

## **Delphia House Apartments** **Pet Regulations**

Through a mandate of the Congress of the United States, managing agents of housing for the elderly and the disabled must pursue a policy of allowing pets to live in the housing communities. We are committed to making this policy work for the well being of all.

The Pet Regulations of the Owner/Agent are designed to recognize the rights and needs of both the pet owner and the non-pet owner.

The following regulations shall apply to all present and future residents until such time as they might be superseded by changes issued by the Owner/Agent in conjunction with actions of the U.S. Department of Housing & Urban Development.

The following regulations apply only to residents of The Delphia House. These regulations are not to be construed as changing in any way the policy of "No Visiting Pets."

Pet owners must register their pets before the pet is brought on premises and must update the registration annually. Registration must include the following:

- Certification of inoculation;
- Information sufficient to identify the pet and to demonstrate that it is a common household pet; and
- Name, address, and phone number of at least one responsible party who will care for the pet if the pet owner dies or is unable to provide care.

The property manager must give the resident or applicant written notice (including written explanation) if the Owner/Agent refuses to register the pet.

- A. Pet Definition - A common household pet is a domesticated animal such as a dog, cat, bird, rodent, fish or turtle traditionally kept in the home for pleasure; not for commercial purposes. Rodents are defined as gerbils, hamsters, guinea pigs and rabbits. No reptiles, except turtles, are acceptable.
- B. Pet Restrictions – A household may have one pet (see definition above). No limit is placed on the number of fish; however, the size of the fish tank may not exceed ten (10) gallons. A bird, as well as a rodent or a turtle, must be maintained in a cage.

All adult members of the household are responsible for their pet.

- C. Residents' Health - A pet owner must be capable of taking care of the pet as described in these regulations.

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- D. Security Deposit - A pet security deposit of \$300.00 shall be required for any cat or dog; birds, turtles, fish and rodents are exempt. An initial deposit of \$50.00 is required to be paid at the time the pet is brought onto the premises. Monthly payments of \$10.00 must be paid until the deposit amount has been satisfied.

This pet security deposit shall be in addition to the apartment security deposit required under the Lease Agreement, and which shall be used to clean, repair or replace any furnishings or fixtures which may be soiled or damaged by such pet, or to correct any damage done to any part of the apartment, the building or the grounds upon move out of the resident or the pet. The pet security deposit will be deposited into an interest-bearing bank account.

Any part of the pet security deposit which is not so expended will be refunded to the resident when the pet is disposed of, or when the resident moves out of the apartment complex, as the case may be, after an inspection of the apartment and the apartment is deemed to be free of pet damage. The apartment inspection will be conducted by the property manager and the maintenance staff. The resident has the right to be present at this inspection.

- E. Size of Pet - Dogs and cats shall stand not more than eighteen (18) inches at the shoulder. It is understood that pets acquired as puppies or kittens shall mature to a height not to exceed these restrictions.

Photo documentation will be taken of the pet upon move-in of the household or the household's acquiring of a pet. Photo identification will also be taken for all pets of existing residents. The photo documentation will be maintained in the resident file.

- F. Vaccinations and Registrations - Every dog must wear an animal license, if required, by local ordinance with copies of the registration papers filed in the Management Office. Current vaccinations and inoculations (rabies, distemper, parvo-virus and any other conditions for which shots are normally administered) are required for all pets, as appropriate and required under State and/or local law, with copies of this information provided to the property manager.

Female cats and dogs over six (6) months of age must be spayed and males over eight (8) months must be neutered, unless a licensed veterinarian gives medical reasons why such is detrimental to the pet's health.

Before being brought into the apartment complex, the talons or claws (front) of any cat must be removed and this procedure documented by a veterinarian.

