

# City of Manistee Housing Commission

## Pet Policy for General Occupancy Developments

Adopted: September 22, 2015

### **NOTICE**

**Residents/Applicants must receive approval for their pet and pay in full all associated fees prior to bringing it onto CMHC property. Residents/Applicants who bring a pet onto CMHC property will have their request for a pet **DENIED**.**

**Introduction:**

The CMHC Pet Policy explains the regulations 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 CMHC to provide a decent, safe and sanitary living environment for all tenants, to the protecting and preserving the physical condition of the property, and the financial interest of CMHC.

**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. To this end, the Manistee Housing Commission has adopted the following ‘reasonable’ pet requirements...”**

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 chose 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.

### **General Application of Policy:**

All residents of the City of Manistee Housing Commission are eligible for pets according to the information and regulations set forth in this policy.

### **Types of Pets Permitted:**

Residents are permitted to have a common household pet. A common household pet is defined as being a cat, dog, goldfish or tropical fish, canary, parakeet, or lovebird.

### **Non-common Household and Prohibited Pets:**

Examples of animals that are **not** considered common household for purposes of this policy include:

- reptiles
- amphibians
- insects
- simians (i.e. monkeys)
- rodents
- arachnids (spiders, tarantulas, etc.)
- and other animals not listed above.

Pets and breeds that are prohibited are:

- Pit-bulls
- Rottweilers
- Doberman Pinchers
- Dogs over 20 pounds
- Registered pets that have attacked CMHC maintenance staff, owner, other residents, any member of the public
- Any breed commonly recognized as violent and/or aggressive
- Poisonous or flesh eating or otherwise dangerous fish
- CMHC reserves the right to add additional pets or breeds at any time; additions to the list will be published and provided to all residents.

**Number and Size of Pets Permitted Per Unit:**

*Residents are permitted only **one type** of pet per unit.*

- Dog: One (1) with a maximum weight 20 pounds with a maximum full-grown height of fifteen 15 inches at the shoulder.
- Cat: One (1) with a maximum weight of 15 pounds with a maximum full-grown height of eight (8) inches at the shoulder.
- Fish: One (1) aquarium no larger than 20 gallons
- Bird: One (1) caged canary, parakeet or lovebird

**Regulation Requirement Prior to Admission (Exhibit I):**

All pets must be registered with Management **BEFORE** permission is granted. ***Tenants are prohibited by this policy from bringing unapproved, unregistered pets onto CMHC property and into their unit for any reason.*** 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 three (3) persons 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, house pet rules, if the animal does not meet the definition of common household pet, or if the temperament of the animal is considered dangerous.

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 County Humane Society.

**Pet Responsibility Card**

Prior to pet admission, the owner must fill in and sign a written responsibility form showing name, address and phone number of three (3) local persons who will come and get the pet in the event of a tenant’s illness, vacation, or death. The responsibility form must be renewed annually as a part of the tenant’s re-certification process. Persons so named will be responsible in the order of their names on the responsibility card. *It is the pet owner’s responsibility to keep the information of these emergency contact individuals current and inform the office of any changes. **If a pet needs to be removed from CMHC and a contact person cannot be reached the pet will be turned over to the County Humane Society.***

## **PET DEPOSITS**

A PHA may require a refundable pet deposit to cover additional costs attributable to the pet and not otherwise covered [24 CFR 960.707(b)(1)].

A PHA that requires a resident to pay a pet deposit must place the deposit in an account of the type required under applicable State or local law for pet deposits, or if there are no such requirements, for rental security deposits, if applicable. The PHA must comply with such laws as to retention of the deposit, interest, and return of the deposit to the resident, and any other applicable requirements [24 CFR 960.707(d)].

### **Payment of Deposit**

#### CMHC Policy

The CMHC does not require a pet deposit

## **NON-REFUNDABLE NOMINAL PET FEE**

PHAs may require payment of a non-refundable nominal pet fee to cover the reasonable operating costs to the development relating to the presence of pets [24 CFR 960.707(b)(1)].

#### CMHC Policy

The CMHC requires pet owners to pay a non-refundable nominal pet fee of \$150.

This fee is intended to cover the reasonable operating costs to the project relating to the presence of pets. Reasonable operating costs to the project relating to the presence of pets include, but are not limited to:

Landscaping costs

Pest control costs

Insurance costs

Clean-up costs

The pet fee of \$150.00 will be billed on an annual basis, and payment will be due 14 calendar days after billing.

Charges for the non-refundable pet fee are not part of rent payable by the resident.

## OTHER CHARGES

### Pet-Related Damages During Occupancy

#### CMHC Policy

All reasonable expenses incurred by the CMHC as a result of damages directly attributable to the presence of the pet in the project will be the responsibility of the resident, including:

The cost of repairs and replacements to the resident'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 resident.

