



## **HENDERSON HOUSING AUTHORITY**

**203 N. JUSTICE ST.  
HENDERSONVILLE, NC 28739  
(828) 692-6175**

# **PET POLICY**

**May 13, 2020**



**PET POLICY**

**REGISTRATION**

- a. All pets must be registered with Management and residents issued a Pet Registration card. A photo of the pet will be kept on file.
- b. Possession of an unregistered pet is a serious lease violation and is grounds for lease termination.
- c. Registration will include a statement that the resident understands and agrees to the policy as a part of the House Rules which is an addendum to the Assisted Lease. It will also include assumption of liability by the resident and agreement to hold the property harmless in the event of damage or injury caused by the presence of the pet.
- d. Registration must be completed prior to the resident obtaining the pet.
- e. Any pet not registered must be removed from the property immediately. Management will not register a previously unregistered pet discovered on the premises but will always require immediate removal.
- f. Registration is non-transferable to a different neighborhood. Pet owners must reapply for registration prior to transfer.
- g. Management reserves the right to reject any application for a pet for any reason listed herein.
- h. Management may revoke the pet permit at any time if the health, safety, or well-being of the neighborhood is threatened by the presence of the animal. Please note that Management may take this action based on reports from residents or others.
- i. Residents are limited to one type of animal, either a dog, cat, fish, or bird, and each type must meet the size and number limit. Animals other than a dog, cat, bird, or fish are strictly forbidden.
- j. Resident must list on the attached form the name, address, and phone number of at least one responsible party who will care for the pet if the owner is unable to provide care.

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### **DEPOSITS AND FEES**

- a. Residents are required to pay a pet deposit of **\$300.00** to keep a dog or cat. A deposit is not required for fish or birds. The deposit is refundable to the resident at move-out if there are no damages observed that were caused by the pet during tenancy.
- b. The pet deposit will be used for (1) damages done to the unit in occupancy or at the time of move-out, (2) removal of the pet from the premises, and/or (3) any costs, including legal costs borne by the property in the event it becomes necessary to take adverse action against the resident for violations of this policy.
- c. The pet deposit may be paid in one lump sum or \$50.00 down payment and \$10.00/month until the balance is paid in full.

### **LICENSING, VACCINATION, AND NEUTER STATUS**

- a. All pets must be properly licensed and certified.
- b. Documentation that the animal has received all necessary vaccinations must be provided at the time of registration and annually.
- c. All pets must be neutered or spayed prior to approval of the animal.
- d. Management reserves the right to require documentation of all the above provisions.

### **PET OWNERSHIP**

Any resident observed feeding an animal or in possession of pet food will be presumed to be the owner of the pet and must have a Pet Registration card for the pet. If the resident is unable to provide a Pet Registration card, then the resident will be considered to be in violation of the lease.

No visitor or guest will be allowed to bring pets on the premises at any time. Residents will not be allowed to Pet Sit or House a Pet.

### **CONFINEMENT**

- a. Pets must be on a leash or in a portable cage at all times when they are not inside a unit.
- b. Pets are not permitted to be kept on a chain.

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- c. Pets are not permitted to roam in the neighborhood.
- d. Residents are prohibited from installing a fence, doghouse, outdoor structure, or shelter.

## **BEHAVIOR AND LIABILITY**

- a. Management is not responsible for the actions of any animal, regardless of whether the animal is registered.
- b. The resident assumes complete liability for any damages or injuries caused by the presence of his/her pet. If an employee, resident, or visitor is at anytime injured or injury is threatened by a pet, Management reserves the right to revoke the permit and remove the animal permanently from the premises.
- c. Management and its employees shall not be held liable or responsible for the accidental escape of a pet or injury to a pet while the employee is inspecting the apartment, providing maintenance to the apartment, or providing any service to the apartment.

## **ODORS AND WASTE**

- a. Management recognizes that animals may cause unpleasant odors, which may not be objectionable to the owner but which nevertheless may damage the property or become a nuisance. If, in the sole opinion of Management, an animal is causing unpleasant odors in the unit, the pet permit may be revoked and the animal permanently removed from the premises.
- b. There shall be no instances of stale litter boxes.
- c. Tenants are responsible for removal of the feces of their pet and shall be charged in instances where damages occur to HAHC property due to pet or removal of pet feces by staff. All pet waste must be removed from outside areas and placed in a plastic bag and tied securely to reduce odor and placed in designated garbage container.
- d. It is a violation of this policy for the registered dog of a resident to excrete waste on the common areas of the neighborhood or on any other premises.

## **NOISE AND OTHER DISTURBANCES**

- a. Management reserves the right to revoke the registration and require the removal of any pet, which in Management's sole judgment, creates excess noise or other disturbances.
- b. Excessive noise or other disturbances include but are not limited to loud or

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chronic barking, howling, crying, and snorting which is audible outside the residents unit.

### **ANIMAL TYPES AND SIZE LIMITS**

In addition to the limits provided below, residents are not permitted to own or keep any undomesticated animals, livestock or any animal, which is in violation of the City ordinances regarding pet ownership. Only dogs, cats, fish, and birds will be permitted on the premises. Capacity limit: one (1) dog or (1) cat only.

#### **Dogs**

- a. Residents are limited to one (1) dog, no more than 20 pounds at full maturity.
- b. Residents are not permitted to own any dog trained or bred for attacking, fighting, or combat purposes.

#### **Cats**

Residents are limited to one (1) common domesticated cat, no more than 20 Pounds.

#### **Birds** (no deposit or fee)

- a. Residents are limited to two (2) birds, no more than two (2) ounces per bird.
- b. Residents are not permitted to have any birds of prey.
- c. All birds must be maintained in a self-contained cage, which is kept, clean and odor- free.
- d. Birds may not be allowed to fly free inside the apartment.

#### **Fish** (no deposit or fee)

- a. Residents are permitted to keep fish in an aquarium or fish bowl as long as the aquarium or fish bowl does not exceed 20 gallons in capacity.
- b. Residents are required to promptly remove dead fish from the apartment and to keep the aquarium or fish bowl in a sanitary manner.

### **VIOLATION OF PET POLICY**

- a. Failure by the Head of Household to adhere to the rules of the Pet Policy will cause Management to demand that the head of household remove the pet immediately from the premises.

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- b. Failure to adhere to this policy is a lease violation. Continued or serious violations could result in lease cancellation and eviction.
- c. Refusal by the Head of Household to remove a pet upon demand will be considered a serious lease violation, which could result in eviction proceedings against the Resident in accordance with the Assisted Lease.

## **ACKNOWLEDGEMENT**

I have read and understand the above Pet Policy and understand that serious or repeated violations of the Pet Policy may result in a proposed termination of my lease agreement. This policy is a part of the House Rules and becomes an attachment to the Assisted Lease.

In addition, I agree to hold Management and all employees thereof harmless from any liability which arises out of any incident involving owner's pet.

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**Head of Household** **Date**

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**Spouse or Adult Household Member** **Date**

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EMERGENCY CONTACT INFORMATION REGARDING PET:

Tenant Name and Address:

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Emergency Contact information:

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Phone: \_\_\_\_\_

If an emergency situation happens and HHA is unable to contact either the tenant or the emergency contact, the Hendersonville Animal Control will be called to evaluate the situation.

\_\_\_\_\_  
Signature of Head of Household

\_\_\_\_\_  
Date