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- G. Housekeeping - The apartment must be kept free of odors and maintained in a clean and sanitary condition. Animal waste, kitty litter and cage bedding materials are to be double-bagged and disposed of in the garbage can or dumpster. No animal waste or kitty litter shall be put down a trash chute or disposed of in the toilet, sink or bathtub.
- H. Responsibility for Damages - The pet owner will be responsible for any carpet cleaning or replacement, tile replacement, repairs, extermination fees if, after an apartment inspection, there is evidence of pet damages, sanitation, odor or bug infestation problems caused by the pet.

The pet owner will be billed directly for any cleaning, repair work due to damages, carpet cleaning or replacement, etc., and will pay such charges promptly within thirty (30) days of receipt of such billing. Failure to do so would result in a pet regulations violation and could result in the removal of the pet or eviction proceedings.

- I. Waste Control - Each dog or cat is expected to be "house-broken". Pet owners shall be responsible for immediate clean-up of pet feces after exercising their pet in the area(s) designated by the Owner/Agent. (All other sections of our grounds will be off limits for exercising pets.) Waste shall be bagged and placed in the dumpster.

J. Pet Control

1. Public Areas - Except when being taken into or out of the pet owner's apartment, any pet shall be kept in the resident's apartment, and shall never be allowed outside such apartment unless accompanied by the pet owner or other designated responsible person. Any pet outside the owner's apartment must be effectively restrained.

The hallway and stairways are forbidden as areas to "walk or exercise" any pet.

Only one pet permitted in any one elevator at any given time.

Under no circumstances may any pet of any kind be taken into, or permitted to be in, the recreation/community rooms, laundry room, or any other "common" room, and shall be permitted in the hallways/entryways of the building only for the time necessary to enter or leave the building.

2. Noise and Pet Behavior - No pet may make excessive noise. Barking and/or whining dogs, and crying and/or "caterwauling" cats will not be considered acceptable pets.

No pet that bites, attacks or demonstrates other aggressive behavior towards humans will be allowed on site.

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- K. Responsibility for Pet in an Emergency - The pet owner shall file with the Owner/Agent an affidavit of agreement signed by at least one (1) person who will assume immediate responsibility for the pet in case of an emergency or in case the pet owner becomes unable to provide proper care for the pet.

In addition, the pet owner shall file with the Owner/Agent an affidavit authorizing the Owner/Agent to have the pet removed, at pet owner's expense, to an Animal Control center of the Owner/Agent's choice in the event that the pet owner cannot care for the pet and neither of the responsible parties can be reached.

No pet shall be left unattended for more than twelve (12) hours.

- L. Fire Emergency - When a fire alarm sounds, pets are to be placed in the bathroom and the door is to be closed. If evacuation is necessary, the fire department will be responsible for the evacuation of residents first, and then the animals.
- M. No Visiting Pets - No pets with outside/non-resident owners may visit the apartment complex at any time. No resident may "pet-sit" in their apartment any pet that is owned by either a resident or non-resident.
- N. Routine Maintenance - Maintenance Mechanics will not enter an apartment to do routine maintenance unless the pet is restrained and/or the pet owner is home and places the pet under control while the Maintenance Mechanic is there.
- O. Pet Violations – The Owner/Agent may require the removal of a pet from the premises on a temporary or permanent basis for the following:
1. Excessive pet noise or odor;
  2. Unruly or dangerous behavior;
  3. Excessive or repeated damage to the pet owner's unit, and/or to the property Owner's grounds or common areas;
  4. Repeated problems with vermin or flea/tick infestation;
  5. Failure of the resident to provide adequate care of his/her pet;
  6. Failure to clean up after pet;
  7. Leaving a pet unattended for more than twelve (12) hours;

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8. Failure of the resident to provide adequate and appropriate vaccination of the pet;
9. Resident death or incapacity of the pet owner or by other factors that render a pet owner unable to care for the pet;
10. Repeated nuisance based on facts supported by written statements/complaints that are signed by the witnessing party;
11. Failure to observe any other rule contained in this policy and not here listed.

P. Rule Violation Procedures - Complaints and/or problems concerning a pet/pet owner, will be handled by the Owner/Agent.

