

DEPAUL HOUSING MANAGEMENT PET POLICY

Revised June 2021

Section 227 of the Housing and Urban Rural Recovery Act of 1983 provides that "no owner or manager of federally assisted rental housing for the elderly or handicapped may as a condition of tenancy or otherwise, prohibit or prevent tenants of such housing from owning or keeping common household pets in their apartments, or restrict or discriminate against persons in connection with, admission to, or continued occupancy of, such housing because they own common household pets."

Animals that are used to assist the handicapped are excluded from the Pet Policy. This exclusion applies to animals that reside in this building as well as to assistance animals visiting this building. Please see Attachment A: Assistance Animals for information about Assistance Animals which include Service Animals, Therapy Animals, Emotional Support Animals and/or Companion Animals.

As with any landlord-tenant issue, state or local laws may affect this policy.

The Pet Policy is an extension of the Lease.

IMPORTANT

Before a pet is approved, pet owners are required to:

- Schedule a pet interview
- Submit all required documentation about the pet
- Provide information for two Alternate Caretakers
- Make Pet Deposit payment, if applicable
- Bring your pet to meet the Community Manager

Pets will not be admitted to a DePaul Housing Management project without meeting the standards of acceptable behavior described in the "Pet Behavior" section this policy (see page 4).

ALL PETS MUST HAVE PRIOR APPROVAL OF MANAGEMENT PRIOR TO RESIDENCY.

DEFINITION

For the purposes of these pet rules, "pet" is defined as a domesticated small animal traditionally kept in the home for pleasure rather than for utility or commercial purposes. Pet is understood to be limited to:

- Dogs
- Litter box-trained cats
- Birds (specifically parakeets, canaries, or finches)
- Small caged rodents (i.e. hamsters, rabbits, gerbils, guinea pigs)
- Fish
- Turtles

Reptiles other than turtles are not permitted. Animals other than those listed above are not permitted into DePaul Housing Management projects. These rules, in compliance with Federal policy, distinguish cats and dogs from other pets as "fur-bearing" animals. Except where otherwise indicated, these rules apply to dogs and cats.

APPROVAL

Prior to accepting a pet for residency in a DePaul Housing Management project, the pet owner and the project must enter into a "Pet Agreement." The pet owner must also provide the project with proof of the pet's good health and suitability according to the standards and criteria set forth under "Basic Guidelines." In the case of dogs and cats, proof must be given, and renewed annually, of the animal's licensing and vaccination record. Should DePaul Housing Management decline to register a pet, the applicant/resident will be notified in writing.

PET DEPOSIT (does not apply to assistance animals)

Each dog and cat owner must provide a pet security deposit in the amount of \$300.00 in addition to the standard rental security deposit. This deposit shall be maintained in a separate amount as provided for by state law and applicable regulatory agencies for the maintenance of security deposits. This deposit may be paid in either of the following manners: \$300.00 prior to pet move-in OR \$50.00 prior to pet move-in and \$10.00 per month thereafter until the \$300.00 is accumulated. Management reserves the right to change the amount of the deposit requirement, consistent with Federal guidelines, at any time. In the event of such an increase, pet owners must pay additional amounts in amounts not less than \$10 per month until the new deposit amount is accumulated.

The amount of the pet deposit is established to reflect the potential cost of replacing tile, carpeting and other fixtures as a result of pet odors, stains and damage. Upon termination of residency by the pet owner, or permanent removal of the pet from the owner's apartment, all or part of the pet deposit will be refunded dependent upon needed repairs and maintenance, revealed as a result of a move-out inspection focusing on any pet damages. If damages exceed the balance in the pet deposit account, the pet owner will be required to pay the cost which is in excess of the pet deposit balance.

NUMBER OF PETS

The number of four-legged, fur bearing pets is limited as follows: one (1) dog per apartment OR, two (2) cats per apartment. There can be no combinations of dogs and cats. Birds, rodents and turtles are also limited to one (1) per apartment. No limit is placed on the number of fish, but only one fish tank (maximum size: 10 gallons) is permitted per apartment.

BASIC GUIDELINES

DOGS shall weigh no more than 30 pounds at maturity and stand no more than 18-inches high at the shoulder (American Kennel Club standards shall be used to determine the height and weight at maturity for the specific breed). Dogs must be housebroken and able to exercise outdoors. They also must be spayed or neutered, have all current inoculations, and wear a tag bearing the owner's name, address, and phone number.

CATS must be spayed or neutered and must have all current inoculations. Cats must also wear a tag bearing the owner's name, address and phone number.

BIRDS must be maintained inside a cage at all times.

