**PET POLICY – EXHIBIT “A” *ADDENDUM TO (LMHA) DWELLING LEASE***

Development/ Unit # .\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Dog \_\_\_\_\_\_\_ Cat(s) \_\_\_\_\_\_\_ Rabbit(s) \_\_\_\_\_\_\_\_ Animals Name & Age \_\_\_\_\_\_\_\_\_\_\_

Families residing in a Public Housing unit are allowed to keep common household pets in their apartments as stated in their lease and in accordance with the Code of Federal Regulations. Families may request permission to keep a common household pet in accordance to the policies and conditions contained herein.

**Households will be limited to either: ONE (1) dog, TWO (2) cats; TWO (2) birds; TWO (2) rabbits, hamsters, gerbils; or ONE (1) aquarium (fish) per household**. **Only one kind of common household pet (dog, cat, fish, etc.) will be allowed in the household per the above limitations. The LMHA strictly prohibits any pit bulls from the property of the Authority. Any pit bulls observed, discovered or believed to be on LMHA property will be removed immediately by the Dog Warden of the City of Lackawanna.**

To comply with all applicable laws and ordinances of the State of New York, and the City of Lackawanna. The General Provisions of the City of Lackawanna regarding Animals and Fowls, Article I, Chapter 54 will be posted in the main office of the Authority for inspection.

**As per RESOLUTION #1271 passed by the Lackawanna Municipal Housing Authority on July 23rd, 2013 from this date forward all tenants who own animals shall be required to obtain liability insurance to cover accountability for their rental unit property, dated July 23rd, 2013. If insurance is not obtained the LMHA will begin the eviction process to remove the tenant from the property.**

Common household pets shall be defined as dogs, cats, rabbits, birds or fish.

Pets, except birds and fish, must be registered with the LMHA office when acquired and annually thereafter at the time of the annual re-certification each and every year. Registering a dog/cat/rabbit requires proof of current dog/cat license, if applicable, up to date inoculations, identification tag and verification that the animal has been spayed/neutered and written proof of a satisfactory annual medical checkup by a licensed veterinarian, which shall include verification from the licensed veterinarian that the animal is free from flea infestation.

Tenant shall provide dog/cat with a collar containing a New York State license. A valid rabies tag, and a tag bearing the owner's name, apartment number and phone number must be worn at all times when the pet is not in the tenant's dwelling unit. This applies to dogs/cats/rabbits.

Only pets that are directly owned by tenant and registered with the LMHA are permitted on premises. (No visiting pets allowed)

No pet shall be left unattended in the dwelling unit for a period of time in excess of twelve (12) hours. Additionally, no pets are to be left unattended or left on a leash in the common areas (doors, porches, fences, hallways, etc.) of the Authority.

Tenant shall identify and document willingness of a third party **(designated attendant)** who will, within one hour of notification, remove and care for the pet in the event of sudden illness, injury or death of the tenant. Third party must sign a document, supplied by the LMHA assuming responsibility for the animal. In the event designated party fails to act, the LMHA shall be authorized to cause the removal and disposal of the animal. The name, address and telephone number of the designated attendant shall be registered at the office of the Authority at the execution of this pet addendum. No exceptions will be made and the Authority must be notified immediately of any changes of attendant status or inability to act as same.

Female dogs/cats/rabbits over six months of age must be spayed and male dogs/cats/rabbits over eight months of age must be neutered.

Weight, overall size and temperament shall have a bearing on the acceptability of the pet. Dogs weighing more than **25 pounds** when fully grown shall not be permitted.

Pet owners of a dog or cat(s) are required to pay a Pet **Security** **Deposit in the amount of $100.00 (One Hundred Dollars) for each animal** to insure that the LMHA will be compensated for costs of damage to unit or the project caused by the pet. Pet Security Deposits shall not be subject to any limitations on Security Deposits provided by Stateor Local Laws. The LMHA agrees to return Pet Security Deposit, within twenty days after termination of tenancy and restoration of possession to the LMHA or the disposal of the pet. The LMHA will provide a written, itemized statement of any and all amounts withheld from the Pet Security Deposit and will used said deposit only for damages or destruction caused by said pet.

