

# **MEMPHIS HOUSING AUTHORITY**

## **PET POLICY**

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## Memphis Housing Authority

### Pet Policy

**Purpose:** The purpose of the pet policy of Memphis Housing Authority is to ensure that those residents who desire pets are responsible pet owners and that those residents who do not desire pets are not inconvenienced by pets on the premises. It also is intended to ensure that pets on 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 either in the Authority's building or on the grounds.

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

#### I. Implementation and Grand-Fathering of Pets

All pets currently owned by the senior citizen/handicapped resident of the Authority in accordance with P.L. 1990, C. 55 and 24 CFR 924 and who have been issued pet permits by the Authority already are hereby grand fathered and will be issued a new pet permit provided that the owners meet the requirements of the pet permit as described below. (See Schedule B. Pet Permit)

#### II. Exclusions

The Pet Policy does not apply to animals that assist, support or provide service to persons with disabilities or animals that are necessary as a reasonable accommodation to assist, support or provide service to persons with disabilities.

#### III. Security Deposit Pet Permit

A security deposit equal to the amount of three hundred (\$300.00) dollars for a dog or cat or other domesticated animals approved by the Executive Director or his designee, plus the utility allowance for the unit, if applicable, will be paid to the Authority at the time the pet permit is issued. The deposit amount for the birdcage or fish tank is fifty (\$50.00) (limit of two (2) twenty (20) gallon tanks per household).

If a payment arrangement is needed, the resident 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, cats, and other domesticated animals approved by the Executive Director or his 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 your tenancy. The security deposit will be used for any damages noted during the tenant's vacate inspection.

The Authority will refund any unused portion of the pet deposit to the tenant within thirty (30) days after the resident vacates from the apartment. 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 to the resident. This interest will not be used in the resident's rent calculation. The Authority will notify the resident of the institution where the security deposit is being held and the corresponding account number.

Please note that if the resident removes permanently the registered pet from the unit or the pet dies, the pet deposit will not be refunded until the entire household vacates the unit. Also, 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 pet's residency within your unit. In this case only, the security deposit will be waived.

No security deposit will be required for pets or animals that assist support or provide service to persons with disabilities.

#### **IV. 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. This includes shrubbery, walls, windows, rugs etc. The Executive Director or his designee will assess reasonable costs for damages.

Management at full repair/replacement cost at the time of discovery of damage, as determined by an inspection, shall correct damages caused by a pet. Residents 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 MAY NOT BRING THEIR PETS ONTO AUTHORITY PROPERTY AT ANY TIME FOR ANY REASON UNLESS SAID PET IS A SERVICE ANIMAL THAT ASSIST, SUPPORT OR PROVIDE SERVICE TO A GUEST OR VISITOR WITH A DISABILITY UNDER FEDERAL, STATE OR LOCAL LAW.**

**V. Development/Site Compliance**

All development 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 700 Adams Avenue, Memphis, Tennessee 38103. 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.

**VI. Definition of Pet**

**Pets are defined as:**

- A. Domesticated dogs, not to exceed twenty-five (25) pounds in weight, fully grown, and meeting the other requirements of this policy.**
- B. Domesticated cats, not exceeding fifteen (15) 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) twenty (20) gallon tanks per household).**
- D. Domesticated, caged small birds such as parakeets or canaries.**
- E. Reptiles, insects, non-domesticated rodents, farm animals and birds of prey are not permitted.**
- F. Residents are expressly prohibited from feeding or harboring stray animals.**

- G. The Executive Director or his designee on a case-by-case basis will review other domesticated animals.**
- H. This section will not apply to animals that are necessary as any reasonable accommodations that assist, support or provide service to residents with disabilities.**

## **VII. Pet Application Registration**

**The Authority must photograph all pets. In regard to fish, an Authority representative will 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 will be weighed at the Authority or at a place designated by the Authority. A pet permit will only be issued once the following conditions of the policy have been met.**

- A. The resident (pet owner) must be listed on the most recent lease agreement with the Authority. The household cannot be in arrears in rent.**
- B. The resident must file a Certificate of Municipal Registration of the pet in accordance with local ordinance Chapt3er IX, Section 9-2, and Chapter IX A, Section 9-AZ, for cats and dogs. The Executive Director or his designee on a case-by-case basis will approve other domesticated animals only.**
- C. The resident 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 part caused by said pet.**
- D. The resident must submit the name, address and telephone number of the attending veterinarian to the Authority either annually or whenever there is a change of veterinarian.**
- E. The resident 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 resident must remove permanently the pet from the premises within seven (7) calendar days from the date of 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 fish/turtles.
- G. All pet permits are valid for a maximum of one (1) year only. The permit must be renewed at Annual Recertification. Failure to renew the pet permit at Annual Recertification will result in the automatic revocation of the pet permit. All of the conditions of this policy must be met prior to the issuance of a new permit. Residents 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 inoculation must include, but not limited to, distemper and rabies. Other inoculations may be required, as recommended by the veterinarian, or that is required by state or local law, ordinance or regulation. The resident must also ensure for proper grooming, exercise, and nutrition of the pet.

