



## **PET POLICY**

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## **I. PREAMBLE**

The Housing Authority of Gloucester County (HAGC) adopts this Pet Policy (“Policy”) to provide rules and conditions under which a pet may be kept in properties owned or managed by HAGC. The primary purpose of this Policy 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, HAGC employees, and the public, and to preserve the physical condition of HAGC’s property.

This Policy is established in accordance with the following federal regulations:

24 *C.F.R.* 960, Subpart G  
24 *C.F.R.* 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, applicable regulations and state and local law.

## **II. DEFINITION OF PET**

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

1. Domesticated dogs not exceeding twenty-five (25) pounds in weight and meeting other requirements of this Policy.
2. Domesticated cats not exceeding twenty-five (25) pounds in weight and meeting other requirements of this Policy.
3. Fish in approved tank not exceeding twenty (20) gallons of water.
4. Domesticated, caged, small birds in an approved cage.

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

C. Animals that are necessary as a reasonable accommodation to assist, support or provide service to persons with disabilities are not defined as pets. HAGC will not apply or enforce this Policy, established under the above referenced federal regulations, against such animals. This exclusion applies to such animals that reside in, or visit, public housing, as defined in Section 3(b) of the United States Housing Act of 1937 (42 U.S.C. 1437a), or projects for the elderly or persons with disabilities. Tenants with assistance animals shall comply with HAGC’s Assistance Animal Policy.

### **III. DEFINITION OF “ELDERLY OR DISABLED FAMILY” AND “PROJECT FOR THE ELDERLY OR PERSONS WITH DISABILITIES”**

For purposes of implementing this Policy, HAGC shall apply the definitions of “elderly or disabled family” and “Project for the Elderly or persons with disabilities” as contained within 24 *C.F.R.* 5.306, Definitions.

### **IV. PET PERMIT APPLICATION**

- A. Tenants who wish to apply for a Pet Permit (“Permit”) must file an application for a Permit with HAGC. Applications will be processed on a first-come, first-served basis.
- B. Tenants who have a history of poor housekeeping and/or damaging HAGC owned/managed property will be denied a Permit for a period of one year from the date of the application. Reconsideration for a Permit will be given if the tenant has no housekeeping or damage violations for twelve (12) consecutive months.
- C. Tenants who have been found to violate their lease by having a pet on HAGC owned or managed properties without a valid Permit shall be denied a Permit for a period of one year from the date of the violation.

### **V. CONDITIONS FOR ISSUANCE OF A PERMIT**

- A. For dogs and cats only:
  - 1. With the exception of the elderly and disabled as defined in 24 *C.F.R.* 5.306, the applicant must file a Certificate of Insurance with HAGC certifying that the applicant has renter's insurance with liability and property damage coverage. Insurance must remain in effect for the life of the Permit. Tenants may request a waiver of this requirement in writing to the Executive Director.
  - 2. The applicant must provide proof, each year, of municipal registration of the pet in accordance with state and local law.
  - 3. Annually, the applicant must provide proof from a licensed veterinarian or a state or local authority empowered to inoculate animals that the pet is in good health and has been inoculated for distemper and rabies. The applicant must provide information sufficient to identify the pet and demonstrate it is a common household pet. HAGC 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 New Jersey Department of Health.
  - 4. Prior to issuance of a 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 \$100.00. 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 \$10.00 per month must be made until the total requirement has been satisfied.
5. 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.
  6. 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 Article V of this Policy.
  7. For single-family dwelling units (Project 204-1 only), 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).

B. For all pets, as defined in this Policy:

1. The applicant must execute a Pet Lease Addendum providing that the applicant assumes all personal financial responsibility for damage to any personal or real property of any third party, or HAGC, caused by the pet and the applicant assumes personal responsibility for personal injury to any party caused by the pet.
2. The applicant must execute a Pet Lease Addendum providing that the applicant acknowledges and agrees to the requirements of this Policy and that the Pet Permit can be revoked for failure to adhere to and abide by this Policy.
3. The applicant must execute a Pet Lease Addendum providing that the applicant has read and understands this Policy and agrees that this Policy shall become part of the lease and the Pet Lease Addendum.
4. As part of the application process for a Permit, the applicant must file a Pet Emergency Care Plan in case the applicant is unable to care for the pet in an emergency. This Plan must empower HAGC, or any of its affiliates, as applicable, to transfer the responsibility of the pet to an approved person that does not reside on HAGC owned or managed properties.
5. Prior to the issuance of a Permit, the applicant and HAGC shall execute HAGC's Pet Lease Addendum, a copy of which is attached to this Policy.

