

RESOLUTION NO 2016-27

RESOLUTION BY THE BOARD OF COMMISSIONERS  
OF THE HOUSING AUTHORITY OF THE TOWNSHIP OF BRICK  
AMENDING THE PET POLICY

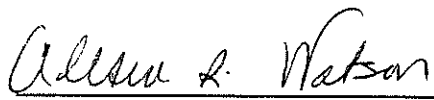
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**BE IT RESOLVED**, that the Pet Policy of the Housing Authority of the Township of Brick is hereby amended and attached hereto:

**BE IT FURTHER RESOLVED** on June 27, 2016 that all Resolutions previously adopted that are inconsistent with the above are hereby rescinded.

Board Member	Yes	No	Abstain	Absent	Motion	Second
Commissioner Catalano	X				X	
Commissioner Russell	X					
Commissioner Terebush	X					
Commissioner Dyer	X					X
Commissioner Dunne	X					
Vice-Chairman Scaturro	X					
Chairman Schick	X					

SEAL



Alesia R. Watson, PHM RPPO  
Secretary/Executive Director

**HOUSING AUTHORITY OF THE TOWNSHIP OF BRICK**

**PET POLICY**

**TABLE OF CONTENTS**

IMPLEMENTATION AND GRANDFATHERING OF PETS.....1

PURPOSE.....1

GOVERNING LAW.....1

APPLICABILITY.....1

**EXCLUSION FOR ANIMALS THAT ASSIST THE HANDICAPPED..2**

PREAMBLE.....3

APPLICABLE POLICIES.....3

DANGEROUS ANIMALS.....3

PET PERMIT AND REGISTRATION.....4

CONDITION FOR INSURANCE OF PET PERMIT.....4

PET MANAGEMENT PLAN.....6

PET CONTROL.....6

PET WASTE.....7

VISITING PETS.....9

INSPECTION OF APARTMENT.....9

PETITION OF REMOVAL.....10

PET COMMITTEES.....10

REVOCATION OF PET PERMIT.....10

DAMAGES.....11

ALTERNATIVE CARE FOR REMOVAL OF A PET.....11

DEATH OF PET.....12

PET EMERGENCY CARE PLAN.....12

EMERGENCY PROVISION.....12

REASON FOR REFUSAL TO REGISTER AN ANIMAL.....12

PET PERMIT.....14

ATTACHMENT "A" (BRICK TWP NOTICE RE: CAT & DOG OWNER)

ATTACHMENT "B" (PET SECURITY DEPOSIT FORMS)

TOWNSHIP REGULATIONS – (PAGES ONE THROUGH SIX)

## **HOUSING AUTHORITY OF THE TOWNSHIP OF BRICK**

### **PET POLICY**

The United States Department of Housing and Urban Development will allow pet ownership for the residents of federally owned and operated housing units, in order to abide by the requirements under the Quality Housing and Work Responsibility Act of 1998.

### **IMPLEMENTATION AND GRANDFATHERING OF PETS**

All pets currently owned by tenants of the Housing Authority of the Township of Brick who have been included in the pet survey of 10/23/01 are hereby grandfathered and will be issued a Pet Permit provided that the pets meet all of the requirements for a Pet Permit as described herein. After the death or disposition of grandfathered pets, the quantity of pets allowed will be controlled by Paragraph "Pet Management Plan" and the requirements to obtain a new "Pet Permit" will now require a pet security deposit. These rules do not apply to service animals that assist persons with disabilities. Nothing in the new law allows public housing agencies to limit weight of service animals or impair the rights of persons with disabilities to keep a service animal. (Sufficient proof is required.) Moreover, the intent of the new law is to allow pet ownership in federal public housing. Thus, a PHA may not discriminate against pet owners or potential pet owners in connection with admission to, or continued occupancy of public housing.

### **PURPOSE**

This Pet Policy has been adopted to provide reasonable rules governing the keeping of common household pets by residents of the Authority's owned and managed dwelling accommodations. These rules were adopted to further the contractual interest of the Authority in its continual interest to provide a decent, safe, and sanitary living environment for existing and prospective residents and in protecting and preserving the physical and financial interest in the Authority's facilities.

### **GOVERNING LAW**

Subpart C - Rules governing and Keeping of Pets 24 CFR 966 (24 CFR 942.20 et seq.).

