

## **Plano Community Home Sponsored Properties Pet Ownership Rules**

These rules are intended to serve as pet ownership guidelines for Plano Community Home Sponsored Properties. Modification of these rules is permitted, but must first be cleared by the management of Plano Community Home Sponsored Properties through completion of PCH's Reasonable Accommodation Policy. **Assistance Animals that assist persons with disabilities are considered to be auxiliary aids and are exempt from the pet policy and from the refundable pet deposit.**

Except where otherwise indicated, these rules apply principally to dogs and cats. For the purpose of these pet rules, "pet" is defined as any domesticated small animal which is traditionally kept in the home for pleasure rather than for utility or commercial purposes. Pet is understood to be limited to dogs, indoor cats, litter caged rodents (i.e. hamsters, gerbils, guinea pigs, rabbits, ferrets), fish, non-poisonous, small reptiles which can live appropriately in a 10 gallon tank and birds. These rules are in compliance with federal regulations and distinguish cats and dogs from other pets as "fur bearing" animals.

### **Eligibility and Application**

Residents desiring to have dogs and/or cats living with them must first complete an initial Pet Registration/Application which must be approved by management before the pets will be admitted for residence. Small birds, and small caged animals as noted above and fish need not apply for admittance.

Those pets eligible to reside at Plano Community Home Sponsored Properties must meet the following criteria:

- All fur bearing animals shall weigh no more than thirty (30) pounds at time of maturity and stand no more than eighteen (18) inches at the shoulder.
  - Puppies shall be understood to mature at the height and weight not to exceed these height and weight restrictions.
  - PCH will refer to the American Kennel Club standards in regards to the height and weight of a particular breed of dog at maturity.
  - A non-documented animal will be assumed to mature at the height and weight not to exceed this height and weight restrictions. If the pet exceeds these height and weight

restrictions, the owner will be asked to remove the pet from the property.

- Female dogs and cats over six (6) months must be spayed and males over eight (8) months must be neutered, unless a letter is received from a licensed veterinarian giving medical reason why such action is detrimental to the pet's health.
- All cats should be declawed prior to occupancy.
- Pets must be inoculated in accordance with state and local law. All inoculations must be current and kept up to date. Owners will be asked at recertification for updated inoculation information on their pets. (For more information, please refer to the City of Plano and City of Denton pet ordinances.)
- Pets must also wear a tag bearing the owner's name, address and phone number.

### **Restrictions of Pets**

- No more than two small fur bearing pets are permitted in an apartment.
- There may be no more than two birds or small caged animals per apartment.
- No limit is placed on the number of fish. The size of the fish tank may not exceed ten (10) gallons.
- Visiting pets are not allowed on PCH Sponsored Properties without the prior permission from management. Those pets staying overnight must have a current inoculation certificate on file in the business office. No sick or injured pet will be accepted for occupancy, nor be able to continue living in a PCH Sponsored property apartment without consultation and written acknowledgement from a veterinarian as to the condition of the pet's ability to live in an apartment situation. Final acceptance, regardless of documentation and consultation, is left to the discretion of the management.

### **Registration of Pets**

- Pet owners must register their pets with the administrator before the pet is brought on campus and at each subsequent annual resident recertification.
- Registration of dogs and indoor cats requires proof of a current dog or cat license with the city and an up-to-date proof of inoculations.

- Cats, in addition to the inoculations specific to its species, must also have current feline distemper shots.
- Dogs must have certificates of its specified inoculations including, heartworm, parvo and rabies.
- Sufficient information, which will be used to identify the pet and show that it is a common household pet, is also required.
  - Management will take a picture of the pet for identification/owner related purposes and keep it in the pet owner's file.
- A letter from the veterinarian, which verifies that a cat or dog has been spayed or neutered, is required prior to admission.
- The name, address and phone number of at least two responsible parties who will care for the pet, if the owner dies or is unable to provide care, is also required at admission.
  - It is the responsibility of the pet owner to inform management of any change in the names, addresses or telephone numbers of persons designated as alternate caretakers.
- Any expenses relating to alternate caretakers are the responsibility of the pet owner.

