

Housing Authority of the City of Linden

Pet Policy

Adopted: July 17, 2024
Resolution: 2024-07-17-4

I. Introduction

The Housing Authority of the City of Linden (“Housing Authority”) has adopted this Pet Policy to establish “reasonable pet rules” which incorporate all applicable Federal, State, and local laws and regulations governing pets. Residents are permitted to have “common household pets” so long as they comply with the Housing Authority’s reasonable pet rules. These rules have been designed to help maintain a decent, safe, and sanitary living environment for all residents and to ensure that pet ownership does not infringe upon the rights and privileges of those residents who choose not to own pets.

II. Definitions

The term “common household pet” means a domesticated animal, such as a dog, cat, bird, rabbit, rodent, fish, or turtle, that is traditionally kept in the home for pleasure rather than for commercial purposes and which does not constitute a health or safety hazard.

III. General Requirements

a. Application

In order to have a pet on Housing Authority property, a resident must first complete a pet application and submit the application to the Housing Authority for approval. The resident must provide the following information: (1) type of pet; (2) name of pet; (3) age of pet; (4) license number (if applicable); (5) current inoculation information (if applicable); (6) name and address of veterinarian (if applicable); and (7) name of and contact information for responsible party. The resident must submit a picture of the pet and a copy of the pet license (if applicable) with the application.

A pet application may be denied under the following circumstances:

1. The resident fails to supply the required information or documentation.
2. The animal does not meet the definition of a “common household pet”.
3. The animal exceeds the Housing Authority’s rules on size.
4. The resident fails to comply with the Housing Authority’s rules on the number of pets permitted.
5. The animal is not properly licensed.
6. The animal is not properly inoculated.
7. The Housing Authority determines that the resident is unable to fulfill their obligations as a pet owner.
8. The Housing Authority determines that the resident is unable to adhere to the terms of the lease or to these pet rules.
9. The Housing Authority determines that the temperament of the animal is dangerous.

If the Housing Authority denies a pet application, it will issue a written notice to the pet owner within ten (10) business days of its decision. The notice will state the reason for the denial and inform the resident of any rights they may have to appeal the decision.

b. Registration

No resident shall have a pet on Housing Authority property unless and until they have properly registered the pet with the Housing Authority. A pet is deemed registered when the resident has submitted a pet application to the Housing Authority and the Housing Authority has approved their pet application.

A pet registration is valid for one year. In order to renew the pet registration, the resident pet owner must provide updated pet information and documentation. The Housing Authority may refuse to renew a pet registration if the resident pet owner fails to provide the required information and/or documentation or for any other failure to comply with this Pet Policy.

If the Housing Authority refuses to renew a pet registration, it will issue a written notice to the resident pet owner within ten (10) business days of its decision. The notice will state the reason for the refusal and inform the resident of any rights they may have to appeal the decision.

c. Licensing

Pets must be licensed in accordance with state and local law. Proof of licensing must be provided at the time of registration and annually in conjunction with the resident's pet registration renewal.

d. Inoculation

Pets must be inoculated in accordance with state and local law. Proof of proper inoculation must be provided at the time of registration and annually in conjunction with the resident's pet registration renewal.

e. Pet Security Deposit

A pet security deposit of \$300.00 is required. However, if the pet security deposit, when combined with the security deposit already being held by the Housing Authority, equals more than 1 ½ month's rent, the pet security deposit will be reduced so that no more than 1 ½ month's rent is being held in total security deposit by the Housing Authority. The pet security deposit may either be paid in full or in installments (with an initial deposit of \$50.00 and subsequent deposits of \$10.00 per month).