If the resident is in occupancy when such costs occur, the resident shall be billed for such costs in accordance with the policies in Section 8-I.G, Maintenance and Damage Charges. Pet fees 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 resident.

### Pet Waste Removal Charge

The regulations do not address a PHA's ability to impose charges for house pet rule violations. However, charges for violation of PHA pet rules may be treated like charges for other violations of the lease and PHA tenancy rules.

#### CMHC Policy

A separate pet waste removal charge, billed at the current posted labor rate listed in the Maintenance and Damage charges, will be assessed against pet owners who fail to remove pet waste in accordance with this policy.

Such charges will be due and payable 14 calendar days after billing.

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

### Dog Owner Requirements:

- Any dog must be no less than six (6) months old and completely housebroken. ***No exceptions shall be granted. Tenants who bring dogs onto CMHC property, and into their unit as a pet, that are less than six (6) months old shall be in material violation of their lease and subject to eviction.***
- Proof that the dog is already neutered or spayed must be furnished. Dogs may be exempt from spaying or neutering if it is determined by a veterinarian that the dog is too old or it would be a detriment to its health. ***A signed certificate from the veterinarian of record validating the exemption shall be placed in the tenant's file.***
- Each dog must be properly licensed and vaccinated; tenant must furnish proof of license and up to date vaccination during the tenant's annual recertification.
- The dog must wear a collar at all times showing license and owner's name and address.
- The dog must wear a flea collar or be taking flea prevention medication prescribed by the veterinarian. If the dog is taking flea prevention medication proof of medication from the veterinarian's office must be provided to the office. Flea collars must be changed every three (3) months. CMHC reserves the right to verify that the flea collar worn by the dog meets this requirement.

- Dogs must also receive veterinarian approved tick prevention treatment. Tenant is required to provide proof, signed by a veterinarian, that the dog is receiving tick prevention treatment. Proof is required to be presented at the annual re-certification of the tenant.
- Each year, as part of the tenant's annual recertification, the tenant must show proof that the dog has had the proper Parvo shots for distemper, other legally required inoculations and rabies, ***the proof must be signed by a veterinarian.***
- A dog cannot be over 15 inches tall at the top of the shoulder, or weigh over 20 pounds when it is considered full-grown.
- A dog must be on a leash, no longer than four (4) feet, at all times when outside owner's residence unless it is in an approved locked pet carrier. Small dogs should be held and carried through the building even if on a leash. ***Installation of electric, invisible fence in resident's yards is not permitted.***
- Dogs are permitted to urinate and defecate only in the designated dog runs. Dog owners living in CMHC family units are able to use their yard. All feces must be immediately picked up in a plastic bag and disposed of properly. ***Violation of this regulation will initiate immediate removal of the dog from the resident's dwelling.***
- Only one pet is allowed in an elevator at a time. If one pet is in the car when it stops at the floor, the pet owners must wait for a car without a pet.
- 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 CMHC will proceed with removal of the pet as outlined in the pet removal section of this policy.
- Pet owner must designate an alternative residence for the pet before pet is approved by management.

### **Cat Owner Requirements:**

- Cats may be not less than six (6) months old. ***No exceptions shall be granted. Tenants who bring cats onto CMHC property, and into their unit as a pet, that are less than six (6) months old shall be in material violation of their lease and subject to eviction.***
- All cats must be litter trained before admission.
- Proof that the cat has been de-clawed and spayed or neutered must be shown before admission approval. Cats may be exempt from spaying or neutering if it is determined by a veterinarian that the cat is too old or it would be a detriment to its health. ***A signed certificate from the veterinarian of record validating the exemption shall be placed in the tenant's file.***
- The cat must wear a collar at all times showing owner's name and address plus a cat flea collar.
- Each year, as part of the tenant's annual recertification, the tenant must show proof that the cat has had the proper FVR-CP and rabies and distemper shots and other legally required inoculations; ***the proof must be signed by a veterinarian.***
- Cat must be on a leash or cat carrier at all times when outside of the owner's apartment.
- Tenant must use a covered litter box filled with clumping litter. Tenants must clean the litter box daily. Litter must be put in a sealed plastic bag and disposed of daily. Tenant must empty litter box of all litter, disinfect litter box and refill with new clumping litter once a month.
- No cat can be over eight (8) inches tall at the shoulders and weigh over 15 pounds.
- Cats must be exercised off the City Manistee Housing Commission property.
- 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 CMHC will proceed with removal of the pet as outlined in the pet removal section of this policy.