## **VI. PET MANAGEMENT**

- A. Only one Permit will be issued per dwelling unit.

- B. An individual Permit may only be issued for one dog, one cat, one twenty (20) gallon fishtank, or one bird cage.
  - C. Except for single-family dwelling units, pets must be confined to the dwelling unit unless on a leash or appropriately and effectively restrained.
  - D. Pets shall not wander at any time without a propriate and effective restraints in common areas of thebuilding or on the grounds.
  - 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 twenty-four (24) hours of departure of said tenant.
  - F. Tenant shall be responsible to maintain the dwelling unit free of flea and/or tick infestation. All cost associated with the treatment of flea and/or tick infestation shall be the responsibility of the tenant.
  - G. Tenant acknowledges responsibility for the cleanliness of pets and removal of pet waste from the 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 for removing and properly disposing 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. Tenant agrees to keep property free of dog/cat waste.
- H. Pet owners must prevent pets from damaging property (within dwelling unit, 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 state and local law.
- I. 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.
- J. Tenant agrees to provide adequate care, nutrition, exercise and medical attention for their pets.
- K. Tenant agrees that no pet shall be tied up, chained, or otherwise tethered anywhere on

HAGC property and left unattended for any amount of time,

- L. Bird cages are not permitted to be attached to ceilings.

## **VII. PET CONTROL**

- A. Tenant must keep the pet appropriately and effectively restrained and under the control of a responsible adult while in public and on common areas of HAGC owned or managed properties. 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 HAGC.
- B. Tenant must not permit pet to defecate or urinate in a dwelling unit, on common areas, or on the undesignated grounds.

## **VIII. INSPECTION OF DWELLING UNIT**

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

## **IX. PETITION OF REMOVAL**

The Executive Director, or designee, may require pet owners to remove their pets upon the petition of two (2) or more neighboring tenants who allege a complaint against the pet owner for non-compliance with this Policy. The tenant will be afforded an informal settlement conference on said infraction in accordance with HAGC's Grievance Policy.

## **X. REVOCATION OF PERMIT**

- A. Revocation of a 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; or
  - 3. For non-payment of the monthly security deposit installment in accordance with Conditions for Issuance of a Permit.
- B. Upon determination by management of HAGC, that the following conditions may be considered 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 HAGC management, for example, barking dog or loud meowing cat.
  4. 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 HAGC that the pet is a danger and hazard to the health and safety of tenants, management, employees and/or guests of HAGC.
  10. Upon determination by HAGC 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 tenant in writing ten (10) days before the effective date. The Notice shall include a brief factual statement of the violation. The tenant will be afforded an informal settlement conference on said infraction in accordance with HAGC's Grievance Policy.

#### **XI. DEATH OF PET**

The tenant shall be responsible for arranging for burial or other disposal of deceased pets off HAGC owned or managed properties. Tenant shall notify HAGC of any pet death within ten (10) calendar days.

#### **XII. PET TEMPORARILY ON HAGC OWNED OR MANAGED PROPERTIES**

Pets which are not owned by a tenant will not be allowed on HAGC owned or managed properties. Tenants are prohibited from feeding or harboring stray animals.

#### **XIII. 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 tenant 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 HAGC, after reasonable efforts, cannot contact the responsible party, then HAGC may contact the appropriate state or local agency

and request the removal of the pet. Any cost to remove the pet will be a charge to the tenant.

#### **XIV. EMERGENCIES**

HAGC 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 agency authorized to remove such pets. Any cost to remove such pets will be a charge to the tenant.

**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: \_\_\_\_\_

Applicant shall attach a photograph of the pet to this application.

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

204-1 Family Dwelling Units = \$300.00

Elderly/Disabled = \$100.00

Applicant agrees to comply with the terms of HAGC's Pet Policy. Upon approval by HAGC of a Pet Permit Application, Tenant shall execute HAGC's Pet Lease Addendum. A pet shall not be permitted in Tenant's apartment until HAGC approval of a Pet Permit Application and full execution of the Pet Lease Addendum by tenant and HAGC.

