



# PET POLICY

# HOUSING AUTHORITY OF GLOUCESTER COUNTY

COLONIAL PARK APARTMENTS  
DEPTFORD PARK APARTMENTS  
CARINO PARK APARTMENTS  
NANCY J. ELKIS SENIORS HOUSING  
SHEPHERD'S FARM SENIOR HOUSING  
PROJECT 204-1, SINGLE-FAMILY DWELLING UNITS

**I. Preamble**

This Pet Policy (“Policy”) provides the Housing Authority of Gloucester County’s (“The Authority”) rules and conditions under which a pet may be kept in properties owned or managed by the Authority. The primary purpose of these rules is to establish reasonable requirements for keeping common household pets in order to provide a decent, safe and sanitary environment for existing and prospective tenants, Authority employees, and the public, and to preserve the physical condition of the Authority’s property.

This Policy is established in accordance with the following Federal Regulations:

*24 CFR 960, Subpart G*  
*24 CFR Part 5, Subpart C*

Violation of this Policy may be grounds for removal of the pet or termination of the pet owner's tenancy (or both), in accordance with the provisions of this Policy, the Lease, and applicable regulations and State or local law.

**II. Definition of Pet**

For the purposes of this Policy, pets are defined as:

- A. Domesticated dogs not exceeding 25 pounds in weight and meeting other requirements of this Policy.
- B. Domesticated cats not exceeding 25 pounds in weight and meeting other requirements of this Policy.
- C. Fish in approved tank not exceeding 20 gallons of water.
- D. Domesticated, caged, small birds in approved cage.

No other living creature shall be considered a pet for the purposes of this Policy. The Authority may, within its discretion, approve domesticated dogs or cats over the above weight limits who otherwise meet the requirements of this Policy.

Assistance animals are animals that work, provide assistance, or perform tasks for the benefit of a person with a disability under the Fair Housing Act, OR are animals that provide emotional support that alleviate one or more identified symptoms or effects of a person’s disability. Pursuant to the requirements of the Fair Housing Act, Assistance animals are a type of reasonable accommodation for individuals with disabilities. As such, documentation to demonstrate the connection between the benefit that the animal provides, and the need of the person is necessary. Animals that are required as a reasonable accommodation to assist, support, or provide service to persons with disabilities are not defined as pets.

**III. Definition of “Elderly or Disabled family” and “Project for the Elderly or Persons with Disabilities”**

For purposes of implementing this Pet Policy, the Authority shall apply the definitions of ‘elderly or disabled family’ and “Project for the Elderly or persons with disabilities” as contained within 24 CFR 5.306, Definitions.

**IV. Pet Permit Application**

- A. Tenants who wish to apply for a Pet Permit must file an application for a Pet Permit with the Authority. Applications will be processed on a first-come, first-served basis.

- B. Those who have a history of poor housekeeping and/or damaging Authority owned/managed property will be denied a Pet Permit for a period of one year from the date of the application. Reconsideration for a pet permit will be given if the tenant has no housekeeping or damage violations for 12 consecutive months.
- C. Those who have been found to violate their lease by having a pet on the premises without a valid Pet Permit shall be denied a Pet Permit for a period of one year from the date of the violation.

V. **Conditions for Issuance of a Pet Permit**

For dogs and cats only:

- A. With the exception of the elderly and disabled as defined in 24 CFR 5.306, the applicant must file a Certificate of Insurance with the Authority certifying that applicant has renter's insurance with liability and property damage coverage. Insurance must remain in effect for the life of the pet permit. Renters may request a waiver of this requirement in writing to the Executive Director.
- B. The applicant must provide proof, each year, of Municipal Registration of the pet in accordance with NJ State Law and local ordinance.
- C. Applicant must provide proof from a licensed veterinarian or a state or local authority empowered to inoculate animals, each year, that the pet is in good health and has been inoculated for distemper and rabies; and information sufficient to identify pet and demonstrate it is a common household pet. The Authority shall also accept a Certification of Exemption From Vaccination form from a veterinarian who certifies in writing that the pet is incapable of being inoculated because of infirmity, other physical condition, or regimen of therapy as provided by the regulations of the State of New Jersey Department of Health.
- D. Prior to issuance of Pet Permit, applicant agrees to post a pet security deposit of \$300.00 for each dog or cat. For the elderly and disabled, the fee shall be \$100. Any balance of the pet security deposit will be refunded to the tenant after the tenant moves or no longer owns the pet. Total pet security deposit may be paid over time. Initial amount of \$50.00 is due when pet is brought into unit. Subsequent monthly payments of \$10 per month must be made until the total requirement has been satisfied.
- E. The pet deposit may be used to pay reasonable expenses directly related to the presence of the pet on the property. Such expenses would include, but not be limited to, the cost of repairs and replacement to unit, fumigation of the unit, and the cost of animal care facilities
- F. Tenants will be charged a separate waste removal penalty fee, of \$5.00 per occurrence, for failure to comply with pet rule on waste removal. See Pet Management
  - a. For single-family dwelling units (Project 204-1) the tenant shall pay a non-refundable monthly fee of \$5.00 to cover the costs relating to the presence of pets. (This fee is not applicable to Colonial Park, Carino Park, Deptford Park, Shepherd's Farm or Nancy J. Elkins Seniors Housing because they are projects designated for elderly/disabled residents.)

