

Marian Manor Redevelopment, LLC
Fox View and Riverside
Pet Policy

DATE ADOPTED: March 26, 2001

PURPOSE: The purpose of this policy is to establish procedures for the Housing Authority and tenants regarding pets.

PETS IN SUBSIDIZED HOUSING: The Housing Authority allows for pet ownership in its developments with the written pre-approval of the Housing Authority. Residents are responsible for any damages caused by their pets, including the cost of fumigating or cleaning their units.

APPROVAL: Residents must have prior written approval of the Housing Authority before moving a pet into their unit. Residents must complete the **Authorization for Pet Ownership Form**. This form must be fully completed before the Housing Authority will consider and make a decision on the resident's request. Residents must give the Housing Authority a picture of the pet so it can be identified if it is running loose.

PETS PERMITTED: The only pets allowed are a dog, cat, bird, hamster, guinea pig, gerbil, and fish that are traditionally kept in the home for pleasure rather than commercial purposes. All other animals including but not limited to insects, spiders, reptiles, ferrets, rats, mice, pot-bellied pigs, and snakes are not allowed. A rabbit is not allowed in any building with three or more rental units.

NUMBER OF PETS PERMITTED:

Dog – Maximum Number: 1

Cat – Maximum Number: 1

Bird – Maximum Number: 2

Fish – One 20-Gallon Aquarium (or smaller)

Small Mammals – Maximum Number: 1 (hamster, guinea pig, gerbil)

SECURITY DEPOSIT:

A refundable Pet Security Deposit in the amount of \$100.00 has been paid for a dog or a cat if the resident had the pet prior to April 1, 2001.

A refundable Pet Security Deposit in the amount of \$100.00 shall be paid for a cat after April 1, 2001.

The Pet Security Deposit, less damage, will be returned upon termination of occupancy even if the pet is removed from the rental unit prior to termination.

Pet Security Deposit may be paid in installments, with \$50.00 down and five consecutive monthly payments of \$10.00 each allowed.

RULES AND REGULATIONS:

The Pet Policy and the right of ownership shall be subject to a pet review by the Housing Authority upon every annual recertification. Documentation of current license, rabies and distemper vaccinations must be submitted to the Housing Authority at the annual recertification.

The resident of the rental unit where the animal is fed and sheltered is defined as the owner, and shall be responsible for meeting the requirements of the Pet Policy. Residents living in a unit owned by the Housing Authority are not allowed to care for a pet which is owned by a non-resident.

The pet owner shall be solely responsible for damage, destruction or injury caused by the pet. Also, any pet related insect infestation in the pet owner's unit will be the financial responsibility of the pet owner. The Housing Authority reserves the right to exterminate the unit if infestation occurs and charge the resident.

When an animal is taken outside the owner's rental unit, the animal must be on a leash or caged. At no time shall the animal be left unaccompanied in the yard of the rental unit.

Pet owners must have a kennel, cage or pet carrier to confine their pet in during the times when Housing Authority employees, agents of the Housing Authority or others must enter the resident's unit to conduct business, provide services, enforce lease terms, etc.

The pet and its living quarters must be maintained in a manner to prevent odors and any other unsanitary conditions in the owner's unit and surrounding areas.

Repeated substantiated complaints by neighbors to Housing Authority personnel regarding pets disturbing the peace of neighbors through noise, odor, animal waste or other nuisance may result in the owner having to remove the pet or vacate the property.

Pets who make noise continuously and/or incessantly for a period of ten minutes or intermittently for one-half hour or more to the disturbance of any person at any time of night or day shall be considered a nuisance.

REQUIREMENTS FOR APPROVAL OF OWNERSHIP OF DOGS AND CATS:

A dog or cat over five months of age shall be licensed in accordance with the City of Oshkosh. Dogs and cats must wear the license at all times.

All cats shall be declawed (front paws only) and sterilized.

All pet owners will be subject to a screening process by Housing Authority personnel, which will include, but not be limited to the suitability of the pet for the rental unit and financial and physical ability of the owner to care for the pet. No vicious or intimidating dogs are allowed. The following breeds are not allowed: Dobermans, Rottweilers, Pit Bulls, German Shepherds, American Staffordshire Terrier.

