

HOUSING AUTHORITY OF THE CITY OF BAYONNE

PET POLICY

I. INTRODUCTION

This policy applies only to tenants of low-income housing, owned and/or operated by the Housing Authority of the City of Bayonne (the “Authority”). The purpose of the Authority’s Pet Policy is to ensure that those tenants who desire common household pets, or who require service/assistance animals of any kind, such as seeing eye dogs, are responsible pet owners and that those who do not desire such pets or animals are not inconvenienced by pets on the premises. Pets or service/assistance animals are permitted for the personal enjoyment/assistance of the tenant and **BREEDING OF ANIMALS IS STRICTLY PROHIBITED.**

The Policy is also intended to ensure that pets on the premises are properly cared for. Further goals of this policy are to ensure a decent, safe and sanitary living environment for existing and prospective tenants and to protect and preserve the physical condition of the premises and financial interest of the Authority. Pets may not leave the owner’s apartment except where noted. Such pets will not be allowed to roam freely either in the Authority’s buildings or on the grounds.

Service/assistance animals deemed to be necessary as a reasonable accommodation to a tenant, in accordance with the Authority’s reasonable accommodations policy, are excluded from several provisions of this Policy. However, **in all cases**, the tenant requiring the service/assistance animal must permit the Authority to photograph the animal annually, if requested, and must ensure that the animal is compliant with all applicable state regulations and/or municipal regulations. Additionally, and regardless of said service/assistance animal, all provisions of the lease apply to the tenant, such as but not limited to, the obligation to maintain the premises in a clean and sanitary condition and not disturb their neighbors’ right to the peaceful and safe enjoyment of the premises.

Owning a pet within the Authority’s properties is a privilege that must not be abused.

II. SECURITY DEPOSIT PET PERMIT

The Authority will waive the security deposit for disabled tenants (as defined by the American with Disabilities Act) who are in need of a service/assistance animal, such as a seeing eye dog. However, for all other tenants, a security deposit equal to the amount of three hundred dollars (\$300.00) for a dog or cat or other domesticated animals approved by the Executive Director or designee will be paid to the Authority at the time the pet permit is issued. The deposit amount for a bird cage or fish tank is \$50.00. There is a limit of two (2) twenty (20) gallon fish tanks or two (2) enclosures per household.

II. SECURITY DEPOSIT PET PERMIT (Continued)

If a payment arrangement is needed, the tenant must notify the Authority prior to the issuance of the pet permit. These payment arrangements may not exceed a six (6) month period for dogs and cats and other domesticated animals approved by the Executive Director or designee and a two (2) month period for birds and fish. The security deposit will not be used for damages caused by the pet during tenancy but will be applied to the cost for any damages noted during the tenant's vacate inspection.

Generally, the Authority will refund any unused portion of the pet deposit to the tenant within thirty (30) days after the tenant vacates from the apartment. Any exceptions to this provision will be considered on a case by case basis and any exception will be made at the Authority's discretion. The pet deposit is not part of the rent payable by the tenant and will be held in an interest bearing account, with the interest payable directly to the tenant by the bank. This interest will not be used in the tenant's rent calculation. The Authority will notify the tenant of the bank where the security deposit is being held and the corresponding account number.

Please note that if the tenant permanently removes the registered pet from the unit or the pet dies, the pet deposit will not be refunded until the entire household vacates the unit. Any exceptions to this provision will be considered on a case by case basis and any exception will be made at the Authority's discretion. In addition, any subsequent pet must meet the conditions of this Policy. Therefore, a new pet permit application must be filed with the Authority prior to the new pet's residency within the tenant's unit. In this case, the security deposit will be waived.

III. DAMAGES

Pet owners are responsible for paying the total cost of repairing any damages caused by a pet to any property owned by the Authority, whether the damages are within the apartment or outside on the grounds, including any part of the building itself and shrubbery, walls, windows, rugs etc.. The Executive Director or designee will assess reasonable costs for damages.

Damages caused by a pet, as determined by an inspection, shall be corrected by management at full repair/replacement cost at the time of discovery of damage. Tenants will be billed for the full repair cost at time of repair. Pet blankets, clothing, bedding, etc. are not to be cleaned or washed in the laundry room for hygienic reasons. Tenants will not alter their unit or outside areas to create an enclosure for the animal. Nor will the tenant chain or tie the pet to any furniture or appliance.

VISITORS/GUESTS, EXCEPT FOR PHYSICALLY DISABLED PERSONS WHO REQUIRE A SERVICE ANIMAL, MAY NOT BRING THEIR PETS ONTO AUTHORITY PROPERTY AT ANY TIME FOR ANY REASON.

