

MULTI-FAMILY PET/ASSISTANCE ANIMAL POLICY EFFECTIVE MAY 1, 2022
of the Northeast Georgia Housing Authority

The Pet Policy set forth herein is reasonably related to the following legitimate interests of the **Northeast Georgia Housing Authority**, including, but not limited to:

- (a) The Northeast Georgia Housing Authority interest in providing a decent, safe and sanitary living environment for existing and prospective Residents.
- (b) Protection and preserving the physical condition of the property of the Northeast Georgia Housing Authority, and the housing located thereon; and
- (c) The Northeast Georgia Housing Authority financial interests in the property administered by this Northeast Georgia Housing Authority.

Nothing in this policy or the dwelling lease limits or impairs the right of persons with disabilities to own animals that are used to assist them. Pet rules will not be applied to animals that assist persons with disabilities. To be excluded from the pet policy, the resident/pet owner must certify:

That there is a person with disabilities in the household; and
That the animal actually assists the person with the disability.

Residents may own and keep one common household pet as set forth in the following rules:

SECTION 1. Definitions.

Common Household Pet means only a domesticated dog, cat, caged bird or fish. The weight of the dog or cat at its adult size may not exceed twenty-five (25) pounds. (This policy shall not apply to any animal currently owned by residents of Northeast Georgia Housing Authority whose weight limitation was previously defined as not to exceed thirty (30) pounds.)

SECTION II. Registration - Other than Fish and Bird

Prior to bringing any animal onto any multifamily housing premises, the resident must register the animal with Northeast Georgia Housing Authority and pay the applicable pet deposit if the animal is considered a pet. The resident must update the registration at least annually to coincide with the annual re-examination of the tenant income. The application for registration of the animal must include:

1. A certificate signed by a licensed veterinarian or a State or local authority empowered to inoculate animals (or a designated agent of such an authority) stating that the animal has received all inoculations required by applicable State and local law;
2. Statement signed by a licensed veterinarian that the animal is in good health, has no communicable diseases or pests, and in the case of a dog or cat, is spayed or neutered. A puppy or kitten cannot be spayed or neutered before it is six months old. For this reason, a puppy or a kitten may be admitted, providing the resident sign understanding that on or before the animal is seven months old, proper proof of spaying or neutering from a licensed veterinarian will be furnished to NEGAHA. Failure to do this will result in the animal being removed from the household, or other adverse action against the resident.

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3. A completed information form that is sufficient to identify the animal and to demonstrate that it is a common household pet as defined in this policy or an animal that assist persons with disabilities; a photo of the animal will be made and attached to this form.
4. The name, address and phone number of two responsible parties, who live in the county in which the development is located, and who agree to care for the animal if the resident dies, is incapacitated, or is otherwise unable to care for the animal;
5. Payment of the applicable pet deposit as defined in Section III of this document;
6. A signed statement indicating that the resident has read the pet rules and agrees to comply with them.

SECTION III. Pet Deposit.

1. The resident/pet owner shall be required to pay a refundable deposit of \$300.00 for the purpose of defraying all reasonable costs directly attributable to the presence of a dog or cat. The Resident may opt to pay an initial installment of \$100.00 when the pet is brought into the unit, and subsequent monthly payments of \$100.00 per month until the entire amount is paid in full. Residents who have already applied and been approved for pets who have paid a lesser deposit prior to June 1, 2019, shall not be required to pay the difference between the original deposit and the current amount; however, deposits shall not be transferred from pet to pet. This deposit is in addition to any other financial obligation generally imposed on residents of the development.
2. There will be no deposit required for a caged bird or aquarium; however, the head of household must obtain prior approval from management for ownership of same.
3. All reasonable expenses incurred by Northeast Georgia Housing Authority as a result of damages directly attributable to the presence of the pet in the development will be the responsibility of the resident, including:
 - The cost of repairs and replacements to the resident's dwelling unit;
 - Fumigation of the dwelling unit;
 - Common areas of the development.
4. Northeast Georgia Housing Authority reserves the right to change or increase the required deposit by amendment to these rules.

SECTION IV. Right of Refusal.

Northeast Georgia Housing Authority has a right to refuse to register an animal:

1. If the animal is not a common household pet as defined in this pet policy;
2. If the keeping of the animal would violate any applicable house pet rule;
3. If the resident fails to provide complete registration information in accordance with this policy or fails to annually update the vaccination requirements; or
4. If Northeast Georgia Housing Authority reasonably determines, based on the resident's habits and practices, that the resident will be unable to keep the animal in compliance with the pet/assistance animal rules and other lease obligations. The animal's temperament may be considered as a factor in determining the prospective resident's ability to comply with the pet and/or assistance animal rules and other lease obligations.

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SECTION V. Violations.

Any violation of the general rules of this policy is grounds for removal of the animal from the resident's unit or termination of the resident's tenancy, or both.

SECTION VI. Exclusions.

24 CFR 942.2 excludes animals that assist the handicapped from this pet policy. This exclusion applies to animals that reside in developments for the elderly or handicapped, as well as to animals that visit these developments. Northeast Georgia Housing Authority may not enforce or apply any pet rules against individuals with animals that are used to assist the handicapped. Nothing in 24 CFR 942.2: (1) limits or impairs the rights of handicapped individuals; (2) authorizes Northeast Georgia Housing Authority to limit or impair the rights of handicapped individuals; or (3) affects any authority that Northeast Georgia Housing Authority may have to regulate animals that assist the handicapped, under Federal, State or local law.

SECTION VII. Conflicts with State, Local Law or Regulations.