For all pets, as defined in this Policy:

- A. The applicant must sign a statement that said applicant assumes all personal financial responsibility for damage to any personal property and property owned/managed by the Authority or any of its affiliates caused by the pet and said applicant assumes personal responsibility for personal injury to any party caused by said pet.
- B. Applicant must certify and agree to the general terms and conditions of the management of said pet and acknowledge that the Pet Permit can be revoked for failure to follow pet management rules.
- C. Prior to issuance of Pet Permit, applicant agrees to sign a statement that applicant has read and understands the Pet Policy and agrees to amend the lease accordingly.
- D. As part of the application process for a Pet Permit, the applicant must file a "Pet Emergency Care Plan" in case applicant is unable to care for said pet in an emergency. This plan must empower the Authority, or any of its affiliates, as applicable, to transfer the responsibility of the pet to an approved friend or relative of the applicant that is off the premises of the project.

VI. **Pet Management Plan**

- A. Only one Pet Permit will be issued per dwelling unit.
- B. An individual Pet Permit may only be issued for one dog, or one cat, or one 20 gallon fish tank, or one bird cage.
- C. Pets must be confined to apartment unless on a leash or appropriately and effectively restrained for the high-rise buildings only.
- D. Pets shall not wander without appropriate and effective restraints in common areas of the building or on the grounds or at any time.
- E. In the event that the tenant leaves the building or property in an emergency, the pet is to be provided for in accordance with the "Pet Emergency Care Plan" within 24 hours of departure of said tenant.
- F. Tenant shall be responsible to maintain the dwelling unit free of flea infestation. All cost associated with the treatment of fleas and/or ticks shall be the responsibility of the tenant.
- G. Tenant acknowledges responsibility for the cleanliness of pets and removal of pet waste from building daily by:
  - 1. Placing cat litter waste into bag and into trash chute or outside trash can.
  - 2. Placing dog on leash and taking dog to established "Pet Relief Area" as designated in the high-rise buildings only. Tenants are responsible to remove and properly dispose of all removable pet waste from the Pet Relief Area.

*Note: Tenants are not to store pet waste in their apartment/house or flush pet waste with "kitty litter" down the toilet, sinks, or bathtubs.*

3. Pet owners must own a vacuum cleaner and clean up pet residue (odor, hair, seeds, feathers, water) daily. Dwelling units must be kept clean and free of odors at all times.
4. Pet owners must prevent pets from damaging property (within apartment/house, common areas, grounds or personal property of others), and assume all liability regardless of fault in cases where said pet contributes to or causes property damage or personal damage in accordance with New Jersey state and local law.
5. Tenant agrees to manage pet in such a way that it does not contribute to complaints from other tenants or neighbors regarding behavior and/or activities of said pet.
6. Tenant must certify that pet is not pregnant and has been spayed or neutered if pet is a cat and spayed if pet is a female dog. If pet is a young cat or dog, tenant must agree to have the pet spayed or neutered as soon as the pet reaches the minimum age for being spayed or neutered and to provide the management with certification of the procedure.
7. Tenant agrees to keep property free of dog/cat waste.
8. Tenant agrees to provide for the adequate care, nutrition, exercise and medical attention for their pets.
9. Tenant agrees that no pet shall be tied up, chained, or otherwise tethered anywhere on Authority property and left unattended for any amount of time,
10. Bird cages are not permitted to be attached to ceilings.

## VII. Pet Control

Tenant must keep pet appropriately and effectively restrained and under the control of a responsible adult while in public and on common areas of the premises. For single-family dwelling units (Project 204-1 only), pets shall not be left unattended outside of the dwelling unit unless in a fenced enclosure approved by management.

