

## **QUAD Inc. Pet Policy Attachment 4**

Tenants wishing to acquire a pet must get Management authorization in writing **prior** to allowing the pet in the household.

**General Information:** It is the policy of QUAD Inc. to allow tenants to keep common household pets as provided for in HUD Rules (4350.1, Chapter 32). "Common household pet" means a domesticated animal, such as a dog, cat, bird, rodent, fish or turtle that is traditionally kept in the home for pleasure rather than commercial purposes. Exotic Pets such as snakes and Insects are not allowed. All pets must be registered with facility management and meet the requirements listed in this policy.

### **House Pet Rules**

**Registration/Management Approval:** all pets must be registered and approved by management **before** they may be brought onto the projects premises. The pet registration must be updated annually with the tenant's annual recertification. The registration must include the following items:

- A certificate signed by a licensed veterinarian or State or local authority empowered to inoculate animals, which states that the pet has received all required inoculations required by applicable State, or local law or regulations.
- Proof of licensure if applicable
- Proof of spay or neuter if applicable
- Proof of compliance with any other requirements as required by state and local regulations.
- Information sufficient to identify the pet and to demonstrate that the pet is a common household pet.
- Name address and phone number of a responsible party who will care for the pet in case of emergency.

### **Pet Restrictions:**

- Only one pet, other than those contained in one tank or one cage is allowed per unit.
- QUAD Inc. Attendant time is not allowed to be used for the care and maintenance of pets.
- Pets are limited to 20 pounds.
- All cats and dogs must be spayed and neutered and evidence provided.
- Pets may not be left unattended in a unit for more than a 12-hour period.
- Tenants are responsible for controlling the noise and odors caused by a pet.
- Pets must be licensed if applicable by State or local regulation

### **Sanitary Standards:**

- Tenants are prohibited from permitting their pets to exercise or deposit waste in any area of the facility grounds except those designated by management.
- Tenants are responsible for picking up and disposing of removable pet waste. A waste removal charge of \$5.00 per occurrence will be charged to any tenant that does not remove their pet waste.

### ***In the case of cats or other pets using a litter box***

- The litter box must be changed at least once per week with all contents bagged and deposited in the trash. Pet odors must be controlled so as to not negatively impact the livability of the project.
- Pet waste must be separated from litter at least once per day, bagged and disposed of in the trash.

**Pet Restraint:** All pets must be appropriately and effectively restrained by leash and under control of a responsible party while in the facility hallways, common areas and grounds.

**Pet Deposit:** Tenants who own cats or dogs are required to pay a \$120.00 refundable pet deposit. The deposit will be used to pay reasonable expenses directly attributable to the presence of the pet including but not limited to the cost of repairs and fumigation of the tenant's dwelling unit and the cost of animal care facilities for the protection of the pet if necessary. The unused portion of the pet deposit will be refunded upon tenant move out or if the tenant no longer keeps the pet in the dwelling unit.

**Notice to Tenant-** Failure to register a pet, update a registration or comply with the Pet Rules is grounds for termination of tenancy. Tenants will receive a written notice and explanation of any violation of the pet rules in accordance with your lease and HUD regulatory requirements.

#### **Reasons for refusal to allow pets:**

- A pet is not a common household pet.
- Keeping a pet would violate an applicable pet rule.
- A pet owner fails to provide complete pet registration information or fails to annually update the pet registration.
- Management reasonably determines based on a pet owners habits and practices, that a pet owner will be unable to keep the pet in compliance with pet rules and other lease obligations.
- A pet's temperament may be considered a factor in determining the prospective pet owner's ability to comply with the pet rules and other lease obligations.

**Exclusion for Animals that Assist the Handicapped:** This policy does not apply to animals that assist the disabled. There is a separate policy for Service Animals. To qualify for exclusion from these rules the tenant must certify that:

- ◆ An individual has a disability, as defined in the Acts,
- ◆ the animal is needed to assist with the disability, and
- ◆ the individual who requests the reasonable accommodation demonstrates that the animal assists, supports or provides services to the person with disabilities.

### **SERVICE ANIMAL POLICY**

**Service Animals:** Service animals are not considered to be pets. A person with a disability uses a service animal as an auxiliary aid - similar to the use of a cane, crutches or wheelchair. Service animals are exempt from size limitations and pet deposit fees.

**Verification of Disability and Reasonable Accommodation for a Service Animal:** The tenant must provide written third party verification that s/he has a disability and that the accommodation is necessary to give the tenant equal opportunity to use and enjoy the project. The Service Animal must

qualify as a reasonable accommodation under Section 504 of the Rehabilitation Act of 1973 and the Fair Housing Act (the Acts). An animal qualifies as a reasonable accommodation if:

- ◆ An individual has a disability, as defined in the Acts,
- ◆ the animal is needed to assist with the disability, and
- ◆ the individual who requests the reasonable accommodation demonstrates that the animal assists, supports or provides services to the person with disabilities.

**Service Animal Requirements:**

- ◆ Tenants must register service animals with management providing identification of the animal and contact information for a designated person to care for the assistance animal in an emergency.
- ◆ Tenants with service animals are required to follow noise regulations, to dispose of animal waste appropriately, and to ensure that animals do not cause property damage.
- ◆ Tenants must control their service animal at all times so as not to disrupt the livability of the project for other tenants and staff. Service animals must be under leash control in the common areas and grounds of the project.
- ◆ Tenants must provide proof of licensure, inoculation and other requirements as required by local laws on an annual basis.
- ◆ Tenants must perform care related to service animals including picking up and disposal of waste.
- ◆ Tenants are responsible for any damages to any property caused by assistance animal.

**Animal Care and Supervision:** The tenant is responsible for the care of his/her service animal. The animal must be supervised and the tenant must retain full control of the animal at all times. This generally means that while the animal is in common areas, it is on leash, in a carrier, or otherwise in the direct control of the animal owner. When in the presence of others, the animal is expected to be well behaved (not jumping on or nipping at people, not snarling or barking, etc.).

The tenant is responsible for the proper disposal of animal waste - Never allow the service animal to defecate on any property, public or private (except the tenant's own property), unless the tenant immediately removes the waste. If you need assistance with cleanup, make arrangements for such help through family, friends or advocates.

The tenant is responsible for service animals that defecate in the interior common areas or exterior walkways of the project. The tenant is further responsible for cleaning up any accidental pet waste or hair in facility common areas and specifically facility laundry areas and equipment.

**WITNESS:**

**Quadriplegics United Against Dependency, Inc., LANDLORD**

By: \_\_\_\_\_

DATE: \_\_\_\_\_

\_\_\_\_\_ **TENANT**

DATE: \_\_\_\_\_

\_\_\_\_\_ **WITNESS**

DATE: \_\_\_\_\_