### **Pet Deposit**

- Each dog and indoor cat owner must provide a pet security deposit in the amount of \$ 50.00 when the pet is brought into the unit and \$10.00 each subsequent month until a total \$ 300 pet deposit is reached. This deposit is in addition to the pet owner's standard rental deposit. If the pet owner chooses, he/she may pay the full pet deposit or more than \$10 per month.
  - Charges against the pet deposit include, but are not limited to, the replacement of carpet if any damage has occurred, Clorox washing of the floor and the application of a sealant and extermination charges of flea foggers.
- This deposit shall be maintained in a separate account as provided for by state law and HUD regulations for the maintenance of security deposits.
- This amount was set by publication of a notice in the *Federal Register* by HUD and may change periodically with future publications.
- When the pet owner either moves from the property or no longer owns or keeps a household pet in the unit, the unused portion of the pet deposit will be returned within a reasonable time.
- The pet deposit requirements do not apply to assistance animals.

## **Pet Behavior**

- No pet shall make noise which interferes with the comfortable living of other residents. Barking and/or whining dogs and crying or “caterwauling” indoor cats will not be considered acceptable pets.
- Pets and visiting animals shall not be brought into “non-pet areas” such as public lobbies, community rooms, laundry rooms, elevators, other public gathering spaces or the other floors or wings of the building.
  - When dogs or indoor cats are moved through the building, they must be moved from the resident’s apartment to the nearest outside exit, avoiding all public areas where possible.
  - Those owners living on the second or third floors must take dogs and indoor cats up and down the stairs when exiting and entering the building. Should the pet owner be unable to use the stairs, he/she must have an approved reasonable accommodation on file in the business office and will still be required to transport pets in a cage.
- All household pets must be under the control of a responsible individual while on the common areas of the property.
- All pets must be effectively and appropriately restrained and under the control of a responsible individual while on the common areas of the property.
- Pets should never be unattended or allowed to roam the property freely; this includes both indoor and outdoor areas.
  - Plano Community Home Sponsored Properties is not at all responsible and cannot be held liable for any injuries or death sustained when the pet is not under the control of its owner nor being restrained properly.
- Any pet that bites, attacks, or demonstrates other aggressive behavior toward humans, or other pets, will not be allowed to live or continue to live at Plano Community Homes Sponsored Properties nor will visiting animals be able to return.
- Plano Community Home Sponsored Properties recognizes that pets can be therapeutic for those who enjoy, own and care for them. However, pets can be threatening to others who, for whatever reason, are fearful of or allergic to animals. Please exercise common courtesy to residents and staff in dealing with your pet.

## **Pet Owner's responsibilities**

### **Sanitation and Odor**

- Dogs and cats are required to be “house broken”. Cats must be litter box trained and dogs must be able to exercise outside the building.
- Management has designated the areas on the very perimeter of the property to be used exclusively for the purpose of exercising dogs.
  - Pet owners must immediately pick up feces, put it in a bag, tie it securely and deposit it directly in an outside dumpster.
- Indoor cat owners are required to remove pet waste from litter boxes three times a week. The feces should be placed in a strong plastic bag, tied securely and taken to the outside dumpster.
- The owner is also responsible for removing the old litter from the box and replacing it with new litter once a week.
  - Old litter should be placed in a double bag, tied and deposited directly in the outside dumpster.
    - If the owner has a home health aide, family member or other person who takes out the trash for them, it is the responsibility of the owner to inform the assistant of the proper disposal procedure.

### **Flea Control**

- It is the responsibility of the pet owner to obtain a statement from the veterinarian that the pet is flea free prior to its moving into the apartment.
  - This statement should be filed with management.
  - The pet owner is also responsible for filing documentation every twelve (12) months that the pet continues to be flea free.
- Should any flea problems develop, the pet owner, at his/her expense, will have the apartment exterminated by a licensed exterminator.
- The apartment should be maintained as a flea free environment during the resident's tenancy at PCH Sponsored properties.

- It is suggested to the pet owner that he/she uses a flea control program such as sprays, mists, oil behind the neck, etc. to maintain a flea free pet.
- Upon move-out, PCH Sponsored property management will treat the apartment for fleas if necessary and the cost will be charged against the Pet Deposit.

