

The Housing Authority of the City of Wildwood

3700 New Jersey Avenue, Wildwood, New Jersey

Adopted:08/25/21

PET POLICY

PURPOSE: To establish and maintain rules and regulations that promote decent, safe and sanitary housing for the benefit and well being of all housing authority residents. To protect and preserve the physical condition of housing authority properties. No animal of any kind shall be permitted on Housing Authority property without prior approval in accordance with the terms set in forth in this policy.

A. APPROVAL OF PET

In order for any pet to be approved, residents must be able to provide the following:

1. Current license for pet in compliance with State and Local laws.
2. Certificate from veterinarian that the pet has received all inoculations required by State and Local law, and that the pet has no communicable diseases and is “pest-free”.
3. Dogs and Cats must be spayed or neutered. Puppies and kittens when age appropriate.
4. Must be able to comply with all other terms of this policy.
5. In accordance with 24 CFR 5.303, in order for to qualify for a reduced deposit of \$0.00, owner must meet the definition of “permanently disabled” as defined by Section 504 of the Americans with Disabilities Act.

B. DEPOSIT

Deposits are to be paid in full at the time of registration as follows;

1. Senior Housing: \$50.00 for all pets
2. Family Housing: \$200.00 deposit for dogs and cats.
All other animals require a \$50.00 deposit.
3. In accordance with the PH Occupancy G.B. (Chapter 16), the deposit fee for “service animals” will be waived.

C. REFUSAL TO REGISTER PET

If the Housing Authority refuses to register a pet, a written notification will be sent to the owner stating the reason for disapproval. The notice of disapproval may be combined with notice of a pet violation. The Housing Authority reserves the right to refuse to register pet if:

1. The pet is not a *common household pet* as defined by this policy.
2. Keeping the pet would violate any terms of the approved policy.
3. The pet owner cannot or does not provide complete documentation outlined in this policy.
4. The Housing Authority reasonably determines that the pet owner is unable to keep the pet in compliance with the pet policy or related lease obligations. The pet's temperament and behavior may be considered as a factor in determining the pet owner's ability to comply with applicable lease provisions.
5. The Wildwood Housing Authority determines that having the pet on the premises would be unduly disruptive to other residents or personnel or destructive to property.

D. STANDARDS FOR PETS

1. PERSONS WITH DISABILITIES

Pet rules will be applied to animals that assist persons with disabilities.

In order for an assisting pet to be allowed in certain restricted areas, the owner must certify that:

- a. The owner meets the definition of "disabled"
- b. The animal is in fact assisting the owner in some type of daily living need.

E. TYPES OF PETS ALLOWED

Residents may own a maximum of two pets, only one of which can be a dog or a cat.

1. DOGS

- a. Maximum number: One (1)
- b. Maximum adult weight: 25 pounds
- c. Must be housebroken
- d. Must be spayed or neutered
- e. Must have all required inoculations
- f. Must be licensed as specified now and in the future by State and/or Local Ordinances

2. CATS

- a. Maximum number: One (1)
- b. Must be spayed or neutered
- c. Must be litter box trained
- d. Must be licensed as specified now and in the future by State and/or Local Ordinances

3. BIRDS

- a. Maximum number: Two (2)
- b. Must be enclosed in appropriate size cage at all times

4. FISH

- a. Maximum aquarium size: 10 gallons
- b. Must be maintained on an approved stand
- c. Tank must be kept clean and free of odors

Visitors are not permitted to bring pets into the building at any time. The only exception to this is for disabled visitors with an assistance animal.

F. ALTERATIONS TO UNIT

Resident shall not alter the dwelling unit, patio, porch, balcony, or common areas to create an enclosure for the pet.

G. PET WASTE REMOVAL

Resident is responsible for all pet waste removal. Any and all reasonable expenses incurred by the Housing Authority as the result of damages directly related to the pet, will be the responsibility of the owner. This can include, but not be limited to:

1. Cleaning and related waste removal
2. The cost of repairs and replacement to the unit or other effected area
3. Fumigation of the unit

If the resident is still occupying the unit when such costs occur, the resident will be billed on the next monthly rent statement. If such expense occurs after the unit is vacated, the cost will be deducted from the security deposit.

H. PET AREA RESTRICTIONS

Pets must be maintained within the residents unit. When outside the unit, pets must be carried through all common areas. Pet is not to be put down until it is outside any hi-rise building. When pet is down, it must be leashed at all times.

Pets are not permitted in Community Halls or Laundry Rooms unless it is an assistance animal.

Pets must be walked in designated areas if supplied.

I. NOISE

Pet owners must agree to control the noise of pets so that it does not constitute a nuisance to other residents. This includes, but is not limited to loud, continuous barking, howling, whining or other such activities that may disturb the peaceful enjoyment of other residents.

J. CLEANLINESS AND CARE

Litter Box Requirements

1. All litter must be removed from box must be placed in a sealed plastic bag and placed in the trash can (for low rise units) or first floor trash room at hi-rise units.
2. Litter *shall not* be disposed of in toilets.
3. Litter boxes shall be kept within the dwelling unit, not on porches, balconies, etc.

Removal of Waste from Other Locations

1. The resident shall be responsible for the removal of all waste deposited by pet.
2. Resident will take adequate precautions to eliminate any pet odor within and around the dwelling unit
3. Pets bedding and food containers must be kept clean at all times.