### **APPLICABILITY**

In accordance with applicable state, local, and federal regulations, this policy shall be applicable to all residents and prospective residents of the Housing Authority of the Township of Brick's dwelling units.

Animals that are used to assist the disabled are excluded from 24 CFR 924.15 – Notice to Tenants.

Residents are permitted to own and keep common household pets in their dwelling units in accordance with this Pet Policy and Pet Rules. Residents are strictly prohibited from keeping common household pets that are not housed within the resident's unit.

**EXCLUSION FOR ANIMALS THAT ASSIST THE HANDICAPPED.**

**The rules for common household pets do not apply to individuals with animals that are used to assist handicapped persons (e.g., guide dogs for persons with vision impairments, hearing dogs for persons with hearing impairments, and emotional support animals for persons with chronic mental illness).**

**a. This exclusion applies to animals which are used to assist handicapped residents and persons that visit these premises.**

**b. In order to qualify for this exclusion, the handicapped resident must supply the Authority with all of the following items by appropriate documentation and/or sworn testimony:**

**1. The tenant or a member of his/her family is handicapped, as certified by an appropriate licensed medical professional. Non-physical handicap is defined as a person suffering (a) from any mental, psychological or developmental disability, (b) resulting from an anatomical, psychological, physiological or neurological condition that either (i) prevents the normal exercise of any bodily or mental functions or (ii) is demonstrable, medically or psychologically, by accepted clinical or laboratory diagnostic techniques. Non-physical handicap must be established by a description of symptoms, proof of mental disability, the extent of disability, and the degree to which the proposed service animal will improve the disability.**

**2. The animal has been trained to assist persons with that specific handicap. The training certification must accompany the tenant's application, showing that the animal has been individually trained to do work or perform tasks for the benefit of the disabled person.**

**3. The animal actually assists the handicapped individual in the ability to function, as established by acceptable documentation and/or testimony from an appropriate medical professional.**

**4. The Authority reserves the right to request that the medical professional and/or animal trainer appear before the Authority for an in-person review of the above criteria.**

**c. Handicap service animals and their owners, however, will be required to comply with the behavioral regulations set forth below to the greatest extent possible, without limiting the ability of the service animal to provide necessary assistance to handicapped persons. To this end, the owner of a handicap service animal must review the Housing Authority's Pet Policy and specifically identify in writing each rule or requirement that is inapplicable due to the owners specific disability and/or the service animal's specific function.**

## **PREAMBLE**

A resident of a dwelling unit in public housing may own a common household pet or have a common household pet present in the dwelling unit of such resident, subject to the reasonable requirements of the Housing Authority of the Township of Brick (HATB), if the resident maintains such pet:

1. Responsibly, **and without annoyance or nuisance to Housing Authority residents and without creating any problems in common areas or facilities;**
2. In accordance with all applicable state and local public health, animal control and animal anti-cruelty laws & regulations; and
3. In accordance with the policies established in the Housing Authority's Annual Plan for the agency, which policies are set forth below; and
4. Incorporation In Leases – Pet Policy shall be incorporated by reference into the resident Lease between Tenant and the Housing Authority. Violation of the rules may be grounds for removal of the pet or termination of the pet owner's tenancy (or both).

## **APPLICABLE POLICIES**

### **Pets are defined as:**

- A. Domesticated short haired dogs not exceeding 20 pounds in weight fully grown and meeting other requirements of this Policy.
- B. Domesticated cats not exceeding 15 pounds in weight fully grown and meeting other requirements of this Policy.
- C. Fish in approved tank not exceeding 20 gallons of water.
- D. Domesticated birds in approved cages.
- E. No other living creature shall be considered as a pet.

## **DANGEROUS ANIMALS**

HUD's Final Rule allows HATB to prohibit "certain types of animals that the HATB classifies as dangerous, providing that such classifications are consistent with applicable state and local law..." "Nothing in this pet rule prohibits a PHA or appropriate community authority from requiring the removal of any animal from a project if the pet's conduct or condition is duly determined to constitute, under the provisions of state or local law, a nuisance or a threat to the health or safety of other occupants of the project or of other persons in the community where the project is located, or if the species of animal in question is prohibited under state or local law."

## **PET PERMIT AND REGISTRATION**

Prior to placing a pet into residency in any Brick Housing Authority's administered complexes applicant tenant must file an application for a Pet Permit. A Pet permit will be issued after all initial conditions of this Policy have been met.