Tenant must not permit pet to defecate or urinate in a dwelling unit, on common areas, or on the undesignated grounds.

## IX. Inspection of Dwelling Unit

Tenant agrees, as a condition of accepting the Pet Permit, that tenant's dwelling unit will be available for inspection of compliance with Pet Policy at any time during Authority business hours on thirty (30) minute notice.

Damages caused by the pet, as determined by inspection, shall be repaired/replaced by management at the time the damages are discovered. Tenant will be billed for full repair/replacement and labor cost at time of repair.

## X. Petition of Removal

The Executive Director, or his/her designee, may require pet owners to remove their pets upon the petition of two (2) or more neighboring residents who allege a complaint against the pet owner for non-compliance with the Pet Policy. The tenant will be afforded a fair hearing on said infraction with the Executive Director, or his/her designee. The tenant must abide by determination of said hearing, which may include removal of the pet within 72 hours.

## XI. Revocation of Pet Permit

A. Revocation of Pet Permit may occur upon the occasion of the following conditions:

1. Upon death of pet;
2. Upon permanent removal of pet from the dwelling unit/house;
3. For non-payment of the monthly security deposit installment in accordance with Conditions for Issuance of a Pet Permit.
4. Upon showing of good cause for revocation, as defined below.

B. Upon determination by management of the Authority, that the following conditions may be considered good cause for revocation:

1. Pet has caused damage to any dwelling unit, common areas, personal property or persons.
2. Pet has bitten, scratched or caused injury to any person.
3. Pet makes animal sounds that are generally annoying to tenants, neighbors or Authority management, for example, barking dog or loud meowing cat.
5. Pet defecates or urinates in a dwelling unit, on common areas, or on the undesignated grounds.
6. Pet is found out of control of tenant; a) dog off leash; b) cat running loose; c) bird not caged.
7. Upon expiration of municipal animal license, unless renewed.
8. Upon expiration of inoculation unless current inoculation status is recertified.
9. Upon determination by the Authority that the pet is a danger and hazard to the health and safety of tenants, management, employees and/or guests of the Authority.
10. Upon determination by the Authority that the pet is not being cared for adequately by tenant, including but not limited to tenant's failure to feed, groom or exercise the pet such that the pet's wellbeing is harmed.

Written notice of a permit revocation will be served on the pet owner in writing 10 (ten) days before the effective date. The Notice shall include a brief factual statement of the violation. The tenant will be afforded a fair hearing with the Executive Director or his/her designee. The tenant must abide by determination of said hearing, which may include removal of the pet within 72 hours.

## XIV. Death of Pet

The tenant shall be responsible for arranging for burial or other disposal, off the premises, of pets in the event of death of the pet. Tenant shall notify the Authority of any pet death within 10 calendar days.

## XIV. Pet Temporarily on Premises

Pets which are not owned by a tenant will not be allowed on the premises. Residents are prohibited from feeding or harboring stray animals.

#### XIV. Absence of Tenant

The tenant shall supply the name, address and phone number of two responsible parties who will care for the pet if the pet owner dies, is incapacitated or is otherwise unable to care for the pet. If the responsible party is unwilling or unable to care for the pet or if the Authority, after reasonable efforts, cannot contact the responsible party the Authority may contact the appropriate state or local agency and request the removal of the pet. Any cost to remove the animal will be a charge to the tenant.

#### XIV. Emergencies

The Authority will take all necessary steps to ensure that pets which become vicious, display symptoms of severe illness, or demonstrate behavior that constitutes an immediate threat to the health or safety of others, are referred to the appropriate state or local entity authorized to remove such animals. Any cost to remove the animal will be a charge to the tenant owner.

#### XV. Amendments

The Authority reserves the right to amend the Pet Policy.

PET PERMIT APPLICATION

Project Name \_\_\_\_\_ Date \_\_\_\_\_

Tenant Name \_\_\_\_\_ Apt # \_\_\_\_\_

Type of permit requested: Bird \_\_\_\_\_ Fish \_\_\_\_\_ Cat \_\_\_\_\_ Dog \_\_\_\_\_

Weight of the Cat/Dog \_\_\_\_\_

Breed of the Pet \_\_\_\_\_

Size of Fish Tank \_\_\_\_\_

IF CAT: Declawed \_\_\_\_\_ Not Declawed \_\_\_\_\_

Date pet is expected to be brought to the apartment \_\_\_\_\_

Pet Security Deposit is required as follows. Payment must be made in accordance with the Pet Policy.