When outside of owner's dwelling unit, all dogs/cats/rabbits shall be on a leash measuring not more than four (4) feet or in a proper carrying case and the animal shall be under control of a responsible person able to control it. **No pet shall block any sidewalk, walkway, entrance or any common area when in the presence of his or her owner. Owners will be responsible to heel their pet accordingly and to properly yield to any other resident, their family members or guest(s) as to not induce any fear or apprehension.**

**By signing the following I, the tenant, acknowledge that I understand the Lackawanna Municipal Housing Authority Pet Policy as well as Resolution #1271 to which I must obtain Liability Insurance if I have a pet on the premises, if not, I will be evicted from the unit.**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Tenant Signature Date**

**PARKVIEW TOWERS ONLY:** **As per RESOLUTION #1272 passed by the Lackawanna Municipal Housing Authority on July 23rd, 2013 no more pets will be allowed at the Parkview Towers. The only pets that will remain in the building will be those that belong to residents of Parkview Towers before July 23rd, 2013.**

**As per RESOLUTION #1271 passed by the Lackawanna Municipal Housing Authority on July 23rd, 2013 from this date forward all tenants who own animals shall be required to obtain liability insurance to cover accountability for their rental unit property, dated July 23rd, 2013. If insurance is not obtained the LMHA will begin the eviction process to remove the tenant from the property.**

Pets are permitted in Elevator No. 1 only. When possible, the animal should be carried in an out of the elevator. Areas prohibited to pets are: Elevator No. 2 laundry room, community room and public lavatories.

Tenant owning a cat/rabbit shall provide a litter tray/cage for the animal's use in owner's apartment. Litter must be wrapped in a securely tied plastic bag and disposed of at least twice a week in a designated receptacle. DISPOSAL OF LITTER IN THE GARBAGE CHUTES WILL NOT BE PERMITTED.

Dogs, cats and rabbits shall not be permitted to excrete anywhere in the building (other than cats/rabbits using litter box/cage, in apartment). The LMHA shall designate an area on the grounds for use of the dogs. Tenants shall be responsible for immediately removing dog feces dropped ANYWHERE, placing same in a plastic bag and placing same in a designated receptacle.

Tenant shall ensure that pet does not make excessive noise, which will disrupt the peace of complex.

Tenant shall ensure that pet will not create excessive odor, which will cause discomfort to other residents of the project.

EMERGENCY CONDITIONS:

 If a pet exhibits behavior that constitutes **a reason to believe** an immediate threat to health or safety, the LMHA may contact the appropriate or designated agent to enter pet owner's unit, remove pet, place in a facility provided (SPCA) for no less than thirty (30) days. The cost of animal care may be paid from the security deposit of the owner.

NUISANCE OR THREAT TO HEALTH OR SAFETY:

 The Executive Director of the LMHA reserves the right to remove any pets from its developments or properties if the pet's conduct or actions are duly determined or believed to be a nuisance or a possible threat to the health or safety of other occupants of the projects, staff and other organized individuals in or on the grounds of the projects, or other person(s) in the community where the developments/ sites are located.

In order to achieve continuation of pet residency within the LMHA, the tenant agrees to the possibility of relocating to another unit (or to another designated area within the development) to accommodate other existing tenants for whom the presence of a pet may reasonably constitute a health threat or a perceived fear.

Seeing eye dogs or other like animals that are specifically trained to assist the handicapped must also be maintained by the owner in a manner to assure safe, sanitary and decent living conditions of the project but are not subject to the restrictions of numbers 10 and 13 of this policy.

Tenant is required to sign this addendum and this signature certifies that tenant read the policy requirements, agrees to comply with them and further agrees that violation of this policy is grounds for termination of tenancy.

Any tenant to be found in non-compliance or refuses to obey said conditions of this policy will be subject to eviction proceedings. Residents will be notified of the existence and intent of this policy and will be expected to adhere to conditions contained herein. The LMHA reserves the right to remove or refuse any pet or animal it sees as reasonably: posing a threat, causing or inducing fear onto other residents, unfit, belying the integrity of a healthful and safe milieu, or otherwise believes as inappropriate to inhabit any site of the Authority. Any liability that may be incurred (for damages due to bodily injury to person or property of the LMHA or otherwise) as a result of ownership of a pet by a tenant will be the sole responsibility of the tenant. The landlord (LMHA) is hereby absolved by signature below as held harmless and non-liable in the event of such an occurrence. All payment for damages to Authority property as a result of ownership of a pet will be made chargeable to the tenant account and made payable to the Authority.

IT IS THE INTENTION OF BOTH PARTIES TO THIS ADDENDUM THAT IT IS TO BE INCORPORATED INTO THE LEASE AS IF FULLY SET FORTH THEREIN. LACKAWANNA MUNICIPAL HOUSING AUTHORITY: DATE: \_\_\_\_\_\_\_\_\_\_\_

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|  |  |  |
| Resident |  | Executive Director |

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| --- | --- | --- |
|  |  |  |
| Designated Attendant |  | Phone # and Address of Attendant |