

THE HOUSING AUTHORITY OF FRISCO, TEXAS

PET POLICY

INTRODUCTION

This pet policy explains the rules and regulations of the Housing Authority of Frisco, Texas on the keeping of pets and any criteria or standards pertaining to the policy. The rules adopted are reasonably related to the legitimate interest of this PHA to provide a decent, safe and sanitary living environment for all tenants, to protecting and preserving the physical condition of the property, and the financial interest of the PHA.

A. ENABLING REGULATIONS

“Section 526 of the Quality Housing And Work Responsibility Act of 1998 (QHWRA) provides that residents of public housing may own 1 or more common household pets. This is subject to the reasonable requirements of the PHA. The resident must maintain each pet responsibly and in accordance with applicable State and local public health, animal control, and animal anti-cruelty laws and regulations and with the policies established in the agency plan for the PHA. ”

These “Reasonable Pet Requirements” incorporate the various state and local laws governing pets that include inoculating, licensing, and restraint, and provide sufficient flexibility to protect the rights and privileges of other residents who choose not to own pets.

In the event of an emergency or building evacuation it is the responsibility of the pet owner to remove the animal.

B. TYPE OF DWELLING UNITS PERMITTING PETS

All residents of FHA are eligible for pets according to the “Pet Policy.”

C. TYPE OF PETS AND NUMBER PER UNIT

A common household pet is defined as being a cat, dog, goldfish or tropical fish, canary, parakeet, or lovebird. Examples of animals that are not considered common household for purposes of this policy include: Reptiles, amphibians, insects, simeans, and other animals not listed above. No dangerous or intimidating pets, i.e., pit-bull dogs, rottweilers, or doberman pinchers, will be permitted.

One type of pet to a unit will be permitted, i.e.: one cat or dog, one fish bowl or tank, one cage with no more that two birds.

D. REGULATION REQUIREMENTS PRIOR TO ADMISSION

All pets must be registered with Management before permission is granted. Registration must show type of pet, recent picture, name, age, and if applicable, license number, and current inoculation information, name and address of the pet's veterinarian, plus a signed responsibility card showing the names of a person to call to come get the pet in the event of the tenant's illness or death.

Residents will be refused pet registration if management determines the tenant is unable to fulfill their past or future obligations as a pet owner are unable to adhere to the terms of the lease, or house pet rules, the animal does not meet the definition of common household pet, or the temperament of the animal is considered dangerous.

A resident will submit a "Pet Permit Application" (Exhibit I) and a check or money order in the amount of \$200.00 per pet, will accompany the application. This amount will apply toward the security deposit if pet application is approved. The pet deposit is to be used to cover cost of damages or fumigation as the result of pet ownership. The pet deposit will be refunded minus any applicable charges within thirty (30) days after resident vacates the unit or the pet is permanently removed from the unit.

In the event the pet owner is incapacitated or no longer available to care for the pet, the person designated on the registration form must remove the pet. In absence of the designated person's availability, management will place the pet with the Collin County Humane Society.

E. SECURITY DEPOSIT

The security deposit of \$200.00 per pet, as stated in Section D above will be held in deposit as part of the lease. Upon vacancy this will be refunded minus repairs or damage or necessary fumigation incurred by the pet. Such deposit will be used for services related to flea removal as well as other damages.

A Resident liability for damages caused by his/her pet is not limited to the amount of the pet deposit and the resident will be required to reimburse the project for the amount for the real cost of any and all damages caused by his/ her pet where they exceed the amount of the pet deposit.

All units occupied by a dog or cat will be fumigated upon being vacated, the cost of which will be born by the security deposit. Infestation of a unit by fleas carried by his/her pet shall be the responsibility of the pet owner.

F. DOG OWNER REQUIREMENTS

Any dog must be no less than six (6) months old and completely housebroken.

Proof that the dog is already neutered or spayed must be furnished.

The dog must wear a collar at all times showing license and owner's name and address.

At each recertification, the tenant must show proof that the dog has had the proper shots; the proof must be signed by a veterinarian.

A dog cannot be over 14 inches tall at the top of the shoulder, or weigh over 25 pounds when it is considered full-grown.

