

1630 Moores Street Leeds, Alabama 35094 Tel: 205-699-6223

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# LHA Development LLC PET OWNERSHIP POLICY

#### General

Pet ownership by LHA residents is allowed, subject to compliance with the requirements set forth in this policy.

# **Applications**

Residents wanting to keep pets must apply to the LHA Development LLC using the Pet Application Form. Applications will be processed within thirty (30) days, provided all required documentation is submitted.

Approval and denial of pet applications shall be in writing. Approvals will be accompanied by a lease amendment the resident will be required to sign. Denials will include the reason for denial. Pets are not allowed to reside in your apartment until the resident receives authorization from the the LHA office.

# **Types of Pets**

Please see below for specific policies regarding small pets and large pets.

# 1. Small Pets (pets kept in cages / aquariums such as hamsters, turtles, birds, and fish)

- There is a limit of one cage and / or one aquarium for each apartment.
- There is a maximum of two animals per cage.
- Aquariums are not to exceed 75 gallons. Aquariums.
- Small pets shall be maintained in their cage / aquarium within the tenant's unit.
- Pets / animals (except fish) left unattended for more than 24 hours are subject to removal and transfer to the proper authorities.
- Residents shall take adequate precautions to eliminate any pet odors within their unit and maintain their unit in a sanitary condition at all times.
- Resident is responsible for all damages caused by their pets. Charges stemming from such damage will be charged to the resident at the time the damages occur or are identified by the LHA.
- For small pets, no deposit will be required with proper authorization

#### 2. Large Pets (dogs and cats) -

- There is a limit of one large pet for each apartment.
- The breed of dog or cat cannot exceed 20 pounds in size at adulthood.
- Prohibited breeds: No vicious or intimidating dogs or cats will be approved. In all cases, the following breeds of dogs are prohibited Pit Bulls, Dobermans, Rottweilers, and Bull Dogs. LHA reserves the right to determine other breeds as vicious or intimidating on a case by case basis.

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- Large pets shall be maintained within the tenant's unit. When outside of the unit they must be kept on a leash or carried and under the control of the resident or other responsible individual at all times.
- Residents shall not alter their unit, patio, or unit area to create an enclosure for an animal.
- Resident must agree to control the noise of pets so that such noise does not constitute a nuisance to other residents or interrupt their peaceful enjoyment of their housing unit or premises. This includes, but is not limited to, loud or continuous barking, howling, whining, biting, scratching or other such activities.
- Residents must agree to be present on the day of inspection or maintenance repairs to care for their pets or remove their pet from the unit so the unit is vacant until the inspection or maintenance repair is completed.
- Pets / animals (except fish) left unattended for more than 24 hours are subject to removal and transfer to the proper authorities.
- Residents shall take adequate precautions to eliminate any pet odors within their unit and maintain their unit in a sanitary condition at all times.
- Resident is responsible for all damages caused by their pets. Charges stemming from such damage will be levied on the resident at the time the damages occur or are identified by the Housing Authority.
- A pet deposit of \$300 shall be due and payable when the pet is authorized. Deposits will be refunded, less damage costs attributed to the pet, at the time the pet vacates the unit.
- Large pets must be spayed or neutered. Proof must be submitted with application for keeping the animal.
- For each large pet, the following must be attached to application for keeping the animal.
  - a. Certificate signed by a licensed veterinarian or state / local authority that the animal has received all inoculations required by state or local law, and that the animal has no communicable disease(s) and is pest free.
  - b. Photograph of the animal.
- Cats are to use litter boxes kept within the resident's unit and cleaned periodically. Resident is not allowed to let waste accumulate. Waste is to be placed in a plastic bag, closed and disposed of properly (by placing it in a sealed plastic bag and disposing of it in an outside trash bin).
- Dog owners are forbidden from permitting their animals to deposit waste on LHA premises. If animal waste is deposited on the premises, the resident pet owner shall be responsible for the immediate removal from the premises of any / all waste deposited by their pet by placing it in a sealed plastic bad and disposing of it in an outside trash bin.

#### **Resident violation of rules**

• Residents who violate these rules are subject to being required to correct the violation or remove the animal from the dwelling unit within thirty (30) days notice by LHA. The notice will contain a statement citing the policy violation. If the resident fails to correct the violation or remove the animal within thirty (30) days, LHA will begin the process of termination due to lease violations.

# Pets temporarily on premises

Pets which are not owned by a tenant will not be allowed. Residents are prohibited from feeding or harboring stray animals.

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#### Pet care

- No pet (excluding fish) shall be left unattended in any unit for a period in excess of twenty-four (24) hours.
- All resident pet owners shall be responsible for adequate care, nutrition, exercise and medical attention for their pets.
- Resident pet owners must recognize that other residents may have chemical sensitivities or allergies related to animals, or may be easily frightened or disoriented by animals. Pet owners must agree to exercise courtesy with respect to other residents.

## **Responsible parties**

At the time application is made to keep a pet, the resident pet owner will be required to designate two responsible parties for the care of the animal if the health and safety of the animal is threatened by the death or incapacity of the owner; or by other factors that render the owner unable to care for the animal.

#### Pet removal

If the health or safety of the animal is threatened by the death or incapacity of the owner, or by other factors that render the owner unable to care for the animal (including pets who are poorly cared for or have been left unattended for over twenty-four [24] hours), the situation will be reported to the responsible parties designated by the resident pet owner.

If the responsible party is unwilling or unable to care for the pet or if LHA, after reasonable efforts, cannot contact the responsible party LHA may contact the appropriate state or local agency and request the removal of the pet. Any cost to remove the animal will be a charge to the resident owner.

### **Emergencies**

LHA will take all necessary steps to ensure that pets which become vicious, display symptoms of severe illness, or demonstrate behavior that constitutes an immediate threat to the health or safety of others, are referred to the appropriate state or local entity authorized to remove such animals. Any cost to remove the animal will be a charge to the resident owner.

# **Inspections**

LHA may, after reasonable notice to the tenant, enter and inspect the premises.

# Pet policy amendments

LHA reserves the right to amend the pet ownership policy, including the right to change or increase the required deposit.





# **Public Housing Pet Ownership Policy Acknowledgement of Receipt and Agreement**

I630 Moores Street Leeds, Alabama 35094 Tel: 205-699-6223

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I have received a copy and understand the Pet Ownership Policy and I agree to comply with all provisions of the Policy.		
Name of Resident	Address	
Signature of Resident		 Date

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