the financial obligation of the pet owner. Failure to make required restitution or repeated or serious violations of this policy is cause for lease termination.
- B. Common household pet means a domesticated animal, such as a dog, cat, bird, rodent (rabbit, gerbil, hamster, and guinea pig), fish, and turtle that is recognized as a companion animal and is kept in the home for pleasure rather than commercial purposes.
- C. Dog and Cat Ownership: Breeds of canines (full or partial) used for attack or defense purposes including, but not limited to, Pit Bulls, Dobermans, Rottweiler's, and Coy dogs, are not eligible for ownership on WHA property and will not be allowed under any circumstances. Overly aggressive cats, with a known or suspected propensity, tendency, or disposition to unprovoked attacks, will also be excluded.
- D. Birds and Fish Ownership: The number of birds in a unit shall not exceed two and no fish tank shall exceed 25 gallons in size.
- E. Hamster, Guinea Pig, or Gerbil Ownership: A maximum of one hamster, guinea pig, or gerbil may be kept.
- F. Animals Not Permitted: Any reptiles (snakes, alligators, etc.), hoofed animals, non-human primates, insects, arachnids, wild or feral animals, pot-bellied pigs, or animals

used for commercial breeding are not considered common household pets. They will not be allowed on WHA property. There are no exceptions.

**2. PET DEPOSIT AND NOMINAL FEE**

A. A Refundable pet deposit of \$100.00 is required before entrance of a pet into a unit. This is an obligation in addition to any other financial obligation generally imposed on tenants by terms of their leases. The refundable pet deposit is for additional costs not otherwise covered by the non-refundable nominal fee, i.e., costs for damage attributable to a particular pet and not covered by the fee. The Watertown Housing Authority will use the pet deposit only to pay reasonable expenses directly attributed to the presence of the pet in the project, including (but not limited to) the cost of repairs and replacement to, and fumigation of, the tenant's apartment. The pet deposit is not part of the rent payable by the tenant. The pet deposit will be placed in an escrow account and the Watertown Housing Authority will refund the unused portion of the deposit, plus any accrued interest to the tenant within a reasonable time after the tenant moves from the project or no longer owns or has a pet present in the dwelling unit of such tenant. \*For elderly or persons with disabilities, the pet deposit rule and regulations are implemented in 24 CFR Part 5, subpart C and are hereby incorporated into these rules and regulations.

**B. PET SECURITY WAIVER:**

I have read and understand that the pet security must be refunded as long as any move-out damages are not caused by the pet. If I leave owing a balance to the Watertown Housing Authority, I give my permission to apply my regular security deposit to the balance. If damages/late charges/work orders or any other charges are in excess of my regular security deposit, to offset any charges on my tenant account statement, I am requesting that the Watertown Housing Authority use my pet security deposit before issuing a refund. After all charges on my account, due from but not limited to, damages/late charges/work orders or any other charges, if a refund is due I understand that the Watertown Housing Authority will attempt to send a check to my last known address.

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Tenant Name (Print)

Tenant Name Sign

Date \_\_\_\_\_

**C. NOMINAL FEE:**

A non-refundable nominal fee of \$50.00; will be charged before a pet may be introduced into the unit. The nominal fee will be used to cover the reasonable operating costs to the project related to the presence of the pet.

**3. RULES FOR PET OWNERSHIP**

**A. *Registration of Pets:***

Residents must register their pets with property management and receive approval before the pet is brought onto the premises. Failure to do so is a material violation of the lease. At the time of registration, the resident must submit the following completed documents: Copy of dog license, Veterinarian Information, Alternative Care of Pet and proof of inoculation. For cats and dogs, the resident must provide proof of having current rabies inoculations and verification that the pet was spayed/neutered or a letter from a veterinarian giving a medical reason why the procedure cannot be performed.

**B. *Refusal to Register Pets:***

The WHA will refuse to register a pet if: The pet is not a common household pet as described in Section 1(b); Keeping the pet will violate any pet restrictions listed in this policy; The pet owner fails to provide complete pet registration information or fails to update the registration annually; The WHA 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 provisions of the lease.