1. If the Owner/Agent determines on the basis of objective facts, supported by written statements, that a pet owner has violated a rule governing the owning or keeping of pets; the Owner/Agent may serve a written notice of pet rule violation on the pet owner. The notice of pet rule violation will:
  - o Contain a brief statement of the factual basis for the determination and the pet rule or rules alleged to be violated;
  - o State that the pet owner has ten (10) days from the effective date of service of the notice to correct the violation (including, in appropriate circumstances, removal of the pet) or to make a written request for a meeting to discuss the violation;
  - o State that the pet owner is entitled to be accompanied by another person of his or her choice at the meeting; and
  - o State that the pet owner's failure to correct the violation, to request a meeting, or to appear at a requested meeting may result in initial of procedures to terminate the pet owner's tenancy.

A reasonable accommodation will be granted to facilitate the meeting if the pet owner has a presence of a disability.

2. If the pet owner makes a timely request for a meeting to discuss an alleged pet rule violation, the Owner/Agent shall establish a mutually agreeable time and place for the meeting but no later than fifteen (15) days from the effective date of service of the notice of pet rule violation (unless the Owner/Agent agrees to a later date). At the pet rule violation meeting, the pet owner and Owner/Agent shall discuss any alleged pet rule violation and attempt to correct it. The Owner/Agent may, as a result of the meeting, give the pet owner additional time to correct the violation.

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If the pet owner and the Owner/Agent are unable to resolve the pet rule violation at the pet rule violation meeting, or if the Owner/Agent determines that the pet owner has failed to correct the pet rule violation within any additional time provided for this purpose, the Owner/Agent may serve a written notice on the pet owner by 1) first class mail, 2) hand-delivering to any adult answering the door at the tenant's leased dwelling unit (or attaching to or placing under the door if no adult responds), or at the meeting, if appropriate. The notice must:

- Contain a brief statement of the factual basis for the determination and the pet rule or rules that have been violated;
  - State that the pet owner must remove the pet within ten (10) days of the effective date of service of pet removal (or the meeting, if notice is served at the meeting); and
  - State that failure to remove the pet may result in initiation of procedures to terminate the pet owner's tenancy.
3. The Owner/Agent may not initiate procedures to terminate a pet owner's tenancy based on a pet rule violation, unless:
- The pet owner has failed to remove the pet or correct a pet rule violation within the applicable time period specified in this section (including any additional time permitted by the Owner/Agent); and
  - The pet rule violation is sufficient to begin procedures to terminate the pet owner's tenancy under the terms of the Lease and applicable regulations.

Q. Exclusions - While all residents must abide by the regulations;

1. Those current residents or applicants moving into the apartment complex who are disabled and require animals used to assist disabled persons are excluded from the requirements of the pet regulations and the payment of a security deposit.

R. Threats to Health or Safety

1. Nothing in these pet regulations prohibits a property manager or an appropriate community authority from requiring the removal of any pet from a project, 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 the staff members, residents of the project, or of other persons in the community where the project is located.

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2. If the pet owner refuses to remove the pet or if the property manager is unable to contact the pet owner, the property manager may contact the appropriate State or local authority (or designated agent of such an authority) to have the pet immediately removed from the project premises.

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I received, reviewed, understand, and accept the Pet Regulations for The Delphia House.

I am also aware that these Pet Regulations are an official part of my Lease, and that I am to abide by all guidelines, rules, and regulations.

If you are in need of a reasonable accommodation due to a disability or have difficulty understanding English, please request our assistance and we will ensure that you are provided with meaningful access based on your individual needs.

Si requieres atención especial por alguna discapacidad, o tienes dificultad para entender inglés, por favor solicita nuestra ayuda y nosotros nos aseguraremos de brindarte la ayuda necesaria con base en tus necesidades individuales.

\_\_\_\_\_  
Resident Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Resident Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Management Signature

\_\_\_\_\_  
Date



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