

Resolution Number NE -082 -168

Adopted 8/9/16

# Nelson Housing Authority Pet Policy

The following rules shall at all times govern common household pets harbored in and upon the property of the Housing Authority of the City of Nelson.

1. A common household pet shall be defined to include: a cat, a dog, a bird in a cage or a fish in a tank. The maximum size of a dog shall not exceed thirty (30) lbs.
2. Any common household pet brought on to the Agency property shall be registered at the time the tenant occupies a unit, or the pet is brought onto the site.
3. ONE (1) PET ONLY SHALL BE PERMITTED IN EACH DWELLING UNIT.
4. The owner of a pet shall pay a Pet Security Deposit of \$225.00. Said deposit shall be in addition to the usual security deposit required, and shall be accounted for in the same manner as other security deposits. Pet Deposits will be nonrefundable. The owner of a pet, when registering said pet with the Housing Agency, shall furnish such written documentation as required by the Housing Authority, to verify that all state and local animal codes have been complied with, and the proper licenses and inoculations have been obtained. Thereafter verification and registration will be required on an annual basis. (Animal license can be obtained at the City of Nelson offices free of charge.)
5. No pet, at any time, shall be permitted to run loose. Run loose shall be defined as: not being attached to a device which is held by or attached to the pet owner, or the owners designated responsible person, by which that person can fully control the pet's actions.
6. No pet shall make excessive noise, which disrupts the peace of other tenants.
7. No pet that bites or attacks shall be allowed.
8. It shall not be permitted, at any time, for any person to place upon or attach to the exterior of the housing Agency property, any item that will accommodate, protect, or secure any pet.
9. It shall be the responsibility and duty of the Owner of a Pet to IMMEDIATELY clean up all fecal droppings of their pet and dispose of same in a sanitary way. Disposal should be made in a closed bag and placed in the project dumpster. Litter boxes shall be cleaned daily of pet waste and litter completely changed out once a week. Litter must not be strewn on the ground or flushed down the toilet, but must be bagged and placed in the dumpster. If wastes reprimand warning has been given and tenant is non-compliant, a \$5.00 charge per occurrence will be assessed.
10. FINANCIAL OBLIGATIONS TO TENANTS: Any Tenant who owns or keeps a Pet in their dwelling will be required to pay for any damage caused by its Pet. Such damage shall be repaired by the Authority, the cost of such repair will be charged to the tenant/pet owner, and collection of the amount made in accordance to the term of the dwelling lease. Also, any Pet-related insect infestation in the Pet Owners unit shall be the financial responsibility of the Pet Owner and the Housing Authority reserves the right to exterminate and charge the Tenant.
11. The Housing Authority Staff shall not assume the duty or the responsibility for the care of or protection of a tenant owned pet. When the owner is absent, arrangement for care of the pet must be made and reported to the Housing Authority. The Housing Authority shall have the right to dispose of abandoned pets. "Abandoned pets" shall mean a pet that is enclosed in the apartment for more than 24 hours without its owner present or a pet that has been set loose for more than 24 hours.
12. If it is determined by the Director that a pet is a nuisance, or is being abused, the owner of the pet shall be notified in writing of such determination and the reasons thereof. Upon receipt of such notice, the owner of the pet shall immediately and permanently remove said pet from Housing Authority property. Failure of the pet owner to comply

with the removal notice shall entitle the Housing Authority to have law enforcement officers remove the pet and the cost shall be assessed to the tenant.

- 13. If any of the rules have been seriously breached, that breach shall be sufficient reason to determine a Pet to be a nuisance. **THE TENANT SHALL RECEIVE ONLY ONE (1) NOTIFICATION OF THIS BREACH, ANY OTHER BREACH, THE PET MUST BE REMOVED FROM THE HOUSING AUTHORITY PROPERTY!!!!**
- 14. The Housing Authority of the City of Nelson, **WILL NOT** be responsible or liable for any injuries to other tenants of the Nelson Housing Authority, visitors, or other persons, caused by the Owner's Pet. Neither will the Housing Authority be liable for any damage caused to the property of any other Tenant, visitor or another person(s) caused by Owner's Pet.
- 15. **THIS POLICY DOES NOT APPLY TO ANIMALS THAT ARE USED TO ASSIST PERSONS WITH DISABILITIES. ASSISTANCE ANIMALS ARE ALLOWED IN ALL PUBLIC HOUSING FACILITIES WITH NO RESTRICTIONS OTHER THAN THOSE IMPOSED ON ALL TENANTS TO MAINTAIN THEIR UNITS AND ASSOCIATED FACILITIES IN A DECENT, SAFE, AND SANITARY MANNER AND TO REFRAIN FROM DISTURBING THEIR NEIGHBORS. HOWEVER, THIS PROHIBITION DOES NOT PRECLUDE AN OWNER FROM ENFORCING STATE AND LOCAL LAWS, IF THEY APPLY.**

**NON-COMPLIANCE**

Tenants who violate the terms of the Agreement will be required to get rid of the pet within 14 days of written notice by the Housing Authority or face eviction.

**INSPECTIONS**

The Housing Authority reserves the right to inspect the Tenant's unit as needed to verify unit condition. With the introduction of annual HUD inspections and mandated Housing Agency inspections, it is not unreasonable to expect four inspections per year.

Amount of Pet deposit, if applicable, is \$\_\_\_\_\_.

Pet Registration Sheet/Information Sheet attached.

I have read the foregoing rules and regulations and policy regarding pets and agree to comply with these requirements.

\_\_\_\_\_  
**Tenant/Pet Owner**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Spouse/Partner Pet Owner**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Housing Authority Director**

\_\_\_\_\_

TENANT NAME: \_\_\_\_\_ UNIT #: \_\_\_\_\_

PET NAME: \_\_\_\_\_

TYPE OF PET: \_\_\_\_\_

VETERINARIAN NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

PHONE #: \_\_\_\_\_

INOCULATIONS CURRENT:     YES     NO    DATE: \_\_\_\_\_

CITY LICENSE CURRENT:     YES     NO    DATE: \_\_\_\_\_

SPAYED/NEUTERED:     YES     NO

ALTERNATE PET CARE GIVER:

NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

PHONE #: \_\_\_\_\_