Tenant Signature: \_\_\_\_\_

**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# \_\_\_\_\_

**PET LEASE ADDENDUM**

TENANT: \_\_\_\_\_ PET PERMIT # \_\_\_\_\_

PROJECT \_\_\_\_\_ UNIT # \_\_\_\_\_

DESCRIPTION OF PET: \_\_\_\_\_

1. \_\_\_\_\_ Parties. The parties of this Pet Lease Addendum (Lease Addendum) are the Housing Authority of Gloucester County, referred to as the landlord, and the above referenced tenant.
2. \_\_\_\_\_ Length of Time (Term). The term of this Lease Addendum shall begin on \_\_\_\_\_ and end upon the termination of the lease, unless terminated earlier in accordance with HAGC's Pet Policy.
3. \_\_\_\_\_ Waste Removal Charge. Tenant shall pay \$5.00 each occurrence as a separate pet waste removal penalty for failure to properly dispose of pet waste.
4. \_\_\_\_\_ Pet Security Deposit. Tenant shall deposit with landlord the total sum of \$ \_\_\_\_\_ as a pet security deposit (Pet Security Deposit). The tenant may deposit \$10.00 per month with landlord, due on the 1st of each month after the execution hereof, until the Pet Security Deposit amount is equal to \$100.00 or \$300.00 (scattered sites only). The landlord shall hold the Pet Security Deposit for the period tenant occupies the unit. Upon termination of tenant's occupancy, 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 of such termination. The Pet Security Deposit shall be held by landlord at Fulton Bank of New Jersey, in Account # \_\_\_\_\_, which shall be an interest bearing account.
5. \_\_\_\_\_ Tenant shall obtain renter's insurance with liability and property damage coverage prior to issuance of the Pet Permit and to keep such insurance current so long as the pet resides in the unit. **(Not applicable to "elderly or disabled family" and/or "Project for the Elderly or persons with disabilities.")**
6. \_\_\_\_\_ Tenant shall file a copy of any municipal pet registration or license with the landlord and to keep same current.
7. \_\_\_\_\_ Tenant shall keep the pet properly inoculated for rabies and distemper and to provide landlord proof that such inoculations or vaccinations are current. Landlord 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 in accordance with New Jersey Department of Health regulations.
8. \_\_\_\_\_ Tenant shall assume all personal financial responsibility for damages to any third party, or landlord, personal or real 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 shall be obligated to pay and be liable to the landlord for the payment of all

reasonable lawyer fees and court costs 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, and initiating an action for eviction of the tenant for breach of this Lease Addendum, or collection of pet damages, and such fees and costs shall be considered additional rent due and owing upon presentation of a bill for same to the tenant, if the landlord prevails in the action.

10. \_\_\_\_\_ Tenant has read and understands HAGC's Pet Policy. Tenant acknowledges and agrees to the requirements of HAGC's Pet Policy that HAGC's Pet Policy is part of the lease and this Lease Addendum. Tenant acknowledges and agrees that the Pet Permit can be revoked for failure to adhere to and abide by HAGC's Pet Policy.

11. \_\_\_\_\_ Tenant agrees to any reasonable changes to HAGC's Pet Policy that may occur in the future.

12. \_\_\_\_\_ Tenant agrees to terms and conditions of this Lease Addendum as an amendment to the lease.

13. \_\_\_\_\_ Tenant shall file a Pet Emergency Care Plan with landlord and shall hold the landlord and its employees, consultants and contractors harmless of any liability in connection with such Plan.

14. \_\_\_\_\_ Tenant shall pay for any and all pet care facility, or similar, costs for the care of the pet if necessary.

15. \_\_\_\_\_ Tenant shall make the apartment available for inspection, during normal working hours, upon thirty (30) minute notice.

16. \_\_\_\_\_ Tenant agrees to have pet use the designated pet relief area, if pet is a dog or cat, or cats may use an approved kitty litter container in the apartment. Tenant shall pay \$5.00 per occurrence for the cost of any clean up as the result of "accidents" by a pet or for the failure of the tenant to clean up and properly dispose of any removable waste from the designated pet relief area.

17. \_\_\_\_\_ Tenant shall dispose of pet waste and kitty litter by placing it in bags and putting bags in the trash chute or exterior trash bin daily.

18. \_\_\_\_\_ For single-family dwelling units, 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, or Nancy J. Elkins Seniors Housing because said projects are designated for elderly/disabled residents.

As a condition of the Pet Permit issued on \_\_\_\_\_, I, \_\_\_\_\_, understand and agree to the terms and conditions of this Lease Addendum.

\_\_\_\_\_  
HAGC Representative Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Tenant Signature

\_\_\_\_\_  
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 my pet. I agree that if the above-named individuals are unable to care for my pet, or if after reasonable efforts HAGC cannot contact the above-named individuals, HAGC may contact the appropriate state or local agency and request the removal of my pet. Any cost to remove my pet will be a charge to me.

Tenant Signature: \_\_\_\_\_