K. RESPONSIBLE PARTIES

At the time the pet is registered with the Housing Authority, the resident must designate at least one responsible person who will assume care of the pet in the event of absence of the resident.

L. INSPECTIONS

The Housing Authority may, after proper notice to the resident, enter and inspect the dwelling unit in addition to regular routine inspections. In most cases this would only take place due to a complaint about the pet or condition of the unit.

M. PET RULE VIOLATIONS

If a determination is made based on facts, and supported by written statements, that a pet owner is in violation of the pet policy, written notice will be served.

The notice will contain a brief statement of the basis for the determination and the pet rule(s) that were violated. The notice will also state:

1. That the resident has three (3) days from receipt of notice to correct the violation or make written request for a meeting to discuss the violation
2. That the resident is entitled to bring another person of his or her choice to the meeting

3. What action will be taken if the resident fails to correct the violation, or request a meeting regarding the violations

If the pet owner requests a meeting within the three (3) period, the meeting will be scheduled no later than (5) days following the request.

N. NOTICE OF REMOVAL OF PET

If the resident and the Housing Authority are unable to resolve the matter at the meeting, if one is held, or the resident fails to correct the violation in the time period allotted, the Housing Authority may serve notice to remove the pet.

If such notice is served, it will state:

1. A brief statement of the facts for the Housing Authority's determination and the specific section(s) of the policy being violated.
2. The requirement that the resident must remove the pet within forty-eight (48) hours of receipt of notice.
3. A statement that a failure to remove pet will result in the initiation of termination of tenancy.

O. TERMINATION OF TENANCY

The Housing Authority may initiate procedures for termination of tenancy based on a pet rule violation:

1. The pet owner has failed to remove the pet or correct the stated violations within a specified time
2. The pet rule violation is sufficient to begin tenancy termination procedures under terms of the lease

P. PET REMOVAL

If the health or safety of the pet is threatened by the death or incapacity of the owner of the pet is being neglected or abused, the situation will be reported to the designated Responsible Party chosen by the pet owner. If the party is unwilling, or unable to care for the pet, or if the Housing Authority, after reasonable effort, cannot contact the responsible party, the Housing Authority may contact a local or State agency and request removal of the pet.

Q. EMERGENCIES

The Housing Authority will take all necessary steps to ensure that pets which become vicious, display symptoms of severe illness or demonstrate behavior that would affect the health and/or safety of other residents, are referred to the local or State agency authorized to remove such pet.

The Housing Authority of the City of Wildwood

PET AGREEMENT

This pet agreement, when executed, becomes part of the residential lease for the dwelling unit noted below.

I, _____ certify that:

1. I have read and received an explanation of the Provisions of the Pet Policy and Rules set forth by the Wildwood Housing Authority.
2. I understand that any violation of these rules may constitute cause for the removal of my pet from the premises, and/or termination of my tenancy. I accept full and complete responsibility for the care and cleaning of my pet and my Dwelling Unit#:_____.
3. When required by the Wildwood Housing Authority to remove my pet from the premises, for just cause, I agree to accomplish this as expediently as possible. I also understand that failure to do so may constitute further action being taken against me, which may lead to termination of my tenancy.
4. In the event I am no longer in possession of the registered pet, I am to immediately inform the Housing Authority. I understand that if I obtain another pet, I am to register the new pet according to the rules governing pets as set forth by the Wildwood Housing Authority.
5. Each family member of the dwelling unit shall hold harmless, indemnify and insure against injury and damage to the Wildwood Housing Authority, it's representatives, agents, employees and contractors from any of the following;
 - a. Loss/Injury to a Pet: The Wildwood Housing Authority shall not be responsible for the loss or expiration of the life of any pet. During a Housing Authority unit inspection, any pet will be caged, leashed or otherwise under full control.
 - b. Loss/Injury by a Pet: if any other person is harmed or is caused to be harmed by the actions of any pet, the owner of the pet shall indemnify the Housing Authority, it representatives, agents, employees and contractors, from any and all liability, court cost, attorney fees and any other costs the court deems just and proper. The lessee shall save harmless the Wildwood housing Authority against claims for injuries to persons or property on the premises.

Name: _____

Unit: _____

Phone: _____

Signature: _____

Date: _____

The Housing Authority of the City of Wildwood

Pet Owners Emergency Absence Agreement

I/We, _____
(Non-Resident or Fellow Resident)

WILL ASSUME IMMEDIATE AND ALL RESPONSIBILITY FOR THE PET(S)

of: _____
(Wildwood Housing Authority Tenant's Name)

who resides at: _____
(Wildwood Housing Authority Tenant's Unit Number & Street Address)

Should an emergency require absence of residents(s) from above unit, I also hereby agree to remove the pet from the resident's premises in order to properly care for the pet(s). As the guardian of the pet in the owner's absence, I shall hold harmless and indemnify the Wildwood Housing Authority, its representative, agents, employees and contractors from any of the following:

Loss/Injury of a Pet: The Wildwood Housing Authority shall not be responsible for the loss or expiration of the life of any pet. During a housing authority unit inspection, if pet is in the unit, pet shall be kept under control by the responsible party.

Loss/Injury by a Pet: If any other person is harmed or is caused to be harmed by the actions of any pet, the owner/responsible party of the pet shall indemnify the Housing Authority, its representatives, agents, employees and contractors from any and all liability, court costs, attorney fees and any other costs the court deems just and proper. The lessee shall save harmless the Wildwood Housing Authority against claims for injuries to persons or property on the premises.