204-1 Family Dwelling Units = \$300

Elderly/Disabled = \$100.00

Applicant agrees to comply with the terms of the Pet Policy. Applicant agrees to attach a photograph of the pet to this application.

By: \_\_\_\_\_  
Tenant

**DO NOT WRITE BELOW THIS LINE**

\_\_\_\_\_

Date application received: \_\_\_\_\_ By: \_\_\_\_\_

Policy explained to tenant by: \_\_\_\_\_

Amount of Pet Security Deposit: \_\_\_\_\_

Apartment inspected for housekeeping Yes \_\_\_\_\_ No \_\_\_\_\_

Approved by: \_\_\_\_\_

Rejected by: \_\_\_\_\_

Reason for rejection: \_\_\_\_\_

Date Permit issued: \_\_\_\_\_ Permit# \_\_\_\_\_

LEASE ADDENDUM

TENANT \_\_\_\_\_ PROJECT \_\_\_\_\_ PET PERMIT # \_\_\_\_\_

1. \_\_\_\_\_ Parties and Dwelling Unit:

The parties of this permit are the Housing Authority of Gloucester County, referred to as the management/landlord and \_\_\_\_\_ referred to as the tenant. The landlord leases to the tenant unit number \_\_\_\_\_ located at \_\_\_\_\_  
\_\_\_\_\_.

2. \_\_\_\_\_ Length of Time (Term):

The term of this permit shall begin on \_\_\_\_\_ and end in accordance with the provisions of the Pet Policy.

3. \_\_\_\_\_ Waste Removal Charge:

The tenant agrees to pay \$5.00 each occurrence as a separate pet waste removal penalty for failure to comply with pet rule on waste removal.

4. \_\_\_\_\_ Pet Security Deposit:

The tenant has an initial pet security deposit in the amount of \$ \_\_\_\_\_ with the landlord. The tenant will continue to pay the landlord \$10 per month, due on the 1<sup>st</sup> of each month, until the total pet security deposit amount is equal to \$100 or \$300. The landlord will hold the pet security deposit for the period tenant occupies the unit. After the tenant has moved from the unit, the landlord will determine whether the tenant is eligible for a refund of any or all of the Pet Security Deposit and make such refund within thirty (30) days. The pet security deposit will be held at Fulton Bank of New Jersey, in Account # \_\_\_\_\_, which shall be an interest bearing account.

5. \_\_\_\_\_ Tenant agrees to obtain renter's insurance with liability and property damage coverage prior to issuance of the Pet Permit and to keep insurance current so long as the pet resides in the unit. (This requirement is not applicable to "elderly or disabled family" and/or "Project for the Elderly or persons with disabilities")

6. \_\_\_\_\_ Tenant agrees to file a copy of any Municipal Registration or license with the landlord and to keep same current.

7. \_\_\_\_\_ Tenant agrees to keep the pet properly inoculated for rabies and distemper and to provide landlord proof that such inoculations or vaccinations are current. The Authority shall also accept a Certification of Exemption From Vaccination form from a veterinarian who certifies in writing m the pet is incapable of being inoculated because of infirmity, other physical condition, or regimen of therapy as provided by the regulations of the State of New Jersey Department of Health.

8. \_\_\_\_ Tenant agrees to assume all personal financial responsibility for damages to any personal or project property caused by the pet, and assumes personal responsibility for personal injury to any party caused by the pet, in accordance with State and Local law.
9. \_\_\_\_ Tenant hereby certifies and agrees to the general terms and conditions of the management and understands and acknowledges that the Pet Permit can be revoked for failure to follow and abide by the Pet Policy.
10. \_\_\_\_ Tenant agrees, in the event it becomes necessary for the landlord to retain or hire a lawyer to represent the landlord for the purpose of advising, preparing for, conducting an action for eviction of the tenant, or collection of pet damages, the tenant shall be obligated to pay and be liable to the landlord for the payment of all reasonable lawyer fees and court costs and shall be considered to be additional rent due and owing, upon the presenting of a bill for same to the tenant, if the landlord prevails in the action.
11. \_\_\_\_ The tenant has read and understands the Pet Policy and agrees to amend the lease accordingly.
12. \_\_\_\_ Tenant agrees and understands that the Pet Policy is part of the lease and this permit.
13. \_\_\_\_ Tenant agrees to file a "Pet Emergency Care Plan" with the landlord and agrees to hold the landlord and employees harmless of any liability in connection with the Pet Emergency Care Plan.
14. \_\_\_\_ Tenant agrees to pay for any and all costs for the care of the pet in the pet care facility, if it becomes necessary,
15. \_\_\_\_ Tenant agrees to any reasonable changes in the Pet Management Rules that may occur in the future.
16. \_\_\_\_ Tenant agrees to make the apartment available for inspection, during Authority business hours, upon thirty (30) minute notice.
17. \_\_\_\_ Tenant agrees to have pet use outside pet relief area, if pet is dog or cat, or cats may use approved kitty litter container in apartment. Tenant further agrees to pay \$5.00 per occurrence for the cost of any clean up as the result of "accidents" by pet or for the failure of the tenant to clean up and properly dispose of any removable waste from the designated pet relief area.
18. \_\_\_\_ Tenant agrees to dispose of pet waste and "kitty litter" by placing in bags and putting bag in trash chute or exterior trash bin daily.
19. \_\_\_\_ For single-family dwelling units, the tenant agrees to pay a non-refundable monthly fee of \$5.00 to cover the costs relating to the presence of pets. (This fee is not applicable to Colonial Park, Carino Park, Deptford Park, Shepherd Farm or Nancy J. Elkins Seniors Housing because they are projects designated for elderly/disabled residents.)

