

THE MOORESVILLE AFFORDABLE DEVELOPMENT LLC (MAD)

PET POLICY

Mooresville Affordable Housing has adopted the following Pet Policy:

Portions of this policy do not apply to animals that are used to assist persons with disabilities. Assistive animals are allowed in all public housing facilities with limited restrictions including those imposed on all tenants to maintain their units and associated facilities in a decent, safe, and sanitary manner and to refrain from disturbing their neighbors.

PETS IN HOUSING

The MAD allows for pet ownership in its developments with written pre-approval. Residents are responsible for any damage caused by their pets, including the cost of fumigating or cleaning their units. In exchange for this right, resident assumes full responsibility and liability for the pet and agrees to hold the MAD harmless from any claims caused by an action or inaction of the pet.

APPROVAL OF PET

Residents must have the prior approval of MAD before moving a pet into their unit. Residents must request approval in writing, providing information on what kind of pet they are interested in having before MAD approves the request. Once request has been approved the resident will be given a form of verification to display stating a pet is allowed at that residence. Only those in possession of the verification are allowed to have a pet in their apartment.

TYPES AND NUMBER OF PETS

MAD will allow only common household pets. This means only domesticated animals such as a dog, cat, bird, rodent (including rabbit), fish in aquariums or a turtle will be allowed in units except in the case where the pet is an assistance animal to a person with disabilities. Common household pets do not include reptiles (except turtles).

All dogs and cats must be neutered or spayed before they become six months old. Birds must be in a cage at all times and the maximum aquarium size is 20 gallons.

Only one (1) leisure pet per unit allowed

Animals deemed to be **potentially harmful** to the health or safety of others, including attack or fight trained dogs, will not be allowed.

No animal may exceed twenty-five (25) pounds in weight.

This weight limit is waived for service animals that assist a person with disabilities.

INOCULATIONS

In order to be registered, pets must be appropriately inoculated against rabies distemper and other conditions prescribed by state and/or local ordinances. They must comply with all other state and local public health, animal control, and anticruelty laws including any licensing requirements. A certification signed by a licensed veterinarian or state or local official shall be annually filed with the MAD to attest to the inoculations.

PET DEPOSIT AND NONREFUNDABLE FEE

A pet deposit of **\$100** is required for each dog or cat and is not transferable from one pet to another for all units. Pet deposits are not required for birds, fish aquariums or a rodent. The deposit is refundable when the pet or the family vacate the unit, less any amounts owed due to damage beyond normal wear and tear. A non-refundable fee of **\$150.00** is required for each dog or cat that will be in any units. All service animals are exempt from this pet deposit and non-refundable fee; however, if a person with disabilities maintains a pet for leisure, the deposit and non-refundable fee are required for that pet.

FINANCIAL OBLIGATION OF RESIDENTS

Any resident who owns or keeps a pet in their dwelling unit will be required to pay for any damages caused by the pet. Also, any pet-related insect infestation in the pet owner's unit will be the financial responsibility of the pet owner and MAD reserves the right to exterminate and charge the resident.

NUISANCE OR THREAT TO HEALTH OR SAFETY

The pet and its living quarters must be maintained in a manner to prevent odors and any other unsanitary conditions in the owner's unit and surrounding areas.

Repeated substantiated complaints by neighbors or Mooresville Housing Authority personnel regarding pets disturbing the peace of neighbors through noise, odor, animal waste, or another nuisance will result in the owner having to remove the pet or move him/herself. The resident is responsible for keeping their pet under control at all times.

Pets who make noise continuously and/or incessantly for a period of 10 minutes or intermittently for one half hour or more to the disturbance of any person at any time of the day or night shall be considered a nuisance.

DESIGNATION OF PET AREAS

Pets must be kept in the owner's apartment and be on a **leash at all times** when walking outside (no outdoor cages or tie outs may be constructed). Pets will be allowed only in designated areas on the grounds of the property except in the case of an animal that assists a person with disabilities. Pet owners must clean up after their pets and are responsible for disposing of pet waste immediately.

MISCELLANEOUS RULES

- ❖ Pets may not be left unattended in a dwelling unit for over 12 hours. If the pet is left unattended and no arrangements have been made for its care, the HA will call the emergency caregiver but if they cannot be located, the HA will have the right to enter the premises and take the uncared for pet to be boarded at a local animal care facility at the expense of the resident.
- ❖ Residents must take appropriate actions to protect their pets from fleas and ticks.
- ❖ Dogs must be housebroken, have all vaccinations, and be licensed. All dogs must wear a tag bearing the resident's name and phone number and the date of the latest rabies inoculation.
- ❖ Pets cannot be kept for any commercial purpose or bred.
- ❖ Cats must be trained to a litter box and have required vaccinations. Residents will maintain waterproof litter boxes for cat waste. Refuse from litter boxes shall not accumulate or become unsightly or unsanitary. Litter shall be disposed of in an appropriate manner and CANNOT be flushed down the commode or thrown outside. Charges for unclogging commode or clean up of common areas required because of attributable pet nuisance shall be billed to and paid by the resident pet owner.
- ❖ A pet owner shall physically control or confine his/her pet during the times when Housing Authority employees, agents of MAD, or others must enter the pet owner's apartment to conduct business, provide services, enforce lease terms, etc. MHA Staff and MAD will not be responsible for pets that run out of the apartment while they go inside.
- ❖ Pets of visitors/guests of the resident are strictly prohibited with the exception of assistance animals.
- ❖ If a pet causes harm to any person, the pet's owner shall be required to permanently remove the pet from MAD property within 24 hours of written notice from MAD. The pet owner may also be subject to termination of his/her dwelling lease.
- ❖ A pet owner who violates any other conditions of this policy may be required to remove his/her pet from the development within 10 days of written notice from MAD. The pet owner may also be subject to termination of his/her dwelling lease.
- ❖ MAD's grievance procedures shall be applicable to all individual grievances or disputes arising out of violations or alleged violations of this policy.

REMOVAL OF PETS

MAD, or an appropriate community authority, shall require the removal of any pet from a project if the pet's conduct or condition is determined to be a nuisance or threat to the health or safety of other occupants of the development or of other persons in the community where the development is located.

In the event of illness or death of pet owner, or in the case of an emergency which would

prevent the pet owner from properly caring for the pet, MAD has permission to call the emergency caregiver designated by the resident or the local Pet Law Enforcement Agency to take the pet and care for it until family or friends would claim the pet and assume responsibility for it. Any expenses incurred will be the responsibility of the pet owner.

Description: Type of Pet: _____

Animal's name: _____ **Breed** _____

Birth Date of Pet: _____

Weight: _____ **Height:** _____

Annual Shots date) _____

Male/Date Neutered: _____ **License Number:** _____

Female/Date Spayed: _____ **License Number:** _____

*****A picture of your pet and all vet records must be provided for our resident file.*****