If the WHA refuses to register a pet, a written notification will be sent to the pet owner within 10 business days of the WHA's decision. The notice will state the reason for refusing to register the pet and will inform the family of their right to appeal the decision in accordance with the WHA's grievance procedures.

**C. *Restrictions:***

The weight limit for a dog is 20 pounds by adulthood. Dogs exceeding this weight are not allowed and will not be tolerated. No pet, already pregnant, may be introduced into any unit. No pet offspring will be allowed. Pets that become pregnant while residing in WHA properties are often pets that have been allowed to roam, escaping the attention of their owner. Such pets and free-roaming pets may be removed from the premises pursuant to any means or procedure referred to in the section of this policy of "Notice of Pet Removal".

**D. *Pet Area Restrictions:***

Pets must be maintained within the resident's unit. When outside of the unit, within the building or on the grounds, dogs and cats must be kept on a leash (no longer than six feet) or carried and under the control of the resident or other

responsible individual at all times. Pets other than dogs or cats must be kept in a cage or carrier when outside of the unit. No pet may be chained, tied or leashed or otherwise attached to a tree, pole, etc. outside the apartment. No outside houses, cages or other structures for housing a pet will be allowed. Pet owners shall not alter their unit, patio, premises or common areas to create an enclosure for any animal. Pets are not permitted in common areas, including lobbies, community rooms, laundry areas, dining areas, and stores, except for those common areas which are entrances to and exits from the building. Pets are to be restrained in elevators. Pets must be leashed in the halls and main lobby for the purpose of going from and entering the building, Pets may not be exercised in the halls or lobby. Pet owners must exercise common sense and common courtesy with respect to other tenants who may have sensitivities, allergies to, or be easily frightened of or dislike pets. Assistance animals for persons with disabilities are exempt from this restriction.

**E. *Cleanliness:***

The pet owner shall be responsible for the removal of waste from all properties by placing it in a sealed plastic bag and disposing of it properly. Owners must take adequate precautions to eliminate any pet odors within or around the unit to maintain the unit in a sanitary condition at all times. A pet waste removal charge for each occurrence will be assessed against pet owners who fail to remove pet waste in accordance with this policy. See List of Charges.

Litter box requirements: Pet owners must promptly dispose of waste from litter boxes and must maintain litter boxes in a sanitary manner. Litter must not be disposed of by being flushed through a toilet. Litter boxes must be kept inside the resident's unit. Dishes or containers for food and water must be located within the pet owner's unit. Owners may not deposit food or table scraps for animals on their porches or yard.

**F. *Pet Care:***

Each pet owner is responsible for adequate care, nutrition, exercise and medical attention for his/her pet. Owners are responsible for appropriately training and caring for all pets to ensure that the pet is not a nuisance or danger to other residents and does not damage WHA property. No animals may be tethered or chained outside or inside the dwelling unit at any time. No pet may be unattended for more than 24 hours. If a pet owner wants to go on vacation or becomes ill, arrangements must be made for proper care of the pet. Animal control officers may enter an apartment to transfer any animal that is left unattended for 24 hours. The WHA accepts no responsibility for pets so removed.

**G. *Death of a Pet:***

The pet owner is responsible for arranging for disposal of any dead pet. Dead pets are not to be placed in dumpsters but removed from WHA property.

**H. Damages:**

Pet owners are responsible for paying the total cost of repairing any damages caused by a pet to any property owned by the WHA in excess of the pet security deposit/regular security deposit whether the damages are within the apartment or outside on the grounds, including any part of the building itself. This includes but is not limited to furnishings, walls, windows, rugs, flooring, etc. and shrubbery, flowers, outdoor furniture, etc.

**I. Pets Temporarily on the Premises:**

Pets that are not owned by a tenant are *not allowed* on the premises. Visitors (non-residents) on WHA property are not allowed to bring animals onto the premises, except for assistance animals. The head of household being visited is liable for any and all damages caused by his/her visitor's assistance animal. Residents are prohibited from feeding, giving water to, or harboring stray animals. This rule does not apply to visiting pet programs sponsored by a humane society or other non-profit organizations and approved by the WHA.