- In case that a pet cannot wait and does deposit waste on CMHC, the pet owner must have a utensil such as a “Pooper Scooper” to use to remove any waste from his pet as soon as it is deposited on CMHC property. The waste must then be placed in a plastic bag, sealed tightly, and disposed of as trash.
- The cat must wear a flea collar or be taking flea prevention medication prescribed by the veterinarian. If the cat is taking flea prevention medication proof of medication from the veterinarian’s office must be provided to the office. Flea collars must be changed every three (3) months. CMHC reserves the right to verify that the flea collar worn by the cat meets this requirement.
- 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 not be disposed of by flushing down toilets. Charges for unclogging toilets or cleanup of common area required because of attributable pet nuisance shall be billed to and paid by the resident pet owner.

#### **Bird Owner Requirements:**

- No more than one (1) bird to a unit will be permitted, canaries, parakeets, or lovebirds only.  
**No parrots.**
- The bird must be caged at all times.
- 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 put 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 arrangements for daily care has been made by the owner.

#### **Fish Owner Requirements:**

- One (1) fish tank only permitted to a unit no bigger than twenty (20) 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 arrangements for daily care have 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/her will be billed to the pet owner and any charges must be paid within 30 days of the incident.



## **General Policy for Authorized Pets:**

### High Rise Units

- Pets must go directly from their floor to the elevator and down first floor to hall to the outside and back the same way.
- Only one pet is allowed in elevator at a time. If one pet is in the car when it stops at a floor, the pet owner must wait for a car without a pet.
- Pets are not permitted on other floors other than first or their own apartment.
- Pets are never permitted in another apartment or the public rooms, i.e.: office, community room, laundry room, lounge, or solarium.
- Pet are not permitted in hallways except for proceeding directly to the elevator or apartment when entering or exiting.

### Family Units:

- Dogs and cats must be on a four (4) foot leash at all times.
- Dogs and cats outside of residence must be attended by an adult at all times.
- Dogs and cats are permitted only on the premise of the rental unit granted in the lease.

### General:

- Any pet suffering illness must be taken within two (2) days to a veterinarian for diagnosis and treatment. The CMHC 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.
- **THE CITY MANISTEE HOUSING COMMISSION 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 twelve (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 CMHC office and all care shall be at the resident's expense.
- Unwillingness on the part of named caretakers 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.

**Pet Removal:**

Management, at its sole discretion, 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 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.

***In the case where a pet attacks the owner, resident, visitor, member of the CMHC staff or any other individual the pet will be immediately and permanently removed.***

**Additional Information:**

- Tenants shall not alter the interior or exterior of their leased premise to accommodate their pet. Nor shall the tenant alter any CMHC property to accommodate their pet. In the instances where alteration has occurred CMHC maintenance shall repair the alteration at the tenant's expense.
- Tenants who bring an unauthorized pet into their residence will be subject to eviction per the terms of their lease.
- Tenants are not permitted to allow visiting pets and/or unauthorized pets at any time.

***THIS POLICY SHALL SUPERCEDE ALL PREVIOUS CITY OF MANISTEE HOUSING COMMISSION PET POLICY, INCLUDING ANY VERBAL OR OTHERWISE ADMINISTERED AGREEMENTS BETWEEN THE TENANT AND MHC.***

# City of Manistee Housing Commission

## Resident Pet Responsibility Card

<b>Resident/Head of Household Name</b>		<b>Pet Type [dog, cat, fish, etc.]</b>		<b>Pet Name</b>	
<b>Resident/Head of Household Address</b>		<b>Unit #</b>		<b>Email Address</b>	
<b>Main Phone #</b>		<b>Mobile Phone #</b>		<b>Alternate Phone #</b>	
<b>Pet Description [color, special markings, etc.]</b>			<b>Photo</b>		
<b>FROM VETERINARY RECORD</b>					
<b>Breed</b>	<b>Weight</b>	<b>Height</b>			
<b>Vaccination Record</b>					
<b>Vaccination Type</b>	<b>Date</b>	<b>Expires</b>			
		<b>Pet Age</b>			
<b>Veterinary of Record</b>		<b>Address</b>		<b>Phone #</b>	
<b>Emergency Contacts</b>					
<b>Name</b>		<b>Relationship to Resident</b>		<b>Best Contact Phone #</b>	
<b>PET FEE PAYMENT RECORD</b>					
<b>Date Paid</b>		<b>Amount</b>		<b>Check or Money Order #</b>	

## Resident Acknowledgment of Compliance

I hereby attest to and acknowledge that all of the information provided on the Pet Responsibility Card is accurate and truthful. I attest that the pet recorded on the Pet Responsibility Card is the only pet in the unit I lease from the City of Manistee Housing Commission. I acknowledge and agree to comply with all of the rules and regulations of the CMHC, including, but not limited to, the Pet Policy and understand that any act of noncompliance is a material violation of my lease and shall result in the termination of my lease agreement with the CMHC.

\_\_\_\_\_  
NAME—PRINTED

\_\_\_\_\_  
DATE

\_\_\_\_\_  
SIGNATURE