Registration should include the following:

- A. Documentation from a veterinarian or a state or local authority empowered to inoculate animals (or designated agent of such an authority) attesting that the pet has received all inoculations required by applicable state and local law and that in his/her judgment, taking the animal's age, medical condition, and other factors into consideration, the pet appears to be receiving proper care. Consideration will be given to requests to register a companion animal that has not been inoculated if the owner produces a statement from a veterinarian attesting that the pet should not be inoculated for medical reasons.
- B. At the time of registration or, in the case of underage animals within 30 days of the pet reaching six (6) months of age, veterinary certification stating either that the pet has been spayed or neutered, or that subjecting this particular pet to the procedure would be temporarily or permanently medically unsafe or unnecessary.
- C. Proof that the pet has been licensed in compliance with local animal control laws. (See attachment "A")
- D. Information sufficient to identify the pet, including license tag number and a photo, to demonstrate that it is a common household pet.
- E. The name, address, and phone number of two (2) responsible parties (sponsors) who will care for the pet in the event that the owner is no longer able or willing to do so.

## **CONDITION FOR INSURANCE OF PET PERMIT**

- A. Applicant must file a Certificate of Insurance with the Housing Authority certifying that applicant has renter's insurance with liability and property damage coverage in the amount of \$10,000.00 (applies to both cat and dog). This is suggested for those residents whose pets have been authorized to reside on the premises of the Housing Authority prior to the adoption of this policy.
- B. Applicant must file a Certificate of Municipal Registration of the pet in accordance with local ordinances, (applies to cat and dog). (See attachment "A")

- C. Applicant must file evidence in the form of an acceptable certificate that pet is in good health providing their companion animals with all required vaccinations and inoculations, appropriate and recommended veterinary care, as well as veterinary medical attention for acute or chronic illness, accidents, or other conditions that affect an animal's health and well-being. Tenants must keep their companion animals responsibly, which means: Spaying and neutering of dogs and cats is an essential component of responsible pet ownership and should be required as a condition of ownership, except where the surgery would be medically unsafe or unnecessary for the animal. A spay/neuter requirement will ensure that unwanted animal births are prevented and that pet ownership in federally assisted public housing does not contribute to the problems of indiscriminate breeding of dogs and cats and the resulting national pet overpopulation crisis that already strains overcrowded shelters. Moreover, spaying/neutering has positive health and behavioral effects. Perhaps the most significant benefit is that spayed/neutered dogs are three times less likely to bite than are dogs that have not been sterilized. Neutered male dogs and cats are less at risk for testicular cancer and do not engage in territorial urine marking. Spayed females do not experience heat cycles and exhibit less noise and aggression associated with a cycle. Spayed/neutered animals are also less likely to roam or bolt from their homes. Clearly, spaying/neutering benefits the animal; the pet owner, through fewer safety and veterinary concerns; and other tenants and management, through reduced concerns about property damage and disruptive pet behavior. In any setting, but especially in dense multifamily complexes, spayed/neutered animals make better, more welcome tenants, as well as happier and healthier companions for their owners.
- D. Applicant must certify and agree to the general terms and conditions of the management of said pet and acknowledge that the Pet Permit can be revoked for failure to follow pet management rules.
- E. Prior to issuance of Pet Permit, applicant agrees to post a pet security deposit of \$300.00 for a cat, \$300.00 for a dog, and \$25.00 for a bird or fish tank. Said security deposit will be applied to damages caused by the pet, if any. Pet security deposits may be paid in installment payments of at least ~~\$25.00~~ *\$10 per month*. Upon tenant vacating apartment, tenant shall also be liable for any deficiency in the amount of the deposit as applied to specific damages. The unexpended portion of the posted security (held in an interest – bearing account) if any, shall be refunded to the tenant upon vacating apartment. *No pet security deposit will be required for animals that meet the requirements of the above EXCLUSION FOR ANIMALS THAT ASSIST THE HANDICAPPED, however, such pet owners will still be liable for any damages caused by their pets.*
- F. Applicant must file, as part of the application process, a “Pet Emergency Care Plan” in case applicant is unable to care for said pet in an emergency and which will empower the Housing Authority to transfer pet care responsibility to an approved friend or relative of the applicant of the premises of the Housing Authority property.