The pet security deposit is an obligation in addition to any other financial obligations generally imposed on residents by terms of their leases. The total security deposit as required in the Lease shall be increased by the amount of the pet security deposit. Refund of the security deposit shall be subject to all of the terms and conditions set forth in the Lease. The pet security deposit is not refundable prior to the premises being vacated by all residents, unless the pet has been permanently removed. The pet security deposit may not be processed from the management office for up to 30 days after the resident has vacated the apartment, or the pet has been permanently removed. This time allows for any evidence of flea infestation and re-surfacing of pet stains and odors that may not be readily apparent immediately after cleaning.

The amount of the pet security deposit shall not serve as a limit on the resident's financial liability for any damages caused by the pet, including but not limited to property damage, cleaning, deodorization, defleaing, replacement and/or personal injuries. Residents shall be jointly and severally liable for the entire amount of all damages caused by the pet.

The pet security deposit is not part of the rent payable by the resident.

f. Number of Pets

No resident shall have more than **one pet**. In the case of fish and turtles, a twenty (20) gallon tank or aquarium will be counted as one pet. In the case of rabbits, rodents, and birds, a cage that is three (3) feet by two (2) feet by two (2) feet will be counted as one pet.

g. Size of Pets

No resident shall have a pet whose adult weight will exceed twenty-five (25) pounds.

h. Permitted Locations

Pets must be maintained within their owner's apartment. Pets are not permitted in the hallways except for proceeding directly to or from the resident pet owner's apartment.

Pets are not permitted in common areas such as lobbies, community rooms, and laundry areas except for those common areas which are entrances to and exits from the building.

i. Control of Pets

Pets must be kept under the resident pet owner's control at all times. When outside of the resident pet owner's apartment and on Housing Authority property, pets must be kept on a leash (dogs and cats only) or in a locked pet carrier. No pet may be tethered or chained at any time.

Residents must control the noise of their pet such that it does not constitute a nuisance to other residents. Failure to control pet noise may result in the removal of the pet from the premises.

Residents are responsible for appropriately training and caring for their pet to ensure that the pet is not a nuisance or danger to other residents and does not damage Housing Authority property. Residents will be required to reimburse the Housing Authority for the actual cost of any and all damages caused by their pet.

The Housing Authority may take all necessary actions under law to remove any pet that causes bodily injury to any resident, staff member, visitor, or guest.

j. Humane Treatment

All resident pet owners shall provide adequate care, nutrition, exercise, and medical attention for their pet. Pets which appear to be poorly cared for, or which are left unattended for longer than the

time periods provided herein, will be reported to a humane society, society for the prevention of cruelty to animals, nonprofit rescue organization, or other local authorities and will be removed from the premises at the pet owner's expense.

Dogs and cats shall not be left unattended overnight. Birds, turtles, rabbits, and rodents shall not be left unattended for over two (2) days. Fish shall not be left unattended for over seven (7) days.

Pets shall be kept free from infestation and illness. Any pet suspected of suffering from rabies or any other disease considered to be a health threat must be immediately removed from the premises until signed evidence from a veterinarian can be produced to indicate that the pet is not so afflicted.

k. Disposal of Waste

Resident pet owners are responsible for the proper disposal of pet waste. Pet waste must be promptly placed in a sealed plastic bag and disposed of as trash. Litter boxes, tanks, aquariums, and cages must be maintained in a sanitary manner. Litter shall not be disposed of by flushing down toilets; it shall be disposed in the same manner as pet waste.

Charges for unclogging toilets or for cleaning up any common area due to pet waste and/or litter shall be billed to, and paid by, the resident pet owner.

l. Alteration of Units

Residents shall not alter their apartment or any other portion of Housing Authority property to install a pet door or create an enclosure of their pet.

m. Responsible Parties

If a resident provides care to another resident's pet, they must notify the Housing Authority and sign a statement indicating that they agree to abide by all of the pet rules provided herein.