### **Liability**

- Residents owning pets shall be liable for the entire amount of all damages to Plano Community Home Sponsored Properties caused by their pet.
- All cleaning, defleaing, and deodorizing required to be used by PCH and/or repairs made from pet damage will be charged to the pet owner in addition to any labor costs also involved.
- Pet owners shall be strictly liable for the entire amount of any injury to the person or property of other residents, staff or visitors of PCH Sponsored properties caused by their pet and shall indemnify the owner of Plano Community Home Sponsored Properties for all costs of litigation and attorney's fees resulting from such damage.
- Plano Community Home Sponsored Properties strongly encourage pet owners to obtain renter's insurance to help cover some or all of any damages caused by the pet.

### **Emergencies**

- In cases of emergency, when management is unable to reach the alternate caretaker(s), the pet owner agrees to allow management to place the pet in an appropriate boarding facility, safe environment or with a volunteer and all fees and costs associated with such being billed to the pet owner.
- Within five (5) days of such an emergency, the resident, his agent family or estate must make arrangements with the holder of the said pet as to its disposition, and shall be responsible for all obligations, financial and otherwise, in such disposition.
- The resident pet owner absolves management, and/or its agents, of any or all liability, financial or otherwise for actions taken on behalf of the pet owner, or the well-being of the pet.
- Sick or injured animals or those pets admitted which suffer from illnesses, injury, or abuse must be immediately taken for veterinary care at the pet owner's expense.

- Plano Community Home Sponsored properties reserve the right to have any sick or injured animals removed from the property.
  - In the event of your absence and Plano Community Home Sponsored properties being unable to reach your alternate contact person(s), the management reserves the right to provide care for your animal in any manner deemed appropriate including calling animal control or taking the animal to a veterinary clinic and all related costs of such required action will be your responsibility.

### **Complaint Process and Rule Enforcement**

- Residents who have a complaint about a pet must obtain an incident report from the office, complete it and return it to the office. If the incident/complaint is not in writing, the problem cannot be investigated and resolved. Please also report the problem to the staff on duty. We do have staff coverage 24 hours a day and need the staff to verify the complaint.
- Those validated complaints/incidents are considered lease violations. Therefore, the Lease Violation Policy will be followed.
- The pet owner may be asked to remove the pet from the premises and provide management with a signed affidavit stating that the pet has been removed, is no longer on the premises and will not return to the premises in the future. Misrepresentation of this affidavit will be grounds for eviction of the resident.
- Management exercises the right to act immediately in insisting an offending pet or visiting animal be removed within situations deemed to be of an emergency nature.

### **Reasonable Accommodation Policy**

- If necessary, please see the Service Coordinator to obtain information on requesting a reasonable accommodation to the Plano Community Homes Pet Policy.
  - Animals to assist the visually and/or hearing impaired and other persons with disabilities will not be required to meet the limitations as to pet size or limitations on overall number or location of pets, but will be required to meet all other aspects of these rules.

**Refusing Pets**

- Management may refuse a pet(s) if:
  - a) The pet is not a common household pet;
  - b) The keeping of the pet would violate any applicable house rules or pet ownership rules; or
  - c) The pet owner fails to provide complete pet registration initially or annually thereafter.
- If the management chooses not to accept a pet as a result of not meeting the criteria written in these Pet Rules, the pet owner will receive written notice of such decision.

**Acknowledgements**

- By signing below, the resident(s) understands that common household pets kept in their apartment, if approved by management, are subject to Pet Ownership Rules and that the resident(s) agrees to comply with these rules and that a violation of any of these rules may be grounds for removal of the pet or termination of the pet owner’s tenancy or both.
- By signing below, the resident(s) understands that management may modify these rules at any time and resident(s) will receive 30 days written notice prior to implementation of new rules.
- By signing below, the resident(s) understand that a pet deposit is required and agrees to pay \$50.00 immediately upon approval of registered pet and \$10, due on the 1<sup>st</sup> of each month after initial payment, until the \$300 pet deposit is paid in full.

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**Resident** **Date**

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**Resident** **Date**