#### **VIII. Pet Management Plan**

- A. **Neutering:** Neutering of dogs and cats is recommended. If the resident 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 the section entitled, "Revocation of Pet Permit".
- B. **Pet Offspring:** No pet, already pregnant, may be introduced into any unit. No pet's offspring will be allowed. Residents 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 the section entitled, "Revocation of Pet Permit".
- C. **Pet Behavior:** If, in the opinion of the Executive Director or his designee, and after two (2) written warnings to the residents, a pet continues to be obstreperous, noisy and a nuisance to neighbors, the pet may be removed from the premises pursuant to the section entitled, "Revocation of Pet Policy".

- D. Birdcages and fish tanks must be cleaned frequently during the week.**
- E. 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 six (6) 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. Resident owner must comply with the City of Memphis's regulations on pet defecation.**

**If a dog defecates on Authority property, the resident owner is responsible for removing and properly disposing of said waste. If this is not done, this may be ground for removal of the pet from the premises pursuant to this section entitled, "Revocation of Pet Permit". If the dog urinates on the grass, shrubs, trees or flowers on Authority grounds, the resident owner will be responsible for any and all replacement cost of damage incurred. The pet will be removed after two (2) warnings pursuant to the section entitled. "Revocation of Pet Permit".**

- F. Cats: Cats will not be permitted outside of a resident'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. Pan must be cleaned daily and kept odor free. Litter must be disposed of in double tied plastic bags. These bags must be taken to the first floor chute of a high-rise building for disposal and the development dumpster for a low rise development.**

**Pet waste must be discarded immediately and not stored in the unit. Litter must not be flushed down the toilets, sinks or bathtubs. 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 revocation of the pet permit.**



- G. The resident 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 resident owner wants to go on vacation or becomes ill, arrangements must be made in advance for proper care of the pet. If the Executive Director, or his designee, finds the pet not properly cared for, the pet will be immediately removed from the unit after twenty-four (24) hours and remanded 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 in a pet care facility.**

**In the event of an emergency, which would render the resident unable to care for the pet, the resident 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.**

- I. Whenever Authority employees or its representatives are in the unit, whether it is for a tenant initiated work order, an emergency situation or for an inspection, the dog must be restrained in an area separated and apart from these individuals. Maintenance work will not be done in the apartment when the tenant is not present and there is a dog in the unit.**
- J. In the event that there are fleas in the apartment, the tenant agrees to pay for the defleaing of the unit, by the Authority's professional exterminator.**

#### **IX. Inspection of Apartment**

**Apartment containing pets must be kept clean and free of odors at all times. The resident agrees, as a condition of accepting the pet permit that the resident'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.**

**X. Revocation of Pet Permit**

- 1. A pet may be removed from the premises pursuant to 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 of 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 his 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 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 provision 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, situation 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.**
- 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 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;
- b. The tenant fails to care properly for the pet;
- c. The tenant fails to properly control 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 persons;
- 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;
- h. Upon expiration of municipal animal license;
- i. Upon death of the pet; or
- j. Documented medical conditions of tenants affected by the presence of an animal in their unit.

#### **XI. 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.

#### **XII. 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 his designee, it is necessary before a new tenant can take possession of the apartment and such fees are in excess of the security deposit.

**XIII. 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 on Schedule A.

**XIV. Grievance Hearing**

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

**Schedule A**

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

I, \_\_\_\_\_,  
**Name of Tenant**

Residing at \_\_\_\_\_,  
**Address (include Apt. #)**

**Memphis, TN. Have received a copy of the Pet Policy on**  
\_\_\_\_\_. **This policy was explained to me, by**  
**Date**

**Memphis Housing Authority (the "Authority") representative named**  
**below. At this time, I was given an opportunity to ask questions**  
**about the Pet Policy.**

\_\_\_\_\_  
**Tenant Name (print)**

\_\_\_\_\_  
**Tenant Name (signature)**

\_\_\_\_\_  
**Housing Authority Representative**  
**(print)**

\_\_\_\_\_  
**Housing Authority**  
**Representative (signature)**

**By:** \_\_\_\_\_  
**Development Manager**

## Schedule B

### MEMPHIS HOUSING AUTHORITY

#### PET PERMIT

**1. Parties and Dwelling Unit:**

The parties referenced in this permit are the Memphis Housing Authority (the "Authority") and \_\_\_\_\_ (referred to as the "Resident" or the "Tenant"). The Authority leases to the Resident unit number \_\_\_\_\_, located at \_\_\_\_\_, Memphis, TN.