Resident pet owners must designate a responsible party for the care of their pet upon their incapacity or death. If the designated responsible party fails to take custody of the pet, the Housing Authority will use its discretion to dispose of the pet. The Housing Authority may use all lawful means to dispose of the pet, including notification of local authorities and placement of the pet with a local animal shelter, humane society, or other entity which provides shelter and/or care to pets. The Housing Authority shall bear no legal or financial responsibility to the resident pet owner for any actions taken pursuant to the foregoing.

n. Visiting Pets

Visiting pets are not permitted unless they are part of a visiting pet program sponsored by a humane society or other nonprofit organization and approved by the Housing Authority.

o. Stray or Unregistered Animals

Residents shall not feed stray or unregistered animals. This shall constitute having a pet without approval from the Housing Authority.

p. Emergency

In the event of an emergency or building evacuation, it is the responsibility of the resident pet owner to remove their pet from the building.

IV. Animal-Specific Requirements

a. Dogs

All dogs must be housebroken at the time of registration.

All dogs must be spayed or neutered at the time of registration or, in the case of underage animals, within thirty (30) days of the pet reaching six (6) months of age. Exceptions may be made upon veterinary certification that subjecting this particular dog to the procedure would be temporarily or permanently medically unsafe or unnecessary. In accordance with N.J.S.A. 2A:42-111(a), dogs owned by senior citizens are not required to be spayed or neutered.

All dogs must be licensed by the proper municipal authority and must always wear a collar showing their license number, their owner's name, and the owner's contact information.

All dogs must be inoculated for parvovirus, distemper, and rabies. Proof of proper inoculation, in the form of a signed document from a legally registered and practicing veterinarian, will be required each year. Exceptions may be made upon veterinary certification that subjecting this particular dog to the inoculations would be temporarily or permanently medically unsafe or unnecessary.

All dogs must be kept on a leash or in a locked pet carrier at all times when they are outside of their owner's apartment. Small dogs should be held and carried through the building even if they are on a leash.

b. Cats

All cats must be litter trained at the time of registration.

All cats must be spayed or neutered at the time of registration or, in the case of underage animals, within thirty (30) days of the pet reaching six (6) months of age. Exceptions may be made upon veterinary certification that subjecting this particular cat to the procedure would be temporarily or permanently medically unsafe or unnecessary. In accordance with N.J.S.A. 2A:42-111(a), cats owned by senior citizens are not required to be spayed or neutered.

All cats must be licensed by the proper municipal authority and must always wear a collar showing their license number, their owner's name, and the owner's contact information.

All cats must be inoculated for feline distemper, feline leukemia, and rabies. Proof of proper inoculation, in the form of a signed document from a legally registered and practicing veterinarian, will be required each year. Exceptions may be made upon veterinary certification that subjecting this particular cat to the inoculations would be temporarily or permanently medically unsafe or unnecessary.

All cats must be kept on a leash or in a locked pet carrier at all times when they are outside of their owner's apartment. Cats should be held and carried through the building even if they are on a leash.

Litter boxes must be cleaned daily so that waste does not accumulate.

c. Birds

Birds shall be kept in a cage which does not exceed the following dimensions: three (3) feet by two (2) feet by two (2) feet. The cage shall not contain more birds than can be maintained in a safe and healthy manner in the cage used by the resident.

Cages must be cleaned daily so that waste and other debris does not accumulate.

d. Rabbits and Rodents

Rabbits and rodents shall be kept in a cage which does not exceed the following dimensions: three (3) feet by two (2) feet by two (2) feet. The cage shall not contain more rabbits or rodents than can be maintained in a safe and healthy manner in the cage used by the resident.

Cages must be cleaned daily so that waste and other debris does not accumulate.

e. Fish

Fish shall be kept in an aquarium which does not exceed twenty (20) gallons. The aquarium shall not contain more fish than can be maintained in a safe and healthy manner in the aquarium used by the resident.

Aquariums must be cleaned regularly so that waste and other debris does not accumulate.

f. Turtles

Turtles shall be kept in a tank or aquarium which does not exceed twenty (20) gallons. The tank or aquarium shall not contain more turtles than can be maintained in a safe and healthy manner in the tank or aquarium used by the resident.