20. \_\_\_\_ Description of Pet: \_\_\_\_\_

LEASE ADDENDUM

As a condition of application for a Pet Permit issued on \_\_\_\_\_

I, \_\_\_\_\_, understand and agree to the Terms and Conditions of the Pet Policy.

Landlord – Sign and Date \_\_\_\_\_

Tenant – Sign and Date \_\_\_\_\_

Pet Emergency Care Plan:

Project Name \_\_\_\_\_ Date \_\_\_\_\_

Tenant Name \_\_\_\_\_ Apt # \_\_\_\_\_

Type of Animal: Bird \_\_\_\_\_ Fish \_\_\_\_\_ Cat \_\_\_\_\_ Dog \_\_\_\_\_

IF CAT: Declawed \_\_\_\_\_ Not Declawed \_\_\_\_\_

Weight of the Cat/Dog \_\_\_\_\_

Breed of the Pet \_\_\_\_\_

Size of Fish Tank \_\_\_\_\_

RESPONSIBLE PERSON 1

Name \_\_\_\_\_

Address \_\_\_\_\_

Telephone Number \_\_\_\_\_

Email Address \_\_\_\_\_

Relationship: \_\_\_\_\_

RESPONSIBLE PERSON 2

Name \_\_\_\_\_

Address \_\_\_\_\_

Telephone Number \_\_\_\_\_

Email Address \_\_\_\_\_

Relationship: \_\_\_\_\_

I \_\_\_\_\_ certify that the above named individuals will care for my pet in the event I die, become incapacitated, or otherwise become unable to care for the pet. I agree that if the above named individuals are unable to care for the pet or if the Authority, after reasonable efforts, cannot contact the responsible parties, the Authority may contact the appropriate state or local agency and request the removal of the pet. Any cost to remove the animal will be a charge to me.

By: \_\_\_\_\_

Tenant





## **I. Animals as Reasonable Accommodations Under the Fair Housing Act**

Under the Americans with Disabilities Act, a “service animal” means any dog that is individually trained to do work or perform tasks for the benefit of an individual with a disability, including physical, sensory, psychiatric, intellectual or other mental disability. Other species of animal, whether wild or domestic, trained or untrained are not service animals for the purpose of this definition. The work or tasks performed by a service animal must be directly related to the individual’s disability.

The Authority will ask the following questions to help determine if an animal is a service animal under the ADA:

1. Is the animal a dog?
  - a. If no, the animal is not a service animal. The authority will make an inquiry into whether the animal is an assistance animal for which a reasonable accommodation is needed.
  - b. If yes, HAGC will determine if it is readily apparent that the dog is trained to do work or perform the task for the benefit of an individual with a disability
2. It is readily apparent when the dog is observed doing the following:
  - a. Guiding an individual who is blind or has low vision
  - b. Pulling a wheelchair
  - c. Providing assistance with stability or balance to an individual with an observable mobility disability
3. If readily apparent, no additional inquiries are necessary and the animal is considered a service animal.
4. If not readily apparent, then the Authority will inquire
  - a. If the animal is required because of a disability and
  - b. What work or task has the animal been trained to perform
    - i. The Authority will not ask about the nature or extent of the persons disability
5. If the animal is required because of a disability and a work or task is identified in response to the above inquiry, the animal qualifies as a service dog, and if otherwise reasonable, will be granted as a reasonable accommodation.