**2. Length of Time (Term):**

The term of this permit shall begin on \_\_\_\_\_ and end pursuant to the Pet Policy.

**3. Pet Security Deposit:**

The Resident has deposited \$\_\_\_\_\_ with the Authority. The Authority will hold the pet security for the period Tenant occupies the unit. After the Tenant has moved from the unit, the Authority will determine whether the Tenant is eligible for a refund of any or all of the pet security deposit, and make such a refund within thirty (30) days. The pet security deposit will be held at Tri State Bank in Memphis, TN.

**4. The Resident agrees to file a copy of any Municipal Registration or license with the Authority annually and to keep same current.**

**5. The Resident agrees to keep the pet inoculated for rabies and distemper, and to file proof annually, that such inoculations or vaccinations are current.**

**6. The Resident agrees to assume all personal financial responsibility for damages to any personal or project property caused by the pet and assumes personal responsibility for injury to any party, caused by the pet.**

**7. The Resident hereby certifies and agrees to the general terms and conditions of the management of this pet by the Resident and understand and acknowledge that the pet can be revoked for failure to follow and abide by the Pet Policy.**

**8. The Resident has read and understands the Pet Policy and agrees that the Pet Policy will amend the lease accordingly.**

**9. The Resident agrees and understands that the Pet Policy is part of the Lease and this permit.**



**PET EMERGENCY CARE PLAN**

**Resident Name:** \_\_\_\_\_

**Resident Address:** \_\_\_\_\_

**Phone # (day):** \_\_\_\_\_

**Phone # (evening):** \_\_\_\_\_

**Pet Name:** \_\_\_\_\_

**Breed/type:** \_\_\_\_\_

**Pet Permit Number:** \_\_\_\_\_

List two alternate caretakers who will assume immediate responsibility for the care of the pet should the owner become handicapped, disabled or otherwise unable to care for the pet. These caretakers must sign this pet emergency care plan.

1. **Name:** \_\_\_\_\_  
**Address:** \_\_\_\_\_  
**Daytime Telephone #:** \_\_\_\_\_  
**Evening Telephone #:** \_\_\_\_\_

2. **Name:** \_\_\_\_\_  
**Address:** \_\_\_\_\_  
**Daytime Telephone #:** \_\_\_\_\_  
**Evening Telephone #:** \_\_\_\_\_

\_\_\_\_\_  
**Resident (print)**

\_\_\_\_\_  
**Resident (signature)**

\_\_\_\_\_  
**Caretaker 1 (print)**

\_\_\_\_\_  
**Caretaker 1 (signature)**

\_\_\_\_\_  
**Caretaker 2 (print)**

\_\_\_\_\_  
**Caretaker 2 (signature)**

**This form must be returned to the Memphis Housing Authority within ten (10) business days from the date of the issuance of the pet permit.**



**PET RIDER**

This pet rider to the lease between \_\_\_\_\_ and \_\_\_\_\_  
(Resident) (Authority)

is made a part of the lease entered between parties on \_\_\_\_\_  
(Date)

1. Both parties have read, agreed to and signed the attached pet guidelines in effect for complex.
2. The resident will keep his/her pet in a responsible manner and provide proper care for it as provided in said guidelines.
3. In accordance with the Pet Guidelines, the resident will provide the name, address and telephone number, in the spaces provided below, of all pet caretakers who, by signing this form, will assume responsibility for the pet should the resident become unable to care for the pet, including any damages or medical expenses. The resident will also provide the name, address and telephone number of the veterinarian responsible for the pet's health care.

**PET CARETAKER #1**

NAME: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
TELEPHONE: \_\_\_\_\_  
SIGNATURE: \_\_\_\_\_

**PET CARETAKER #2**

NAME: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
TELEPHONE: \_\_\_\_\_  
SIGNATURE: \_\_\_\_\_

VETERINARIAN: \_\_\_\_\_  
NAME: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
TELEPHONE: \_\_\_\_\_

---

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

\_\_\_\_\_  
Date

**Memphis Housing Authority**

By: \_\_\_\_\_  
Development Manager