Tanks and aquariums must be cleaned regularly so that waste and other debris does not accumulate.

V. Assistance Animals

a. Purpose

Residents may request, as a reasonable accommodation, the right to keep an assistance animal. An assistance animal does not need specialized training; it simply has to provide assistance or perform tasks for the benefit of a person with a disability, or provide emotional support to alleviate an identified symptom or effect of a person's disability. While dogs are the most common type of assistance animals, other animals can also be assistance animals.

b. Supporting Documentation

When the Housing Authority receives a request for reasonable accommodation involving an assistance animal, and the need for the assistance animal is not readily apparent or known to the Housing Authority, it may request that the resident provide supporting documentation from a physician, psychiatrist, social worker, or other mental health professional. The documentation must establish both that the resident has a disability and that the particular animal in question will provide some type of disability-related assistance or emotional support.

c. Denial of Request

The Housing Authority may deny a request for reasonable accommodation involving an assistance animal for any reason authorized by law.

If the Housing Authority determines, based on objective evidence about the specific animal's actual conduct, that the assistance animal poses a direct threat to the health or safety of others or would cause substantial physical damage to the property of others that cannot be reduced or eliminated by another reasonable accommodation, it may deny the requested accommodation.

d. Applicability of Pet Policy

Although assistance animals are not pets, they will be required to comply with the same rules as pets (as set forth herein) subject to the following exceptions:

1. Breed, size, and weight limitations do not apply to assistance animals.
2. Pet security deposits do not apply to assistance animals.
3. A visiting assistance animal will be permitted so long as the Housing Authority is notified of the animal's presence by the resident or their visitor and the assistance animal complies with the Pet Policy while on Housing Authority property.

VI. Violation of Policy

Violation of any provision of this Policy by the resident, including failure to pay fees and charges due under this Policy, shall constitute a material and substantial breach of the lease for which the resident may be evicted under New Jersey law.

The Housing Authority may take legal action against a resident whose pet or assistance animal has exhibited violent and/or aggressive tendencies. This includes, but is not limited to, requiring the removal of the pet/assistance animal, termination of the lease, and/or eviction for a material and substantial breach of the lease.

The following shall constitute a substantial and material violation of the resident's lease, thereby authorizing the Housing Authority to terminate the lease:

1. Failure to remedy pet-related nuisances after proper notice from the Housing Authority.
2. Failure to eliminate excessive pet noise or odor after proper notice from the Housing Authority.
3. Unruly, aggressive, vicious, or dangerous pet behavior.
4. Pet-related damage to the resident pet owner's apartment or other Housing Authority property.
5. Repeated problems with vermin or flea infestation.
6. Failure to provide for adequate care of a pet.
7. Leaving a pet unattended for a longer period than permitted by the Pet Policy.
8. Failure to provide adequate and appropriate inoculation of the pet.
9. Failure to observe any other provision of the Pet Policy after proper notice from the Housing Authority.
10. Failure to pay fees and charges due under this Policy.

The Housing Authority may take any necessary lawful action to address any violation of this policy, including above listed items, to include removal of the animal, termination of the lease and any other action authorized by law.

VII. Amendments and Revisions

This Policy may be amended or revised from time to time by the Housing Authority's Board of Commissioners. The Housing Authority will notify residents of all proposed amendments and/or revisions to the Policy in accordance with 24 C.F.R. 966.5.

RECEIPT OF PET POLICY

I hereby acknowledge that I have received a copy of the **Housing Authority of the City of Linden's Pet Policy**. I have read, understand, and agree to comply with the terms of the Pet Policy. I understand that a violation of this Policy may result in the removal of my pet, termination of my lease, and other actions authorized by law. I understand that I am legally and financially responsible for any property damage and/or bodily injury caused by my pet.

Signature: _____

Date: _____

Printed Name: _____