

EXHIBIT C

PET POLICY AND RULES

AMENDMENT TO LEASE FOR FAMILY AND ELDERLY, HANDICAPPED OR  
DISABLED PROJECTS MANAGED BY:

HOUSING AUTHORITY OF THE COUNTIES OF BRADFORD AND TIOGA

**SECTION 1. DEFINITION OF PET AND NUMBER PER UNIT**

A common household pet is defined as a domesticated animal, such as a dog, a cat, a bird, rodent (including rabbit), fish or turtle that is traditionally kept in the home for pleasure rather than for commercial purposes. Common household pets do not include reptiles (except turtles). Aquariums cannot be larger than 10 gallons. No other type of pet will be permitted and will be refused registration. A common household pet is defined as being a cat, dog, goldfish, or tropical fish, canary, parakeet, or lovebird. One type of pet to a unit will be permitted, i.e.: one cat or dog, one fish tank, one cage with no more than two birds.

Only one type of pet is permitted in the Unit. Only one aquarium is permitted in a Unit.

**SECTION 2. PRE-REGISTRATION REQUIRED PRIOR TO ADMISSION**

No less than ten (10) days before a pet is to be brought into the building, such pet must be registered with the Landlord by the tenant delivering to the management office the completed Pet Registration form attached as Exhibit 1. Registration must show type of pet, recent picture, name, age, and if applicable, license number and current inoculation information, name and address of pet's veterinarian, plus a signed responsibility card showing the name of three (3) persons to call to come get the pet in the event of the Tenant's illness or death (see section 3). Pet registration must be updated annually by March 1.

If the Tenant fails to provide completed pet registration information or fails to update the pet registration annually by March 1, the pet will not be permitted on the Premises. Furthermore, if Management reasonably determines, based on a pet application or the Tenant's housekeeping habits and practices or the Tenant's health, that such person will be unable to comply fully with all of these Pet Regulation, the pet will be denied registration admission. A notice in accordance with Section 11 will be sent to the Tenant stating the basis for Landlord's determination.

Residents will be refused pet registration if management determines the tenant is unable to fulfill their past or future obligations as a pet owner, are unable to adhere to the terms of the lease or house pet rules, the animal does not meet the definition of a common household pet, or the temperament of the animal is considered dangerous.

**SECTION 3. REQUIRED UPDATE OF REGISTRATION**

Each pet's registration must be updated once each year at the time of the annual recertification, and no later than March 1 annually. Update annual registration will include:

- a. Verification that the pet's license is in effect and has been renewed for the current year;
- b. The current picture of a dog or cat must be brought to the management office each year.
- c. Proof of any inoculation that are required for such pet, that all shots are current; and
- d. Proof of annual veterinary care.

**SECTION 4. PET RESPONSIBILITY CARD**

Prior to pet admission, the Tenant must fill in and sign a written responsibility form in the form set forth on Exhibit II showing the name, address, and phone number of the two (2) local persons who will come and get the pet in the event of the Tenant's illness, vacation, or death. The responsibility form must be renewed each year by March 1 at the same time the pet's registration is updated.

**SECTION 5. SECURITY DEPOSIT**

Unless otherwise proscribed by the U.S. Department of Housing and Urban Development, a pet Security Deposit will be required of a dog or cat in the amount of \$100.00 payable after approval and prior to admission. It will be a violation of the Dwelling Lease if the pet begins residency with the tenant prior to written approval and full payment of the Security Deposit. The pet Security Deposit will be refunded within a reasonable time after the Tenant moves from the building provided that Tenant leaves a forwarding address and no damage was caused by the pet.

**SECTION 6. INSURANCE COVERAGE**

Each pet owner is required to obtain Liability Insurance. The Tenant may arrange for such insurance themselves, if possible, for their own protection against liability from suit by another tenant or building visitor in the event of an accident involving their pet. Renter's insurance may be needed against possible damage to the unit. A standard minimal \$100,000.00 liability insurance policy can be purchased at a nominal yearly fee. A copy of this policy must be provided to the Management office each year that the pet resides in the unit.

## **SECTION 7. PETS – GENERAL CONDITIONS**

The tenant agrees to comply with these rules and the violation of these rules shall be grounds for removal of the pet or termination of the Tenant's tenancy, or both.