PET SITTING IS NOT PERMITTED

IV. DEVELOPMENT/ SITE COMPLIANCE

All Authority developments and scattered site neighborhoods will abide by all provisions in the Pet Policy.

Prior to bringing the pet into a tenant's residence, an application must be filed at the Authority's administrative office located at 549 Avenue A, Bayonne, N.J. 07002. If the pet owner is a household member age eighteen (18) years or older, both the head of household and the adult owner must sign the application for the pet permit. Both individuals will be held accountable for the provisions of this Policy. In the event that the pet owner is a minor under the age of eighteen (18), the head of household will be the only signatory.

V. DEFINITION OF PET

Common household pets (excluding service/assistance animals), are defined as:

- A. Domesticated dogs, not to exceed thirty-five (35) pounds in weight, fully grown, and meeting the other requirements of this policy. Dogs of a vicious or aggressive disposition will not be permitted.
- B. Domesticated cats, not exceeding twenty five (25) pounds in weight, fully grown, and meeting the other requirements of this Policy.
- C. Fish in an approved tank, not exceeding twenty (20) gallons of water (limit of two (2) fish tanks per household).
- D. Domesticated, caged small birds such as parakeets/canaries, no more than 2 birds.
- E. Other domesticated animals will be reviewed by the Executive Director or designee on a case by case basis.
- F. Reptiles, insects, non-domesticated rodents, farm animals and birds of prey are not permitted.
- G. Tenants are expressly prohibited from feeding or harboring stray animals.
- H. Potentially dangerous species are not permitted. This is defined to mean any exotic mammals, birds, reptiles or amphibians or non-game species, which in the opinion of the New Jersey Division of Fish and Wildlife, is capable of inflicting serious or fatal injuries or which has the potential to become an agricultural pest, or a menace to the public health or indigenous wildlife populations. These include, but are not limited to monkeys, baboons, apes, bears, cobras, crocodiles and alligators.

VI. PET APPLICATION REGISTRATION

All pets must be photographed if requested by the Authority. With regard to fish, an Authority representative may photograph an empty tank in your home prior to the issuance of a pet permit. This is to ensure that the permitted size will be utilized. Once the pet permit is issued, an Authority representative will photograph the tank in its habituated state. Dogs and cats may be weighed at the Authority. A pet permit will only be issued once the following conditions of the Policy have been met.

- A. The tenant (pet owner) must be listed on the most recent lease agreement with the Authority. The household cannot be in arrears in rent.
- B. The tenant must file a Certificate of Municipal Registration of the pet in accordance with local ordinance Chapter IX, Section 9-2.1A for dogs and Chapter IX, Section 9A-2.7 for cats. Other domesticated animals will be approved by the Executive Director or designee on a case by case basis only.
- C. The tenant must sign a statement that he/she will assume all personal financial responsibility for damage to any personal or Authority property caused by the pet and will assume personal responsibility and liability for personal injury to any party caused by said pet.
- D. The tenant must submit the name, address and telephone number of the attending veterinarian to the Authority annually or whenever there is a change of veterinarian.
- E. The tenant must certify and agree to the terms and conditions of the management of said pet and acknowledges that the pet permit can be revoked after two (2) warning notices for failure to follow the pet management rules. Upon revocation of this permit, the tenant must remove the pet permanently from the premises within seven (7) calendar days from the date of the notice. **Failure to do so may result in termination of the apartment dwelling lease.**
- F. No more than one (1) animal shall be permitted per unit with the exception of birds and fish.
- G. All pet permits are valid for one (1) year only. **Therefore, the permit must be renewed annually.** The tenant must apply for the pet permit at least ten (10) calendar days prior to the expiration of the current permit. Failure to renew the pet permit annually during the specified time period will result in an automatic cancellation of the pet permit. All of the conditions of this Policy must be met prior to the issuance of a new permit. Tenants must file evidence, in the form of an acceptable certificate from the veterinarian, establishing that the pet is in good health and that the animal has had the proper current medical shots. For cats and dogs, the inoculations must include, but not limited to, distemper and rabies. Other inoculations may be required, as recommended by the veterinarian, or required by state or local law, ordinance or regulation. The tenant must also ensure for proper grooming, exercise and nutrition of the pet.