A dog must be on a leash at all times when outside owners apartment unless it is in an approved locked pet carrier.

If a pet does deposit waste on Frisco Housing Authority property, the pet owner must remove any waste from his pet immediately. The waste must then be placed in a plastic bag, sealed tightly, and disposed of as trash.

No dog may stay alone in an apartment overnight. It is the responsibility of the tenant if they have to leave suddenly and be away overnight to take the pet elsewhere until they return. If a pet is found alone, see Pet Removal policy.

G. CAT OWNER REQUIREMENTS

Cats may be not less than six (6) months old.

All cats must be litter trained before admission.

Proof that the cat has been declawed and spayed or neutered must be shown before admission approval.

The cat must wear a collar at all times showing owner's name and address.

Proof must be shown before admission and each year, upon recertification of the resident, that the cat has had the proper shots. This proof must be signed by a veterinarian.

Cat must be on a leash at all times when outside of the owner's apartment unless is in an approved locked pet carrier.

Tenant must use a plastic litter box, which is kept clean daily. Litter must be put in a sealed plastic bag and disposed of daily.

No cat may stay alone in an apartment overnight. It is the responsibility of the tenant if

they have to leave suddenly and be away overnight to take the pet elsewhere until they return. If a pet is found alone, see the Pet Removal policy.

If a pet does deposit waste on Frisco Housing Authority property, the pet owner must remove any waste from his pet immediately. The waste must then be placed in a plastic bag, sealed tightly, and disposed of as trash.

All animal waste or litter from cat litter boxes shall be picked up immediately by the pet owner and disposed of in a sealed plastic bag and placed in trash bins. Cat litter shall be changed at least twice a week.

Cat litter shall not be disposed of by flushing down toilets. Charges for unclogging toilets or clean up of common area required because of attributable pet nuisance shall be billed to and paid by the resident pet owner.

H. BIRD OWNER REQUIREMENTS

No more than (2) birds to a unit will be permitted, canaries, parakeets, or lovebirds only. **No parrots.**

The cage must be no larger than three (3) feet high and two (2) feet wide.

Cages must be cleaned daily and debris disposed of in a plastic bag to be in trash immediately.

Birds must be healthy and free of disease at all times.

Birds are not permitted to be left alone in an apartment over two (2) days unless an arrangement for daily care has been made by the owner.

I. FISH OWNER REQUIREMENTS

One (1) fish tank only permitted to a unit no bigger than five (5) gallon size, or one (1) large gold fish bowl no more than one gallon size.

Fish may not be alone in the unit over one (1) week unless an arrangement for daily care has been made by the owner.

Pet owner must be aware when cleaning or filling fish tanks that water damage done to this apartment or apartments under him will be billed to the pet owner and any charges must be paid within 30 days of the incident.

J. GENERAL POLICY FOR AUTHORIZED PETS

Pets are never permitted in another apartment or the public rooms, i.e.: office, community room, laundry room, lounge, or solarium.

Any pet suffering illness must be taken within two (2) days to a veterinarian for diagnosis and treatment. The Frisco Housing Authority must, upon demand, be shown a statement from the veterinarian indicating the diagnosis. Any pet suspected of suffering symptoms of rabies or any other disease considered to be a threat to health must be immediately removed from the premises until signed evidence from a veterinarian can be produced to indicate that the animal is not so afflicted.

Resident pet owners agree to control the noise of his/her pet such that it does not constitute a nuisance to other tenants. Failure to so control pet noise may result in the removal of the pet from the premises.

PUBLIC HOUSING AUTHORITY SHALL TAKE ALL NECESSARY ACTIONS UNDER THE LAW TO REMOVE ANY PET THAT CAUSES BODILY INJURY TO ANY TENANT, GUEST, VISITOR, OR STAFF MEMBER.

All resident pet owners shall provide adequate care, nutrition, exercise, and medical attention for his/her pet. Pets, which appear to be poorly cared for, or which are left unattended for longer than 12 hours will be reported to the Humane Society and will be removed from the premises at the pet owner's expense.