The maximum size of a dog at Marian Manor is 30 pounds or less.

Guide dogs, signal dogs, and service dogs used by residents who are visually disabled, deaf, or physically disabled are exempt from the weight requirements.

Tenants who fail to follow the screening process of a pet are subject to termination of tenancy.

All pet owners shall have a sponsor to be responsible for the pet if disability or absence of the owner occurs. If the owner is absent from the rental unit more than 24 hours, the pet must be removed from the premises. Sponsors shall remove the pet from the rental unit within 24 hours of notification by the Housing Authority.

Residents owning cats shall maintain waterproof litter boxes for cat waste. Refuse from litter boxes shall not accumulate or become unsightly or unsanitary. Litter shall be disposed of in an appropriate manner.

REQUIREMENTS OF OWNERSHIP OF CAGED PETS:

For birds or fish a fee is not required.

For small mammals a fee is not required.

Small mammals and birds must be caged at all times.

Cages of small animals must be kept clean and sanitary at all times.

UNAUTHORIZED PET AREAS AND ANIMAL CONTROL:

Pet owners must clean up after their pet and dispose of pet waste in an appropriate manner. Pet waste may not be put in garbage chutes. Owners are to only take their pets to designated areas.

Pets shall be prohibited from the common areas such as meeting rooms, community rooms, kitchen, laundry rooms, public toilets, etc. Service dogs are exempt from this rule. Pets will be permitted in the hallways only if accompanied by an adult and restrained by a leash.

Should a pet in a rental unit create a sanitary problem, the Humane Society will be called and they may order the removal of the pet.

INSURANCE:

Pet owners are encouraged to carry liability insurance covering damages or injury caused by their pet(s) during the time they are residents of Housing Authority property.

COMPLAINT PROCEDURE:

Pet owners shall be subject to a complaint procedure. The tenant will receive a 5-day warning notice to correct the violation the first time a violation occurs. The second time a violation occurs, the Housing Authority will issue the tenant a standard 30-day termination of tenancy notice.

A tenant that violates the pet policy is subject to termination procedures. This includes but is not limited to having visiting pets, ignoring the required Housing Authority screening process, having more pets than allowed under the policy and/or having a pet that is not allowed under the Housing Authority policy and not keeping pets caged as required.

The Housing Authority Manager has the discretion to terminate tenancy or fine the resident if they violate the pet policy. Under the fine system, the first violation is \$20, the second violation is \$50, and the third violation will be a termination notice.

ANIMAL BITES:

The pet owner must report all animal bites to the Police Department and the Housing Authority within 24 hours of occurrence. Should a pet bite a person, the pet must be isolated at a veterinarian's office for a period of time as determined by local animal control standards.

REMOVAL OF PET:

The Housing Authority or an appropriate community authority shall require the removal of any pet from a development if the pet's conduct or condition is determined to be a nuisance or threat to the health or safety of other occupants of the development or of other persons in the community where the unit is located.

In event of illness or death of pet owner, or in the case of emergency which would prevent the pet owner from properly caring for the pet, the Housing Authority has permission to call the pet sponsor designated by the resident or the Humane Society to take the pet and care for it until family or friends would claim the pet and assume responsibility for it. Any expenses incurred will be the responsibility of the pet owner.

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**Request for Authorization for
Pet Ownership**

Resident Name: _____

Resident Address: _____

Resident Phone: _____

Submit picture of pet with this form.

DOG \$100.00 Refundable Deposit

Breed/Kind: _____

Color/Marking: _____

Weight: _____

* Vet verification of weight required. If dog is a puppy, you must submit verification from humane society or vet that puppy will not exceed the weight limit when full grown.

City License: _____

Distemper Shot: _____

Rabies Vaccination: _____

Spay/ _____

Neuter Certificate: _____

Kennel/Carrier?: _____

CAT \$100.00 Refundable Deposit

Breed/Kind: _____

Color/Marking: _____

Weight: _____

City License: _____

Rabies Vaccination: _____

Distemper Shot: _____

Spay/ _____

Neutering Certificate: _____

Front Declawed: _____

Kennel/Carrier?: _____