OTHER PETS (see Definitions) must be maintained in approved, appropriate cages or containers.

LIABILITY

The pet owner shall be liable for the entire cost of all damages caused by his/her pet to the property inside their own apartment as well as the common areas and grounds. All cleaning costs incurred because of a pet, including but not limited to, the removal of fleas and odor are also the pet owner's responsibility.

Residents owning a dog or cat are strongly urged to obtain pet liability insurance for their own protection. Pet liability insurance can be obtained through most insurance companies.

RESTRAINTS/COMMON AREAS

Dogs and cats must be effectively and appropriately restrained on a leash and under the control of a responsible individual when out of the owner's apartment.

No pets may be brought into the Community Room, Laundry Room or restrooms. Pets may not linger on the walkways when being led from the owner's apartment to the outdoors and from outdoors to the owner's apartment.

SANITATION

Dogs must be taken outdoors to any grassy area, and dog wastes must be immediately picked up by the pet owner and disposed of in plastic bags in the dumpster.

Cat litter must be disposed of carefully for your safety and that of other residents. Cat litter should be changed frequently to minimize odor in the resident's apartment and to avoid unpleasant odors in the hallways. All cat litter/waste must be double-bagged and secured to minimize odor or leakage. Cat litter must be taken directly to the dumpster and must not be left in the trash rooms. Under no circumstances should cat litter or cat waste be flushed down any toilets. Any plumbing problems and the costs associated with correcting said plumbing problems as a result of improperly disposed cat litter will be the responsibility of the resident. During inclement weather, residents should use good judgement to maintain their own safety when disposing cat litter in the dumpster and refrain from making trips when it is not safe.

The owner must immediately clean up all pet wastes and dirt. There will be a fee of \$5.00 per incident fee charged if a pet owner fails to thoroughly remove pet wastes from any area

Each pet owner is solely responsible for the deodorizing of pet odors within and around the apartment. If management is required to take measures to correct any problems related to such odors, the pet owner will be required to pay for these services.

PET BEHAVIOR

Pets must demonstrate acceptable, non-aggressive behavior prior to being accepted in this building. Pets that bite, attack, demonstrate aggressive behavior or make disruptive noise or have a history of the above will not be accepted. Pets that acquire any of these traits after being accepted will have to be permanently removed.

STANDARDS OF PET CARE

Pet owners shall provide adequate care, nutrition, exercise and medical attention for his/her pet.

No pet may be left unattended in any apartment for more than 12 hours.

Pet owners must demonstrate an acceptable flea-control program for cats and dogs. Apartments occupied by a dog or cat will be fumigated if necessary upon pet being vacated. If fleas carried by the pet infest an apartment, the pet owner will be responsible for the cost of pest removal services. Infestation of adjacent apartments or common areas attributable to a specific pet shall be the responsibility of the pet owner who shall be liable for the cost of correcting the infestation.

No sick or injured pet will be accepted for occupancy without consultation and written acknowledgment of a veterinarian as to the pet's ability to live in an apartment situation. Acceptance regardless of documentation and consultation is the prerogative of the management. Pets suffering from illnesses or injury must be immediately taken for veterinarian care by the pet owner (and at the expense of the pet owner).

EMERGENCY PROCEDURES

An emergency is considered to be any situation that threatens the immediate health and/or safety of any person or animal. The pet owner must supply management with the names of at least two (2) persons who are willing to assume immediate responsibility for the pet in case of an emergency. Written verification of the willingness of these persons to assume alternate caretaker responsibility is required. It is the responsibility of the pet owner to inform management of any change in the names, addresses or telephone numbers of persons designated as alternate caretakers. Any expense relating to alternate caretakers is the responsibility of the pet owner.

Each alternate caretaker listed as part of your pet policy agreement should have a key to your apartment. We never know when an emergency will occur, and it is important that caretakers have access to your pet. It is your responsibility to see that your pet can be cared for when you are not able to care for him/her by leaving a door key with each caretaker. It is not the staff's responsibility to transport your pet or to care for it. You should think through your plan for your pet to be sure it will work, and so that the caretaker can give your pet the best experience possible in your absence. Provide your caretakers with specific instructions for pet supplies and your pet's usual

routines. Please look over your pet policy caretaker information to be sure it is up-to-date and realistic.

In cases of emergency, when the management is unable to reach the alternate caretakers, (or the alternate caretakers are unable or unwilling to respond), management reserves the right to enter the apartment, remove the pet by Animal Control. Within five (5) days of such an emergency the resident, his agent, family or estate must make arrangements with the holder of said pet as to its financial (and other) disposition.