If there is any applicable State, local law or regulation that conflicts with any portion of the above pet policy, the State, local law or regulation shall apply.

SECTION VIII. General Pet Rules.

1. The Northeast Georgia Housing Authority will authorize only domesticated dogs, cats, birds in cages, and fish in aquariums in dwelling units. Only one common household pet will be permitted per household.

2. Vicious and/or intimidating dogs will not be allowed. Any animal deemed to be potentially harmful to the health or safety of others, including attack or fight trained dogs, will not be authorized.

3. All dogs and cats must be either spayed or neutered **if they are over the age of seven months.**

4. When taken outside the resident's unit, dogs and cats must be kept on a leash not longer than six (6) feet and controlled by a responsible adult at all times. Resident shall not alter his/her Dwelling Unit, patio, or common areas to create an enclosure for a pet.

5. Birds must be kept confined to a cage at all times. No more than one cage with two birds per household are allowed.

6. Maximum aquarium size is 20 gallons. Aquarium must be kept clean.

7. Residents shall not permit their pet to disturb, interfere or diminish the peaceful enjoyment of other residents. The terms "disturb, interfere and diminish" shall include but not be limited to barking, howling, chirping, biting, scratching, and other like activities. Repeated substantiated complaints by neighbors or Northeast Georgia Housing Authority personnel regarding pets disturbing the peace of neighbors through noise, odor, animal waste, or other nuisance will result in the owner having to either remove the pet or vacate the apartment.

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8. Resident must provide litter boxes for cat waste, which must be kept in the dwelling unit. Residents shall not permit refuse from litter boxes to accumulate nor to become unsightly or unsanitary. Litter boxes must be changed at least once each week.
9. Pet wastes must be disposed of by placing in a bag and then placing the waste in a container outside of the resident's building provided by Northeast Georgia Housing Authority. Under no circumstances should pet waste be disposed of through the commode and/or sewer system.
10. Residents must use only their yard for pet exercise and the deposit of pet waste. Residents are forbidden from exercising their pets or permitting their pets to deposit waste anywhere outside of their yard. (If you are unsure what your yard space is please contact your Site manager.)
11. Residents are solely responsible for cleaning up pet droppings outside the unit and on facility grounds. Droppings must be disposed of by being placed in a bag and then placed in the container outside of the building provided by Northeast Georgia Housing Authority.
12. Residents shall take adequate precautions and measures necessary to eliminate pet odors within or around the unit and shall maintain the unit in a sanitary condition at all times.
13. Residents are prohibited from feeding or harboring stray animals. The feeding of stray animals shall constitute having a pet without the written permission of Northeast Georgia Housing Authority.
14. If pets are left unattended for a period of twenty-four (24) hours or more, Northeast Georgia Housing Authority may enter the dwelling unit, remove the pet and transfer it to the proper authorities. Northeast Georgia Housing Authority accepts no responsibility for the animal under such circumstances.
15. Resident must be aware and recognize that other Residents may have chemical sensitivities or allergies related to pets or may be easily frightened and/or disoriented by animals. The Resident Agrees to exercise common sense and common courtesy with respect to such other Resident's right to the peaceful and quiet enjoyment of common areas and his/her Dwelling Unit.
16. Pets are not allowed in the laundry rooms and/or community rooms.
17. No pet shall be raised, bred, kept or trained for any commercial purpose.
18. Pets not owned and properly registered by the tenant shall not be permitted on Northeast Georgia Housing Authority property, (excluding the provisions of Section VI). There will be no visiting of pets in any unit, (excluding the provisions of Section VI).
19. Each animal shall wear a collar bearing the name and address of the pet's owner and evidence of the current inoculations required by State and local laws.
20. Failure to abide by this pet policy shall constitute a breach of the lease and may be grounds for termination of the lease.

THE NORTHEAST GEORGIA HOUSING AUTHORITY
ANIMAL INFORMATION FORM

Resident's Name: _____

Date: _____

Resident's Address: _____

Project: _____

Animal's Name: _____ Type: ___ Dog ___ Cat ___ Bird ___ Fish

Animal's Sex: _____ Animal's Color: _____ Animal's Age: _____

Breed/Type of Dog, Cat, Bird, Fish: _____ Projected Adult Weight: _____

If dog or cat - date of neutering or spaying (or expected date if animal is less than 6 months: _____

Is your animal needed for assistance due to handicap or you or a member of your household? _____ Yes ___ No
(If yes, please attach statement from your physician describing how the proposed pet has been trained to assist with that specific handicap.)

Has your Animal lived in rental housing before? ___ Yes ___ No If yes, list name and phone number of landlord below: _____

The following responsible parties residing within the County of the Development of the animal, have agreed to care for the above animal if I should die, become incapacitated or am otherwise unable to care for my animal:

Name: _____

Name: _____

Address: _____

Address: _____

Phone Number: _____

Phone Number: _____

Signature

Date

Signature

Date

I have read the pet rules of Northeast Georgia Housing Authority, and I agree to comply with them. I accept all financial responsibility for my animal included in these rules and regulations and any/all damages/injuries that may occur because of my animal.

_____ If my animal is currently too young to be neutered, I understand and agree that I must furnish written proof of neutering from a licensed veterinarian on or before my animal is seven months old.

Signature of Resident

Date

Attach certificate signed by a local veterinarian or a State or local authority that the above named pet has received all inoculations required by applicable State and local law. Also attach proof that the pet has been either spayed or neutered, if the pet is over the age of seven months.

Name and Address of Veterinarian: _____

Resident has paid a pet deposit of \$ _____. Assigned Pet Sticker # _____

Received by NEGAHA Representative

Date

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Date