- A. In the buildings that have an elevator only one pet is allowed in the elevator at a time. If one pet is already in the elevator car when it stops at a floor, the second pet owner must wait for a car to stop without a pet in it.
- B. Pet owners must use the nearest accessible exit when taking their pet outside.
- C. No pet may be left unattended either outside of the tenants unit or building.
- D. No pet is permitted to be taken to a floor other than first floor and their own apartment floor.
- E. Tenants shall not alter their unit, yard, or hallway in any way as to create an enclosure for their pet.
- F. Apartments, yards, driveways and hallways must be kept clean and free of hair, feathers, seeds, droppings, urine, feces and odors at all times.
- G. Costs of extermination from fleas, ticks, or other animal related pests caused by a tenant's pet will be the responsibility of such tenant.
- H. Tenants shall not permit any disturbance by their pet, which would interfere with other tenants' quiet enjoyment of their accommodations. This includes disturbances such as loud barking, howling, scratching, whining, loud chirping, screeching, or other such activities.
- I. Pet waste – Pet waste must be properly disposed of as specified in the specific pet regulations applying to the type of pet in question. At no time will pet waste of any type be permitted to be placed in any wastebaskets or garbage cans inside the building. Pet waste of all types, including litter box and cage cleaning, must be put in tightly fastened, heavy duty plastic bags and placed outside in the dumpsters.
- J. Pet owner removing pet from apartment – Whenever a pet is out of the apartment for any reason, the pet will not be permitted to roam unattended. Recapture of a loose pet is the sole responsibility of the Tenant. The Landlord will not be involved or take responsibility for the recapture.
- K. Pets are never permitted in another apartment. Pets are not permitted in the Community Rooms, Kitchen, or Public Areas, excluding hallways.
- L. Any pet suspected of suffering symptoms of rabies or any other disease considered to be a threat of health must be immediately removed from the premises until signed evidence from a veterinarian can be produced to indicate that the animal is not afflicted.
- M. Resident pet owner agrees to control the noise of his/her pet so that it does not constitute a nuisance to other tenants. Failure to control the pet noise may result in the removal of the pet from the premises.
- N. PHA will take all necessary action under the state and local laws governing pets to remove any pet that causes bodily injury to any tenant, guest, visitor or staff member.
- O. All resident pet owners shall provide adequate care, nutrition, exercise and medical attention for his/her pet. Pets which appear to be poorly cared for or

which are left unattended for more than 12 hours will be reported to the police department or animal control officer and will be removed from the premises at the pet owner's expense.

- P. In the event of a tenant's sudden illness, the resident pet owner agrees that management shall have discretion with the respect to the provision of care to the pet consistent with policy guidelines and the expense of the resident pet owner unless written instructions with respect to such area are provided in advance by the resident to the Management office and all care shall be the resident's expense.
- Q. In the event of the death of a resident, the resident pet owner agrees that Management shall have discretion to remove the pet consistent with policy guidelines unless written instructions with respect to such removal is provided in advance by the resident to the Management office.
- R. Unwillingness on the part of the caretakers of a pet to assume custody of the pet shall relieve the Management of any requirement to adhere to any written instruction with respect to the care or removal of a pet and shall be considered as authorized to Management to exercise discretion in such regard consistent with policy guidelines.
- S. Resident pet owners acknowledge that other residents may have chemical sensitivities or allergies related to pets or are easily frightened by animals. The resident, therefore, agrees to exercise common sense and common courtesy with respect to other residents right to peace and quiet enjoyment of the premises.
- T. Management may move to require the removal of a pet from the premises on a temporary or permanent basis for the following causes:
  - a. Creation of a nuisance with proper notification consistent with these Pet Rules. Notice shall be submitted within a forty-eight (48) hour period.
  - b. Excessive pet noise or odor verified by management.
  - c. Unruly or dangerous behavior.
  - d. Excessive damage to the resident's apartment.
  - e. Repeated problems with vermin or flea infestation.
  - f. Failure of the tenant to provide adequate care of his/her pet.
  - g. Leaving a pet unattended for a long period of time.
  - h. Failure of the tenant to provide adequate and appropriate vaccination of the pet.
  - i. Tenant death and/or serious injury.
  - j. Failure to observe any other rule contained in this section and not here listed upon proper notification. Tenants shall not alter the interior of their unit to create enclosure for an animal or bird.
- U. Tenant shall not feed stray or unregistered animals. This shall constitute having a pet without permission of the Authority. It is a violation of your lease to care for an animal without prior approval and payment of a security deposit. This could result in your receiving an eviction notice.
- V. Tenants must follow any town or county ordinances for their particular area.

- W. If the pet has babies, arrangements to find new homes must be done within 2 weeks of birth. The new homes cannot be your neighbors unless your neighbor has followed our Pet Policy for having a pet added to their lease. And been approved by the Authority to have such animal.
- X. A \$5.00 maintenance fee is to be paid monthly by all dog and cat owners. This fee is to be paid by the first of each month along with tenants rent.

