

PET POLICY
FOR
PEEKSKILL HOUSING
AUTHORITY
PEEKSKILL, NEW YORK

The Peekskill Housing Authority will not discriminate against any person in connection with admission or continued occupancy for qualified housing because of pets. The PHA will impose necessary restrictions for pet owners and prospective pet owners in order to provide decent, safe and sanitary living environment for current and perspective residents.

PEEKSKILL HOUSING AUTHORITY

Pet Ownership Rules for Families

1. Common household pet means a domesticated cat, dog, bird, gerbil, hamster Guinea pig or fish in aquariums. Reptiles of any kind, with the exception of small turtles or lizards in a terrarium, as well as mice and rats are prohibited. These definitions do not include any wild animal, bird or prey, dangerous fish, snakes, spiders or other insects, or any farm animal.
2. Each household shall have only one pet (except fish or birds). The limit for birds is two (2)
3. The pet owner shall have only ONE small cat or ONE dog. The animal's weights shall not exceed *twenty (20) pounds*. The animal's height shall not *exceed fifteen (15) inches*. Such limitations do not apply to a service animal used to assist a disabled resident. _____(initial)
4. Pet owners must license their pets (if required by state or local law) yearly with the City of Peekskill, New York, or as required. The pet owner must show the PHA proof of rabies and distemper booster inoculations and licensing annually.
5. No pet owner shall keep a pet in violation of State or local health or human laws or ordinances. Any failure of these pet ownership rules to contain other applicable State or local laws or ordinances does not relieve the pet owner of the responsibility for complying with such requirements.
6. The pet owner shall have his or her cat or dog spayed or neutered and shall pay the cost thereof. A veterinarian shall verify that the spaying or neutering has been accomplished.
7. The pet owner shall house the pet inside the pet owner's dwelling unit. The pet owner shall keep a cat or dog on a leash and shall control the animal when it is taken out of the dwelling unit for any purpose. The owner of a bird(s) shall confine them to a cage at all times. No pet owner shall allow his or her pet to be unleashed or loose outside the pet owner's dwelling unit at anytime.
8. No pet shall be permitted in any common area except as necessary to directly enter and exit the building. The restriction is not applicable to service animals.
9. No pet (other than birds or fish) shall be permitted to remain in an apartment overnight while the resident is away.
10. Resident shall provide the PHA a color photograph of the pet(s).

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11. All dogs and cats shall wear a collar at all times. Attached to the collar shall be an ID tag listing the pet owner's name and address.
12. Any resident having a dog or cat shall obtain some type of "scooper" to clean up after the pet outdoors. The resident is responsible for placing all waste in sealed plastic bags and disposing of such material in a trash container.
13. A fine of \$100.00 for the 1st offense, \$200.00 for the 2nd offense and TERMINATION of Lease thereafter.
14. Resident is required to take whatever action necessary to insure that their pet does not bring any fleas or ticks into the building. This may include, but is not limited to, the use of flea collars and flea powder. The resident is responsible for the cost of flea/tick extermination.
15. No resident shall keep, raise, train, breed or maintain any pet of any kind at any location either inside or outside the dwelling unit, for any commercial purpose.
16. No pet owner shall keep a vicious or intimidating pet on the premises (i.e. pit bulls or any other vicious or intimidating breeds). Any animal identified in local or State law or ordinance as dangerous or vicious will be prohibited. If the pet owner declines, delays or refuses to remove such a pet from the premises, the PHA shall do so, in order to safeguard the health and welfare of other residents. Such action may cause immediate TERMINATION of Tenancy with the Peekskill Housing Authority.
17. No pet owner shall permit his or her pet to disturb, interfere or diminish the peaceful enjoyment of the pet owner's neighbors or other residents. The terms "disturb, interfere or diminish" shall include but not be limited to barking, howling, biting, scratching, chirping and other activities of a disturbing nature. If the pet owner declines, delays, or refuses to remove the pet from the premises, the PHA shall do so and the resident will be charged accordingly.
18. The owner of a cat/dog must appropriately feed the animal; provide a litter box inside the dwelling unit; and appropriately clean at all times.
19. The owner must take the animal to a Veterinarian at least once per year; and provide documentation at the time of the Annual Recertification or upon request by Management. _____ (initial)
20. The pet owner shall not permit refuse to accumulate or to become unsanitary or unsightly, and shall dispose of such droppings by placing them in a plastic tie sack in a designated trash container and dispose of accordingly in a sanitary manner.