In the event of a tenant's sudden illness the resident pet owner agrees that management shall have discretion with respect to the provision of care to the pet consistent with policy guidelines and at the expense of the resident pet owner unless written instruction with respect to such area are provided in advance by the resident to the complex housing management office and all care shall be at the resident's expense.

Unwillingness on the part of named caretaker(s) of a pet to assume custody of the pet shall relieve management of any requirement to adhere to any written instruction. With respect to the

care or disposal of a pet and shall be considered as authorization to management to exercise discretion in such regard consistent with policy guidelines.

Resident pet owners acknowledge that other residents may have chemical sensitivities or allergies related to pets or easily frightened by such animals. The resident, therefore, agrees to exercise common sense and common courtesy with respect to such other resident's right to peaceful and quiet enjoyment of the premises.

K. PET REMOVAL

Management may move to require the removal of a pet from the premises on a temporary or permanent basis for the following causes:

- a. Creation of a nuisance after proper notification consistent with these Pet Rules. Notice shall be within a forty-eight (48) hour period.
- b. Excessive pet noise or odor with proper notification.
- c. Unruly or dangerous behavior.
- d. Excessive damage to the resident's apartment unit.
- e. Repeated problems with vermin flea infestation.
- f. Failure of the tenant to provide for adequate care of his/her pet.
- g. Leaving a pet unattended for more than 12 hours.
- h. Failure of the tenant to provide adequate appropriate care.
- i. Tenant serious illness and/or death.
- j. Failure to observe any other rule contained in this section and not here listed upon proper notification.

Tenants shall not alter the interior of their unit, patio, or balcony to create enclosure for an animal or bird.

Tenants shall not allow pets tied, or outside of the dwelling unit directly on the grounds of the Authority.

Tenants shall not feed stray or unregistered animals. This shall constitute having pet without permission of the Authority.

Date application received: _____ By: _____

Policy explained to tenant by: _____

Apartment inspected for housekeeping: _____ Yes _____ No

Approved by: _____

Rejected by: _____

Reason(s): _____
_____.

Date Permit Issued: _____ Permit Number: _____

PET PERMIT NO. _____

1. Parties and dwelling unit:

Parties of this unit are the *Housing Authority of Frisco, Texas* referred to as the management /landlord and _____ referred to as the tenant. The Landlord leases to the tenant unit number _____ located at _____.

2. Length of Time (Term):

The term of this permit shall begin on _____ for a twelve month period. It will renew automatically on a month to month basis unless terminated by either party in writing.

3. Pet Security Deposit:

The tenant has deposited \$ _____ with the landlord. The landlord will hold the pet security deposit for the period the tenant occupies the unit. After the tenant has moved from the unit, the landlord will determine whether the tenant is eligible for a refund of any or all of the pet security deposit, and make such within (30) days.

6. The tenant agrees to file a copy of any Municipal registration or license with the landlord, and to keep same current.

7. The tenant agrees to keep the pet properly inoculated for rabies and distemper, and to file proof that such inoculations or vaccinations are current.

8. The tenant agrees to assume all personal financial responsibility for damages to any personal or project property caused by the pet, and assumes personal responsibility for personal injury to any party, caused by the pet.

9. The tenant hereby certifies and agrees to the general terms and conditions of the management of this pet by the tenant, and understands and acknowledges that the Pet Permit can be revoked for failure to follow and abide by the Pet Policy.

10. The tenant agrees to make the apartment available for inspection, during normal working hours, upon thirty (30) minutes notice.

11. The tenant agrees to have a pet use outside relief area, if pet is dog or cat, or cats may use approved kitty litter container in apartment. Tenant further agrees to pay for the cost of any clean up as the result of "accidents" by the pet.

12. The tenant agrees to dispose of pet waste and kitty litter by placing in double plastic bags and putting bag in trash receptacle – daily.
13. The tenant agrees and understands that the Pet Policy is a part of the lease and this permit.

**AS A CONDITION OF THE APPLICATION FOR A PET PERMIT ON _____,
I _____, UNDERSTAND AND AGREE TO THE TERMS AND
CONDITIONS OF THE PET POLICY.**

Tenant Date

FHA Representative Date