**4. PET RULE VIOLATION PROCEDURE**

**A. Pet Violations:**

Violation of the Pet Rules twice within a 12-month period is considered a material violation of the lease and appropriate lease enforcement actions up to and including eviction shall be taken. All complaints of cruelty and all dog bites will be referred to animal control or an applicable agency for investigation and enforcement. Any pet disturbing the peace of the neighbors through noise, smell, animal waste, aggressive behavior or other nuisance will be removed from the premises. Substantiated complaints by neighbors and/or WHA personnel or contractors, etc., will result in the owner being required to remove the pet or move themselves. If a pet jumps on, growls at, or bites a tenant or employee of the WHA or anyone else while on WHA property, the pet may be removed immediately at the discretion of the WHA pursuant to any available means or procedure in this section of the policy referred to as "Notice of Pet Removal".

**B. Notice of Pet Rule Violation:**

When WHA determines that a pet owner has violated one or more of these rules governing the owning or keeping of pets, based on objective facts and supported by written statements, then the WHA will serve a notice of the pet rule violation on the owner. The notice will contain; a brief statement of factual basis for the WHA's determination of the pet rule that has been violated; the requirement that the pet owner's failure to correct the violation, request a meeting, or appear at a requested meeting may result in initiation of procedures to remove the pet, or to terminate the pet owner's tenancy. In the event that the WHA determines that the

violation is of serious matter, the notice may require the immediate removal of the pet.

**C. *Pet Rule Violation Meeting:***

If within a reasonable amount of time, the pet owner requests a meeting to discuss an alleged pet rule violation, the WHA shall establish a mutually agreeable time and place for a meeting to be held. The WHA and the pet owner shall discuss any alleged pet rule violation and attempt to cure the violation and reach an understanding. As a result of the meeting, the WHA may give the pet owner additional time to correct the violation. Any decision or agreements made as a result of the meeting will be placed in writing and signed by both parties. Residents have the right to grieve decisions made through the Grievance Procedures.

**D. *Notice of Pet Removal:***

If the pet owner and the WHA are unable to resolve the violation at the meeting or the pet owner fails to correct the violation in the time period allotted by the WHA, the WHA may serve notice to remove the pet. The notice will contain; a brief statement of factual basis for the WHA's determination of the pet rule that has been violated; the requirement that the resident/pet owner must remove the pet within a reasonable time frame; and a statement that failure to remove the pet may result in the initiation of termination of tenancy procedures 24 CFR 5.356(b)(2).

**E. *Procedure for Termination of Tenancy:***

The WHA will not initiate the procedure to terminate a pet owner's tenancy based on a pet rule violation unless the pet owner failed to remove the pet or correct the pet rule violation within the applicable time period specified previously; and the pet rule violation is sufficient to begin procedures to terminate the pet owner's tenancy under the terms of the lease and applicable regulations. 24 CFR 5.356(c)

**F. *Protection of 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 pet owner. If the WHA finds evidence of neglect, abuse, or abandonment of the animal, the WHA may contact the Alternative Care of Pet designated by the pet owner and ask that they assume responsibility for the pet. If the responsible party is unwilling or unable to care for the pet or if the WHA, after reasonable efforts, cannot contact the responsible party, the WHA may contact the appropriate state or local agency and request the removal of the pet.

**G. *Nuisance or Threat to Health or Safety***

Nothing in this policy prohibits the WHA from requiring the removal of any pet or assistance animal from the property if the animal's conduct or condition constitutes a nuisance or a threat to the health or safety of other occupants of the

property or members of the community where the property is located, pursuant to provisions of state or local law. This includes, but is not limited to, situations in which immediate action is needed for removal of any pet from the premises pursuant to State or local laws, ordinances or regulation to preserve the health, safety or welfare of the pet, or the health, safety, welfare or right to peaceful enjoyment of the premises of any person. 24CFR 5.327