**SECTION 8. VISITING PETS**

Visiting pets are not permitted unless they are dogs aiding the handicapped, i.e. guide dogs, without specific written permission from the Landlord. If such written permission is granted, all provisions of this Pet Rider will apply to the visiting pet while on the Landlord's premises. As with guests, Tenants may allow a pet to visit two (2) days a month. If the pet remains longer, a security deposit of \$100.00 must be paid promptly. Visiting pets for more than two (2) days must show the Management proof of inoculation. All visiting pets must abide by the Pet Policy. Violation of said policy could result in an eviction notice to the Tenant of the visiting pet.

**SECTION 9. PROTECTION OF THE PET**

If the health or safety of a pet is threatened by the death or incapacity of the Tenant or by other factors that render the Tenant unable to care for the pet, the Landlord will contact one of the three persons listed on the Pet Responsibility Card. If none of these three responsible people are willing or able to care for the pet, or after reasonable efforts the Landlord has been unable to contact one of the three persons, the Landlord will contact the appropriate state or local agency and request removal of such pet. If there is no state or local agency authorized to remove a pet under these circumstances, the landlord or it's designee will enter the Tenant's unit, remove the pet, and place it in a safe location.

**SECTION 10. OWNERS ABSENCE**

If the tenant is temporarily absent such as in the hospital or on vacation, the Landlord must be notified as soon as possible before the Tenant leaves with the name of the person who will take total responsibility to regular care for the pet until the Tenant returns. Failure to abide by the above regulations will cause the Landlord to arrange for removal and care of the pet as stated in Section 12, with the cost for such care the full responsibility of the Tenant.

**SECTION 11. PET VIOLATIONS**

1. Loose Pets. – If a pet gets loose and out of the Tenant's Premises, the Tenant, and not the Landlord is responsible for damages and recapture. The Tenant will immediately clean up any waste and pay the cost of any damages incurred within 5 days of presentation of the bill from the Landlord or another tenant if they or their property is involved.

2. Notice of Pet Rule Violation. If the landlord determines on the basis of objective facts, supported by written statements, that the Tenant has violated a rule governing the keeping of pets, the Landlord will serve a notice to the Tenant of pet rule violation. The notice violation will be in writing and will:
  - Contain a brief statement of the factual basis for the determination and the pet rule or rules alleged to be violated.
  - State that the Tenant has 10 days from the effective date of service of the notice to correct the violation (including, in appropriate circumstances, removal of the pet) or to make a written request for a grievance hearing to discuss the violation with the Landlord.
  - State the Tenant's failure to correct the violation or to request a grievance or to appear at a grievance hearing shall result in initiation of such procedures to have the pet removed or to terminate the Tenant's tenancy, or both.
  - If the Tenant received three (3) written violations, the pet must be removed from the unit within five (5) days of notification. If the pet still remains in the unit the sixth day, an eviction notice will be served.

## **SECTION 12. PET REMOVAL**

If a pet becomes vicious or displays symptoms of severe illness or other behavior that constitutes an immediate threat to the health or safety of the pet or other tenants as a whole, the Landlord or authorized agency will be permitted to enter the Tenant's unit, remove the pet, and take such action with respect to the pet as may be permissible under state and local law. The Landlord is permitted to enter the Premises in such case as above if anyone of four situations applies:

- The Tenant has refused to remove the pet or if the Landlord is unable to contact the Tenant to make the removal request.
- If the Tenant is willing but unable due to accident or illness to remove pet.
- Should the Tenant decide for any reason they no longer want the pet, it is the Tenant's responsibility to relocate the pet and find somewhere to take it themselves at their expense.
- Landlord reasonably believes the pet is being abused or neglected.

Notice for Pet Removal. If the Landlord determines that the Tenant has failed to correct the pet rule violation, the Landlord may serve a notice to the Tenant requiring the Tenant to remove the pet. The notice will be in writing and will;

- Contain a brief statement of the factual basis for the determination and the pet rule that has been violated;
- State that the Tenant must remove the pet; and
- State that failure to remove the pet shall result in initiation of procedures to have the pet removed or terminate the Tenant's tenancy, or both.

### **SECTION 13. DEATH OF PET**

Should a pet die on the Landlord's property it is the responsibility of the Tenant to dispose of the pet immediately. If this is not done within 1 day and the Landlord must dispose of such pet, the Tenant will be responsible for all costs incurred by the Landlord. The pet may not be disposed of on the Landlord's property or in a dumpster located thereon.