VIOLATIONS

Creation of a nuisance, dangerous behavior on the part of the pet, or any infraction of this Pet Policy will be considered lease violations. A nuisance is considered to be excessive noise, odor, lack of cleanliness, or unruly behavior. Dangerous behavior is any behavior that threatens or harms a tenant, guest, visitor, other pet, staff member or other authorized person.

The pet owner will be notified in writing of the violation and will be given ten (10) days to either correct the violation or request a meeting to discuss the problem. Failure to respond to this notice may result in the permanent removal of the pet from the property OR termination of resident tenancy.

ANY PET WHICH CAUSES PHYSICAL HARM TO ANY RESIDENT, GUEST, STAFF MEMBER OR OTHER PERSON PRESENT UPON THE PROJECT GROUNDS SHALL BE IMMEDIATELY AND PERMANENTLY REMOVED FROM THE PREMISES.

The pet owner's signature on the Pet Policy shall constitute permission for management to take this action in the event of bodily injury caused by the pet.

COURTESY

DePaul Housing Management recognizes that pets can be therapeutic for those who enjoy, own and care for them. Other residents, however, may have chemical sensitivities or allergies related to pets, or may be frightened or uncomfortable around animals. Pet owners agree to exercise common sense and courtesy with respect to other tenants' rights to peaceful and quiet enjoyment of the premises.

Attachment A: Assistance Animals

INTRODUCTION

For the purpose of this document, service animals, therapy animals, emotional support animals and companion animals will be referred to as ***assistance animals***.

In accordance with the Fair Housing Act (FHA), Section 504 of the Rehabilitation Act of 1973 (S504), and the Americans with Disabilities Act of 1990 (ADA), DePaul Housing Management seeks to accommodate persons with disabilities who requires an assistance animal.

Under the FHA, S504, ADA and comparable state laws, assistance animals may be allowed to accompany individuals in housing as a reasonable accommodation if, and only if, the person requesting the accommodation has a disability or someone is making the request on behalf of a person with a disability.

DePaul Housing Management is also mindful of the health and safety concerns of all of the residents. Thus, the owner/agent must balance the needs of the individual with the disability with the potential impact of animals on other residents. The successful implementation of the policy requires the cooperation of all residents and staff.

Assistance Animals

There are two types of assistance animals: (1) service animals, and (2) other trained or untrained animals that do work, perform tasks, provide assistance, and/or provide therapeutic emotional support for individuals with disabilities (referred to in this guidance as a "support animal").

Assistance animals are not pets. Rather, assistance animals are living with a resident in order to alleviate the symptoms or side effects of a disability. Pet rules do not apply to assistance animals. However, resident, resident's guests and resident's service providers should be aware that some similar rules are applied to all animals.

DePaul Housing Management also must be sure lease provisions are honored and that the community is maintained in a decent, safe and sanitary manner and that all residents are allowed to live in peace and quiet comfort.

DePaul Housing Management has established these Assistance Animal Policies to ensure that all residents understand their rights under the above-mentioned laws. In compliance with HUD FHEO guidance released in January 2020 (<https://www.hud.gov/sites/dfiles/PA/documents/HUDAsstAnimalNC1-28-2020.pdf>), DePaul Housing Management strives to make sure that residents understand

- How to make a request for an assistance animal and
- When and how the DePaul Housing Management will verify the request.

Deposits & Fees

Residents with approved assistance animals will not be charged any special deposits or fees for that animal. Residents are, however, responsible for paying for any damages caused by the animal. Damages charges must be paid in accordance with the lease.

Requesting an Assistance Animal as a Reasonable Accommodation

A person requesting an assistance animal must provide DePaul Housing Management with a request for a reasonable accommodation. DePaul Housing Management is not required to provide a reasonable accommodation unless such accommodation is requested.

It is preferred that the request is made in writing, but DePaul Housing Management will accept the request in any equally effective format including a verbal request. Upon request, DePaul Housing Management will provide the resident with an electronic or paper version of their Reasonable Accommodation Request Form. The applicant/resident is not required to use DePaul Housing Management's form.

In making the request, the applicant or resident should make it clear that there is a disability and the assistance animal is necessary to alleviate the symptoms or side-effects of that disability. There must be a relationship between the disability and the need for the assistance animal.

For example: An individually trained dog can detect blood sugar changes directly related to the person's disability.

Processing a request for an assistance animal is done in accordance with DePaul Housing Management's Reasonable Accommodation and Modification (RAM) Policy and with requirements set forth by HUD and the Department of Justice. Please contact DePaul Housing Management if you would like an electronic or "hard" copy of DePaul Housing Management RAM Policy.