VII. PET MANAGEMENT PLAN

- A. **Neutering:** Neutering of dogs and cats is recommended. If the tenant chooses not to have the pet neutered and the pet is disruptive (howling, odors, spraying, chirping etc.), it may be removed from the premises pursuant to Section IX. "Revocation of Pet Permit" below.
- B. **Pet Offspring:** No pet, already pregnant, may be introduced into any unit. No pet offspring will be allowed. Tenants are advised that pets that become pregnant while residing in Authority properties are often pets that have been allowed to roam, escaping the attention of their owner. Such pets and free roaming pets may be removed from the premises pursuant to Section IX. "Revocation of Pet Permit".
- C. **Pet Behavior:** If, in the opinion of the Executive Director or designee and after two (2) written warnings to the tenant, a pet continues to be disruptive, noisy and a nuisance to neighbors, the pet may be removed from the premises pursuant to the Section IX. "Revocation of Pet Permit."
- D. **Bird** cages and **fish** tanks must be cleaned frequently during the week.
- E. **Dogs:** Dogs may pass through the halls, elevators and public spaces for the purpose of being walked, veterinarian visits and going on vacation. The dog must be leashed and must wear proper identification and rabies tag when in transit and muzzled, if required. The leash must be no more than 6 (six) feet long. **Retractable leashes are prohibited inside the building or any Authority premises.** Dogs are not permitted to roam at will nor are they allowed to be left alone outside of the unit or secured to any outside fixtures. Pets are not allowed to defecate or urinate on Authority property. Tenant owners must comply with the City of Bayonne's regulations on pet defecation.

If a dog defecates on Authority property, the tenant owner is responsible for removing and properly disposing of said waste. Failure to comply may be grounds for removal of the pet from the premises pursuant to the Section IX. "Revocation of Pet Permit." If the dog urinates on the grass, shrubs, trees or flowers on Authority grounds, the tenant owner will be responsible for any and all replacement costs of damage incurred. The pet will be removed after two (2) warnings pursuant to the Section IX. "Revocation of Pet Permit."

VII. PET MANAGEMENT PLAN (Continued)

- F. **Cats:** Cats will not be permitted outside of a tenant's apartment unless they are either caged or in a carry box when in transit. They may not roam at will. Cats may pass through halls, elevators or public spaces only for the purpose of going to the veterinarian or going on vacation. Cats must use litter pans and may not use the grounds to defecate.

Commercial cat litter (not sand, newspaper or dirt) must be used in a litter pan. Pans must be cleaned daily and kept odor free. All pet owners must place litter in a double bag, tie it securely and throw it away in the dumpster outside of the building. If a pan liner is utilized, it still must be placed in a double bag, tied securely and disposed of in the dumpster. **DISPOSING OF CAT LITTER IN THE GARBAGE CHUTE IS PROHIBITED** as it damages the chute mechanism.

Pet waste must be discarded immediately and not stored in the unit. **Litter must not be flushed down the toilets, sinks or bathtubs (regardless of product claims) or placed in the dumpster outside.** The head of household will be responsible for the cost of repairs or replacements of any damaged toilets or pipes and these actions can result in the cancellation of the pet permit.

- G. The tenant agrees to manage the pet in such a way that it does not contribute to complaints from other tenants regarding behavior and activities of said pet.
- H. **Absence of Owner:** No pet may be unattended for more than twenty-four (24) hours, except in the case of a dog which shall be for no more than twelve (12) hours. If a tenant owner wants to go on vacation, becomes ill or vacates the unit, the tenant must make arrangements in advance for proper care of the pet by notifying the pet caretaker noted on the Pet Emergency Care Plan. If the Executive Director, or designee, finds the pet not properly cared for, the pet will be immediately removed from the unit after twenty-four (24) hours and transported to the pound, kennel or other appropriate authorities.

The head of household will be solely responsible to pay for any and all costs for the care of the pet while in a pet care facility. If the head of household/pet owner refuses or is unable to pay for the care of the pet in the pet-care facility, the Authority will utilize the pet deposit funds and the tenant will be required to repay those funds to the pet deposit account.

In the event of an emergency, which would render the tenant unable to care for the pet, the tenant agrees to file a Pet Emergency Care Plan with the Authority and agrees to hold the Authority and its employees harmless of any liability in connection with the Pet Emergency Care Plan.

VII. PET MANAGEMENT PLAN (Continued)

- I. Whenever an Authority employee or its representative are in the unit, whether it be for a tenant initiated work order, an emergent situation or for an inspection, the dog must be restrained in an area separate and apart from these individuals. Maintenance work will not be done in an apartment when the tenant is not present and there is a dog in the unit.
- J. In the event that there are fleas, or other insects such as ticks, in the apartment, the tenant agrees to pay for the treatment of the unit by the Authority's professional exterminator.

VIII. INSPECTION OF APARTMENT

Apartments containing pets must be kept clean and free of odors at all times. The tenant agrees, as a condition of accepting the pet permit, that the tenant's apartment will be available for inspection for compliance of pet policy at any time during working hours with thirty (30) minutes notice. Pet owners also agree to pictures being taken of the pet and living conditions during these inspections.