### **SECTION 14. UNIT INSPECTION/WORK ORDER REQUESTS**

The Housing Authority is required to inspect each unit annually or more often with proper notification. The dog or cat must be placed in a cage during the inspection. Any problems noticed at an inspection, such as damages to the premises or odors, will be rectified by repairs or extermination within ten (10) days of the inspection. If the Tenant has not arranged for repairs or extermination within such ten (10) day period, the Landlord will then make necessary repairs or extermination at the Tenant's expense. These charges are considered to be the same as rent due and must be paid within thirty (30) days of the invoice.

If the Tenant requests a work order, the Housing Authority personnel will not be permitted to enter the Premises housing a dog or a cat unless the Tenant is home and places the pet in a cage while the Maintenance personnel are in the unit.

If the case of odors or if the condition in and around the unit demonstrates neglect, the tenant will be given 24 hours to clean up the mess. If the problem is not corrected within 24 hours at the time of re-inspection, the Tenant will be issued a notice of violation.

### **SECTION 15. PET DESCRIPTION**

#### **1. DOGS**

- A. Dogs must be no less than six (6) months old and completely housebroken.
- B. Proof that the dog is already neutered or spayed must be furnished.
- C. Each dog must be licensed by the appropriate government agency and renewal is required each year by the Tenant. Dogs must wear a collar at all times showing license and owner's name and address.
- D. Each year by March 1<sup>st</sup>, the Tenant must show proof that the dog has had the proper inoculation. This proof must be signed by a veterinarian.
- E. A dog cannot be over 14 inches tall at the top of the shoulders, or weigh over 25 pounds at maturity. In the case of a 6 month old dog, a statement from a veterinarian will be required verifying will be required that normally that type of dog will not be over the size requirement as listed.
- F. A dog must be on a leash at all times when outside the Tenant's unit unless it is in an approved locked pet carrier. Small dogs should be held and carried through the building even if on a leash.
- G. In case that a pet deposits waste on the Landlord's property, the Tenant will remove such waste immediately. Waste should be sealed in a plastic bag, sealed tightly and immediately put in the outside dumpster.

- H. It is the tenant's responsibility to clean the stairwell if there is any deposit of hair, mud, snow, or animal waste from their pet. Also, if a pet tracks snow, rain, or mud into an elevator, stairwell or hallway, this must be cleaned up by the Tenant immediately.
- I. Dogs should be brushed on a regular basis so that their hair does not shed during their trips in and out of the building.
- J. Whenever Landlord's employees or contractors need to enter the Unit, the Tenant must be present or the dog must be caged.
- K. Dogs six months and older are to be spayed or neutered. If health problem prevents such surgery at that age, a veterinarian certificate will be required to permit the dog to become or continue to be a resident of the development. However, the final decision is the prerogative of the Tioga/Bradford Housing Authority.
- L. Dogs are to be inoculated and licensed according to state and local laws. Dogs must have a current license which is to be recorded at Management Office. The required immunization for dogs must be kept up to date. A veterinarian's certificate of the immunization is to be shown to the office.
- M. Dogs are to be required to be on a preventive program for fleas and ticks under the supervision of a veterinarian.
- N. Dog must wear a collar at all times showing a license and owner's name and address. A dog must be on a leash at all times when outside of the owner's apartment unless it is in an approved locked pet carrier.
- O. Dogs are not permitted in the Community Room, Kitchen, or Public Areas, excluding the hallways.
- P. Dogs are to be exercised off the Housing Authority property. In a case that a pet cannot wait and does deposit waste outside on the Landlord's property, the pet owner must remove waste immediately. The waste must be placed in a plastic bag, sealed tightly and disposed of as trash in the outside dumpster.
- Q. No dangerous or intimidating pets, i.e., pit-bulls, rottweiler or Doberman pinchers, will be permitted. If the dog weighs more than the allowable weight, it then must be removed from the household immediately or the entire household will face the possible eviction.
- R. Only one pet is allowed on the elevator at a time. If one pet is in the car when it stops at a floor, the pet owner must wait for a car without a pet.
- S. A \$5.00 monthly maintenance fee is charged to all dog owners and should be paid when the tenants rent is paid.

## 2. CATS

- A. In addition to the other sections of rules, the following apply:
- B. Only one cat to a household.
- C. Cats must be no less than six (6) months old and must be litter box trained before admission. Proof that the cat has been spayed or neutered must be shown before admission approval.
- D. Cats must wear a collar at all times showing owner's name and address.