DePaul Housing Management will process the request as quickly as possible, and will respond, in writing, within ten (10) business days after receiving all documentation from the resident and/or the verifier. DePaul Housing Management will respond in an equally effective manner if necessary.

New York Law State Law

It shall be a violation for any person to knowingly affix to any dog any false or improper identification tag, special identification tag for identifying guide, service or hearing dogs or purebred license tag.

AFFIDAVIT OF PET OWNER

I have read and understand the Pet Policy of DePaul Housing Management and agree to fully comply with its provisions. I understand that failure to comply may constitute reason for removal of my pet and/or termination of tenancy. If required to remove my pet from the premises, I agree to affect such removal and understand that my failure to do so shall constitute grounds for eviction.

Community Manager _____ Date: _____

Resident: _____ Date: _____

Resident: _____ Date: _____

AFFIDAVIT OF NON-PET OWNER

I have read and understand the Pet Policy of DePaul Housing Management and have received a copy and agree to fully comply with its provisions. I understand that failure to comply may constitute reason termination of tenancy.

Resident: _____ Date: _____

Resident: _____ Date: _____

PET INFORMATION

Resident: _____ Apartment #: _____

Pet Name: _____ Type: _____ Age: _____

Description of Pet: _____

Vet's Name: _____ Phone #: _____

Address: _____

ALTERNATE CARETAKERS

1.

Day Phone: _____ Night Phone: _____

2.

Day Phone: _____ Night Phone: _____

Pet Deposit (\$300.00 or \$50.00 down, \$10.00 per month): _____

Sign Pet Policy: _____ Date: _____

ANNUAL UPDATE

	<u>Date</u>	<u>Date</u>	<u>Date</u>	<u>Date</u>
Verification of Alternate Caretakers	_____	_____	_____	_____
Current License	_____	_____	_____	_____
Certification of Good Health	_____	_____	_____	_____
Current Inoculations	_____	_____	_____	_____
Flea Control	_____	_____	_____	_____

CHECK-OFF LIST FOR PET OWNERS

This list is designed to help you keep track of everything you need to do in order to facilitate your pet's acceptance into a DePaul Housing Management project.

_____ My dog will not weigh more than 30 lbs. at maturity, nor stand more than 18 inches high at the shoulder;

_____ Proof that my pet has been spayed or neutered, or letter from veterinarian to that effect

_____ Two Alternate Caretakers selected forms completed

_____ Proof of flea control program

_____ Current license and proof of inoculation

_____ Certificate of Good Health from my veterinarian

_____ Schedule a "pet interview" with the Community Manager, bring all of the required documents, the Pet Security Deposit and the pet—we need to meet your pet in order to determine its temperament

_____ Sign Pet Policy (bring this with you to the pet interview)

_____ Pet Security Deposit, \$300.00—this may be paid in one lump sum prior to moving in, OR it may be paid with a \$50.00 deposit prior to move-in and \$10.00 per month until paid in full

PLEASE NOTE: NO PET MAY MOVE INTO THIS BUILDING UNTIL ALL OF THE ABOVE REQUIREMENTS HAVE BEEN SATISFIED.

Sign below to indicate all of the above requirements have been fulfilled:

Community Manager: _____ Date: _____

Resident: _____ Date: _____

Resident: _____ Date: _____

ALTERNATE CARETAKER

I agree to serve as an Alternate Caretaker for the pet described below:

Name of Pet: _____ Type of Pet: _____

Pet Owner's Name: _____

I understand that in the event of an emergency situation involving the above-named resident I may be called upon to remove the pet from the DePaul Housing Management project and provide care for the pet at my own expense until the emergency situation is resolved.

I agree to provide this service in compliance with this building's Pet Policy. If I am unable to continue to serve as an Alternate Caretaker, I will notify the management.

Name of Alternate Caretaker: _____

Address: _____

Day Phone: _____ Night Phone: _____

Signature: _____ Date: _____

ALTERNATE CARETAKER

I agree to serve as an Alternate Caretaker for the pet described below:

Name of Pet: _____ Type of Pet: _____

Pet Owner's Name: _____

I understand that in the event of an emergency situation involving the above-named resident I may be called upon to remove the pet from the DePaul Housing Management project and provide care for the pet at my own expense until the emergency situation is resolved.

I agree to provide this service in compliance with this building's Pet Policy. If I am unable to continue to serve as an Alternate Caretaker, I will notify the management.

Name of Alternate Caretaker: _____

Address: _____

Day Phone: _____ Night Phone: _____

Signature: _____ Date: _____