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## ASHFORD HOUSING AUTHORITY PET POLICIES

Unit Number: \_\_\_\_\_

Breed \_\_\_\_\_ Weight \_\_\_\_\_ Immunization Record Y or N

Gender \_\_\_\_\_ Age \_\_\_\_\_ Name \_\_\_\_\_

This addendum to the lease between the Housing Authority of Ashford and \_\_\_\_\_ is to provide accommodations to and for competing individual interests concerning the ownership of household pets, by a tenant while adopting such rules governing the conduct and behavior of the tenant in connection with such pet to protect the comfort, safety, quiet and peaceful enjoyment of other tenants or occupants in the building. Any breach of the provisions of this Pet Addendum therefore shall be considered a material breach of the Lease Agreement and/or substantial interference with the comfort, safety and/or quiet and peaceful enjoyment of the premises by other tenants or occupants of Pompey Hollow Senior Housing.

### 1. AUTHORIZATION

The pet owner(s) is/are hereby authorized to house a pet which is described above, during the term of the Lease in the above-named unit. Authorization may be terminated sooner if resident(s) right to occupy is lawfully terminated or of the Pet Rules are violated.

### 2. SERVICE ANIMALS

The ADA regulations define an assistance animal as any dog that is individually trained to do work or perform tasks for the benefit of an individual with a disability, including a physical, sensory, psychiatric, intellectual, or other mental disability.

Emotional Support Animals or Comfort Animals are often used as part of a medical treatment plan as therapy animals, they are not considered service animals under ADA. These animals provide support companionship, relieve loneliness and sometimes help with depression, anxiety and certain phobias. Emotional support animals do not have special training to perform tasks that assist persons with disabilities.

Under the Fair Housing Act and Title II of the ADA, a reasonable accommodation must be considered for any emotional support animal to afford the person with a disability an equal opportunity to use and enjoy a dwelling and/or common areas of the dwelling, or may be necessary to allow a qualified individual with a disability to participate in, or benefit from, any housing program or activity.

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### 3. PET RULES

In order to be considered for occupancy, all household pets must fall within the following guidelines:

- Maximum weight of pet is 20lbs.
- A pet deposit of \$150 is required for each dog or cat. A deposit is not required for fish or birds. Deposit is refundable after move out inspection or the death of the animal. (Effective for new tenants after July 1, 2019).
- Cats must be of a common household breed only. Each household is limited to (2) two cats.
- Dogs must be of a common household breed only, are limited to one (1) dog per household.
- Fish must be of a common household variety, tropical or gold that can be restrained in a tank with a capacity not to exceed ten (10) gallons. Tanks are limited to one (1) household.
- Birds must be caged at all times.
- Pets shall not disturb, interfere, or diminish the peaceful enjoyment of other residents or neighbors by barking, howling, biting, scratching or such activities. If the animal should become destructive, create a nuisance, represent a threat to the safety and security of other tenants, OR create a problem with cleanliness and sanitation, the AHA will notify the tenant, in writing, that the animal must be removed.
- Tenants shall provide proof of the following: Current license from the Town of Ashford, inoculations against rabies, and proof that pet has been spayed/neutered. Residents must bring COPIES of proof to the office.
- Any pet that is considered detrimental to the health, safety and well-being of other residents will be declined for residency within the community.
- Approved household pets are not allowed outside of the resident's apartment without being contained on a leash or in a carrier. Leash shall not exceed 15 feet.
- All pets being walked by the owner or other resident must be curbed. All pet owners must take their pets off-site for walking when the pet needs to create waste. Pet owners will, under no circumstances, allow their pets to create waste anywhere inside the building, the patio, sidewalks, or other areas within the grounds of this community.
- Pet owners are responsible for cleaning up any pet messes in the building immediately, this includes the carpeting in the hallways and elevator.
- To prevent unsanitary situations and the spreading of germs/disease, pet waste of any kind MUST be placed in a TIED, PLASTIC bag before being thrown into the trash.
- In the event the pet owner is away from the pet for an extended period of time, another person MUST be designated as a temporary caretaker for the pet and management but be notified of the change.
- In the event we receive reasonable complaints about the animal(s) or if we determine in our sole discretion that the animal has disturbed neighbors or other residents, you must immediately remove the animal(s) from the premises.
- Notify management regarding any incident with a pet to fill out an incident report to be kept on file in the management office.
- No PETS shall be left outside unattended.
- Pets are not allowed in the dining room, kitchen or on any furniture in the common areas.
- If there is evidence of animal abuse or neglect AHA will follow state and local laws to protect animals and contact the appropriate agencies.
- AHA has the right to make reasonable changes to the pet rules from time to time if we distribute a written copy of any changes to every resident within the community.

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Should the resident violate any of these rules, AHA will inform the resident of said infraction in writing and give the tenant ten (10) days to correct the infraction. If within that 10-day period a solution to the problem is not reached, AHA may evict the owner of the pet.

An exception may be granted to any of the above regulations by good cause shown by the resident and approved by the Ashford Housing Authority.

The AHA reserves the right to change or amend this policy because of changes in state, local or Federal requirements.

### SIGNATURES

Tenant(s) Signature

Date

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Executive Director Signature

Date

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## PET SECURITY DEPOSIT

**Pet Security Deposit:** Before moving into the Apartment, the Tenant is responsible for depositing \_\_\_\_\_ as a Pet Security Deposit with Ashford Housing Authority (AHA). This Pet Security Deposit is security that the Tenant will comply with all the terms of the Pet Addendum, which is part of the Lease and a legally binding contract. This Pet Security Deposit may not be used to pay the last month's rent without the Landlord's prior written consent.

The security deposit will be held at M&T Bank in an Escrow account that will accrue interest. The address of the bank is 1244 Storrs Road, Storrs, CT 06268. The security deposit interest rate changes yearly and is set by the Bank Commissioner.

Tenants may either receive their interest yearly through a credit on their rent, or they may let their interest compound.

I would like my interest to compound yearly \_\_\_\_ (*initial*)

I would like my interest to be paid out yearly \_\_\_\_ (*initial*)

- *Payout will be in the form of a credit on your January rent*
- *Tenants may change their selection at any time by contacting the office*

Upon Tenant's move-out date, AHA will inspect and document the condition of the Tenant's apartment. Within 30 days of the end of this Lease agreement, if the Tenant has supplied the Landlord with a forwarding address, AHA will do one of two things.

1. If the Tenant has complied with all terms of the Pet Addendum and Lease and returns the apartment to the Landlord in the same good condition as when Tenant moved into the apartment, AHA will return the Security Deposit amount plus any interest earned.

**OR**

2. AHA will provide the Tenant with a written notice including an itemized list as to why the full Pet Security Deposit amount is not being returned to the tenant and a check for any remaining Pet Security Deposit owed to the Tenant after the allowed deductions have been made.

AHA may use as much of the Security Deposit as necessary to pay for damages resulting from the pet.

The Landlord will fully comply with the Rent Security Law (N.J.S.A 46:8-19 et seq.).

Tenant(s) Signature

Date

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

Executive Director Signature

Date

\_\_\_\_\_

\_\_\_\_\_