- E. Proof must be shown before admission and each year by March 1<sup>st</sup> that the cat has had the proper inoculation. This proof must be signed by a veterinarian.
- F. Cats must be on a leash at all times and carried when outside the Tenant's apartment or carried in an approved locked pet carrier.
- G. The Tenant must use a cat litter box and waste must be cleaned daily from the litter box, placed in a tightly fastened plastic bag, and placed in the outside dumpster by the cat owner. Litter must be disposed of a minimum of twice a week and replaced with new, clean litter. Soiled liter must be placed in a tightly sealed plastic bag and placed in the outside dumpster. Cat waste and litter are never to be disposed of in the building.
- H. No cat can be over 14 inches tall at the shoulders or weigh over 25 pounds.
- I. In the case that a cat deposits waste on the Landlord's property, the Tenant must immediately removed such waste. The waste must be placed in a plastic bag, sealed tightly and put in an outside dumpster.
- J. Whenever Landlord's employees or contractors need to enter the unit, the Tenant must be present and the cat must be placed in a cage.
- K. In the event the cat deposits hair, mud, snow, water, or animal waste in the building in the hall, stairwell, or elevator, this must be cleaned up by the Tenant.
- L. The Tenant also agrees to comply with these rules as provider of this Rider, and the violation of these rules shall be grounds for removal of the pet or termination of the Tenant's tenancy, or both in accordance with the provision of this policy and applicable regulations.
- M. Cats six (6) months or older are to be spayed or neutered. If health problems prevent such surgery at that age, a veterinarian certificate will be required to permit cat to become or continue to be a resident of the development. However, the final decision is the prerogative of the Tioga/Bradford County Housing Authority.
- N. Cats should be inoculated according to state and local laws. The required immunizations for cats must be kept up to date. A veterinarian's certificate of the immunization is to be shown to the office.
- O. Cats are required to be on a preventative program for fleas and ticks under the supervision of the veterinarian.
- P. Cats must wear a collar or harness at all times showing the owner's name and address. A cat must be on a leash at all times when outside of the owner's apartment unless it is in an approved locked pet carrier.
- Q. Cats are not permitted in the Community Room, Kitchen, or Public Areas, excluding hallways.
- R. Cats are to be exercised off Housing Authority property. In the case that your cat cannot wait and does deposit waste on Housing Authority property, the pet owner must remove the waste immediately. The waste must be placed in a plastic bag, sealed tightly and disposed of in the trash.
- S. A \$5.00 monthly maintenance fee is charged to all cat owners and should be paid when the tenants rent is paid.

### **3. BIRDS**

- A. No more than two (2) birds to a unit will be permitted. Finches, canaries, parakeets or lovebirds only. No parrots or cockatoos.
- B. The cage must be no larger than three (3) feet high and two (2) feet wide.
- C. Bird's wings should be clipped.
- D. Cages must be cleaned daily and debris disposed of in a plastic bag to be put in the trash immediately.
- E. Birds must be healthy and free of disease at all times. If for any reason the bird or birds are suspected of being infested with mites, the Tenant will be requested to immediately take the bird or birds to the veterinarian for his opinion. If mites are found, the Tenant will be responsible for, within days, debugging the unit. If debugging does not work, extermination will be ordered by the Housing Authority, at the pet owner's expense.
- F. Birds are not permitted to be left alone in an apartment over two (2) days unless arrangements for daily care have been made by the owner.
- G. In all instances where the current situation contradicts the rules the management reserves the right to make an individual determination of compliance.

### **4. FISH**

- A. Only one fish tank is permitted in a unit no larger than 10 gallons in size.
- B. Fish tanks must be cleaned as needed. Waste water from bowls or tanks must be disposed of in the apartment toilet.
- C. Fish may not be alone in the unit over one (1) week unless arrangements for daily care have been made by the owner.
- D. Pet owner must be aware when cleaning or filling fish tanks that any water damage done to the apartment or apartments under him/her will be billed to the pet owner and any charges must be paid within 30 days of the incident.

### **5. REPTILES**

- A. Turtles are the only permitted reptile to become a house pet. Turtles must be at least 4" long before becoming a pet.
- B. ABSOLUTELY NO SNAKES, NO LIZARDS, NO CHAMELEONS, NO FROGS OR ANY OTHER REPTILES.

### **6. RODENTS**

- A. ABSOLUTELY NO MICE, RATS OR FERRETS OTHER THAN RODENT TYPE ANIMALS LISTED BELOW.
- B. One hamster, one gerbil or one guinea pig is permitted.
- C. One rabbit not more than 14 inches tall at the shoulders or 25 pounds.

- D. All rodents shall be maintained in a secure cage.
- E. Cages must be cleaned weekly.
- F. If the rodent has babies, arrangements to find new homes must be done so within two (2) weeks of birth. The new homes cannot be your neighbors unless they have submitted the necessary request and received approval from the management office.