21. The pet owner shall take precautions and measures necessary to eliminate pet odors within and around the dwelling unit, and shall maintain the dwelling unit in a sanitary condition at all times, as determined by the Peekskill Housing Authority.
22. The pet owner shall keep the pet, dwelling unit, and surrounding areas free of flea's ticks and/or other vermin.
23. No pet owner shall alter the dwelling unit or the surrounding premises to create a space, hole, container or enclosure for any pet. _____(initial)
24. Resident agrees that the Peekskill Housing Authority shall have the right to remove any pet should the pet become vicious, display symptoms of severe illness or demonstrate other behavior that constitutes an immediate threat to the health or safety of the tenancy as a whole. If the PHA requests that the resident remove the pet from the premises and resident refuses to do so, or if the PHA is unable to contact the resident to make the request, the PHA may take such actions as deemed necessary, including but not limited to TERMINATION of Dwelling Lease.
25. PHA shall enter a dwelling unit where a pet has been left unattended for twenty-four (24) hours, PHA reserves the right to remove the pet and transfer it to the proper local authorities, subject to any provisions of State or local law or ordinances in this regard. The PHA shall accept no responsibility for the pet under such circumstances. _____(initial)
26. All residents are prohibited from feeding, housing or caring for stray animals or birds. Such action shall constitute having a pet without permission of the Peekskill Housing Authority and considered a Lease violation.
27. Each pet owner shall identify an alternate custodian for his or her pet. If the pet owner is ill or absent from the dwelling unit and unable to care for his or her pet, the alternate custodian shall assume the responsibility for the care and keeping of the pet, including, if necessary, the removal of the pet from PHA premises.

The PHA will collect a refundable pet deposit of \$100 for one pet. All deposits are payable in full or no more than three consecutive months from the initial payment.

The Pet deposit is not part of rent payable by the resident and is used only to pay reasonable expenses directly attributed to the presence of the pet including but not limited to: Cost of repairs and replacement to residents dwelling unit; and Fumigation of residents dwelling unit.

The "Pet Rules" are intended to address standards for Pet Care as established for the residents of the Peekskill Housing Authority

Pet Violation Procedures

If the PHA determines on the basis of objective facts, supported by written statements or PHA Staff or Resident observation, that a pet owner has violated a rule governing the keeping of pets, the Peekskill Housing Authority will serve a notice to the owner regarding the pet rule violation. The Notice of Pet Rule Violation will be in writing and will:

- (1) Contain a brief statement for the basis of the determination and the pet rule or rules alleged to be violated.
- (2) State the pet owner has ten (10) days from the effective date of the notice to correct the violation.
- (3) State that the pet owner's failure to correct the violation or to appear at a requested meeting may result in procedures to have the pet removed and/or the Dwelling Lease terminated.

If the Head of Household submits a written request for an Informal Hearing, within five (5) days of the Pet Lease violation to discuss the alleged violations, the PHA will schedule within fifteen (15) days from the effective date of request an appointment to complete an Informal Hearing. Failure to keep the scheduled appointment may result in an official Lease Violation.

If the PHA determines that the pet owner has failed to correct the pet rule violation within the time permitted or if the parties are unable to resolve the problem, the PHA will serve a written notice to the Head of Household requiring the removal of the pet.

The notice will be in writing mailed via the U. S. Post Office and will:

- (4) Contain a brief statement of the factual basis for the determination along with the rule(s) that has been violated.
- (5) State that the Head of Household must remove the pet within the specified time determined by the Peekskill Housing Authority.
- (6) State that failure to comply may result in Termination of the Dwelling Lease.

The procedure does not apply in cases where the pet in question presents an immediate threat to the health and safety of others or if the pet is being treated in an inhumane manner. In such cases paragraph #16 shall apply.

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The PHA will not be responsible for any pet which gets out of a unit when maintenance employees enter for the purpose of making repairs. The family is responsible for removing the pet when Maintenance is scheduled or assuring that a responsible family member is present to control the pet _____ (initial).

If a resident, including a pet owner, breaches any of the rules set forth above, the Peekskill Housing Authority may revoke the pet permit and evict the resident. _____ (initial)

Code of Federal Regulations 5.303 (a) stipulates: PHA's cannot apply or enforce pet rules to animals that assist with disabilities.

PET POLICY ADDENDUM

I have read and understand the above pet ownership rules and agree to abide by them during my tenancy at the Peekskill Housing Authority.

Resident's Signature

PHA Staff member's Signature

Date

Type of Animal and Breed *

Name of Pet *

Description of pet (color, size, weight, sex, etc.) *

The alternate custodian for my pet is:

Custodian's first, middle and last name; post office box; street address, zip code; area code and telephone number:

*

*

*

Resident's Name

Date

AGREEMENT FOR CARE OF PET
THE PEEKSKILL HOUSING AUTHORITY
807 Main Street
Peekskill, New York 10566

In accordance with the Pet Policy of the Peekskill Housing Authority and the Addendum to the Residential Dwelling Lease:

(Resident's Name) _____

(Resident's Address) _____

I hereby agree that should the above mentioned resident become incapable of caring for

_____ a _____
(Name of Pet) (Type of Pet)

For any reason whatsoever, I will assume full responsibility for removal of the pet from the premises and for the care and well being of the animal.

Further, the pet shall not be permitted to return to the premises until approval is given by the Peekskill Housing Authority.

A copy of the Addendum to the Residential Dwelling Lease Agreement is attached.

Signature of Pet Caretaker *

Sworn and subscriber before me
This _____ day of _____,
Year _____

Notary Public *

My Commission Expires: _____

Amended: April 15, 2020 – Resolution 4-2/15/10