IX. REVOCATION OF PET PERMIT

1. A pet may be removed from the premises pursuant to any state or local laws, ordinance or regulations, or pursuant to the Authority's grievance hearing procedure. The Authority reserves the right to choose the most expeditious remedy, process or procedure available according to the circumstances or urgency of the case.
2. In the event that state or local laws, ordinances or regulations differ or conflict with the provisions or requirements of the Authority grievance procedure in any way, the Executive Director, or designee, may pursue the most expeditious remedy or procedure, to the exclusion of the Authority grievance procedure as permitted by law and 24 Code of Federal Regulations Part 942.
3. Nothing contained herein will prohibit the Authority or an appropriate municipal or community authority from requiring the removal of any pet from a premises if the pet's conduct or condition is duly determined to constitute, under the provisions of state or local law, a nuisance or a threat to the health or safety of other occupants of the Authority premises or other persons in the community where the project is located. This includes, but not limited to, situations in which immediate action is needed for removal of any pet from the premises pursuant to state or local laws, ordinances or regulations to preserve the health, safety or welfare of the pet, or the health, safety, welfare, or right to peaceful enjoyment of the premises of any person.

IX. REVOCATION OF PET PERMIT (Continued)

4. Tenants are advised that pets may, among other things, be seized, impounded and disposed of for a variety of state and local animal violations including, but not limited to: stray pets, pets creating a threat to public health, safety or welfare, injury caused by pets and cruelty to pets.
5. In cases in which state or local remedies, processes or procedures are not utilized initially for removal of the pet, any decisions made by the Executive Director or designee that a pet must be removed from the premises shall be presented in writing to the owner, in which case the owner may request a grievance hearing pursuant to the Authority's grievance procedure.
6. The Authority may revoke a tenant's pet permit and require the tenant to remove the pet from the premises when the Authority determines that any of the following exist:
 - a. The tenant's refusal to comply with these rules and regulations governing domesticated animals, constitutes a violation of federal, state, or local building health or use code or violation of this Policy;
 - b. The tenant fails to care properly for the pet;
 - c. The tenant fails to control properly the pet by using a leash, if appropriate, or other necessary safety device, when walking or taking the pet to and from the dwelling unit;
 - d. The pet has caused damage to the apartment, common areas, personal property or persons;
 - e. The pet has bitten, scratched or caused injury to any person;
 - f. The pet makes animal sounds that are generally annoying to tenants and management, for example, loud barking dogs or loud meowing cats;
 - g. The pet repeatedly defecates or urinates in the apartment, common area or grounds or is responsible for fleas, ticks or other infestation;
 - h. Upon expiration of municipal animal license; or
 - i. Upon death of the pet; or
 - j. Documented medical conditions of tenants affected by the presence of an animal in their unit.

X. DEATH OF PET

The pet owner is responsible for arranging for disposal of any pet. The remains of the pet must be removed from the Authority's property within twenty-four (24) hours of the pet's demise. In addition documentation from the veterinarian or the agency disposing of the pet's remains must be submitted to the Authority within ten (10) days of the pet's demise.

XI. VACATING RESIDENT OWNER

The pet owner must pay the full fees for professional rug shampooing, if applicable, deodorizing and/or defleaing of the apartment if, in the judgment of the Executive Director, or designee, it is necessary before a new tenant can take possession of the apartment and such fees are in excess of the security deposit.

XII. INCORPORATION INTO LEASE

This Pet Policy is incorporated by reference into the lease of each Authority tenant. The tenant agrees to this as evidenced by his/her signature below.

XIII. GRIEVANCE HEARING

In the event an applicant for a pet permit is denied the permit, the tenant may request an informal grievance hearing.

I/We have received a copy of this Pet Policy and acknowledge that I/We have read and understood its contents.

All adult (anyone 18 years of age or older) household members must sign below.

Tenant (**Head of Household**) Signature

Date

Tenant (18 years of age or older) Signature

Date

Tenant (18 years of age or older) Signature

Date

Tenant (18 years of age or older) Signature

Date

Tenant (18 years of age or older) Signature

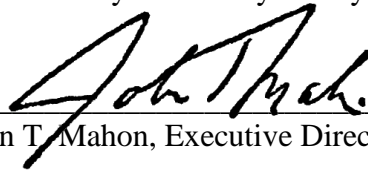
Date

Tenant (18 years of age or older) Signature

Date

Housing Authority of the City of Bayonne

By:



John T. Mahon, Executive Director

THIS DOCUMENT IS BEING EXECUTED IN TWO (2) ORIGINALS