### **PET MANAGEMENT PLAN:**

- A. Limit one Pet Permit per tenant.
- B. Limit one cat, or one dog, or one 20-gallon fish tank with fish or one bird cage with birds per Pet Permit.
- C. Pets are to be confined to apartment unless on a leash or carried in tenants arms or carrier.
- D. Pets shall not wander without attended restraint (leash) in common areas of building or on the grounds.
- E. In the event that the tenant leaves the building in an emergency, pet is to be provided for in accordance with the "Pet Emergency Care Plan" within 4 hours of departure.
- F. Dogs and cats must always be kept in tenant's arms or pet carrier when outside of tenant's apartment at all times within the building and be secured by a leash at any time they are brought outside of the building.
- G. Pets must always be accompanied by and under the control of the owner(s).
- H. Pets are not allowed to remain stationary in any common area, such as building entrances, lobbies, hallways, community room, laundry room, etc., which may be used for ingress and egress purposes.
- I. No outdoor cages, runs, shelters, or the like, may be constructed.
- J. Residents are strictly prohibited from allowing their pet to relieve themselves in/on Housing Authority common areas. (See pet waste) Further, it is the responsibility of the pet owner to remove, clean up and properly dispose of the pet's excrement on a DAILY basis.
- K. Pets (both cat and dog) are required to wear identification tags at all times.

### **PET CONTROL**

- A. Pet – owning tenants are expected to: appropriately train and care for their companion animals to ensure that they are not a nuisance or danger to other tenants and do not damage Housing Authority property.
- B. Pet – owning tenants must: not subject, nor allow others to subject their companion animals to abuse, neglect, or inhumane or cruel treatment nor cause them pain, injury, or suffering whether deliberately or through negligence.

- C. Tenant must keep pet in arms or carrier at all times within the building. When outside, pet is to be on a leash.

### **PET WASTE**

Tenant shall control pet to ensure that pet uses only the designated area or litter box for urination or defecation in apartment or housing grounds.

Tenant acknowledges responsibility for the cleanliness of pet and removal of pet waste from building daily by:

1. Placing cat litter waste into bags and brought out to the dumpster or placed in trash chute. No liter or feces is to be flushed down the toilet.
2. Placing dog on leash and taking dog to established "Pet Relief Area" as designated.
3. The immediate removal of dog waste from the dog designated pet waste area located which is outlined below.

### **DESIGNATED "PET RELIEF AREAS":**

The following pet walking and urination or defecation areas are designated for the use of the residents under the "Pet Policy" rules and regulations.

Forge Pond – behind building on shuffle board concrete (only).

George J. Conway – behind building on shuffle board concrete (only).

David Fried – on the grassy area to the left of building 10 (only).

**NOTE:** Tenants are not to store pet waste in their apartment or flush pet waste with or without "Kitty Litter" down the toilet, sinks, or bathtubs at any time.

4. Tenant pet owner must prevent pet from damaging property (within apartment, common areas, grounds or personal property of others), and assume all liability regardless of fault in cases where said pet contributes to or causes property damage or personal damage.
5. Tenant agrees to manage pet in such a way that it does not contribute to complaints from other tenants regarding behavior and activities of said pet.
6. Pet owners must control the noise and odor caused by a pet.
7. Pets shall not at any time interfere with the delivery of maintenance or management or social services provided by the Housing Authority or private delivery contractors.

8. Pets disturbing the peace and tranquility of neighbors through noise, smell, animal excrement, or other nuisance which is substantiated, must be removed from the premises.
9. It is the owner's responsibility to properly maintain and care for his/her pet.
10. The resident will be responsible for the cost of exterminating his/her unit to supplement regular Housing Authority maintenance pest control, if said service is deemed necessary by the Housing Authority, (i.e. fleas).
11. Residents will not encourage stray animals to congregate or inhabit on or in the Authority buildings or grounds, including, but not limited to, feeding stray cats, dogs, or wild animals. Said animals will be removed from the Authority premises by appropriate animal protection agencies and the cost could be charged to the tenant violating this rule.

#### 12. BIRD OWNER REQUIREMENTS

No more than 2 birds to a unit will be permitted: canaries, parakeets, lovebirds or parrots.

The cage must be no larger than 3 feet high and 2 feet wide.

Cages must be cleaned daily.

Debris from cage must be disposed of in a sealed plastic bag and deposited in an outside receptacle for refuse. No debris from cage is to be flushed down the toilet.

Birds must be caged at all times.

Birds must be healthy and free of disease.

If for any reason the bird or birds are suspected of being infested with mites, the Tenant will be requested to immediately take the bird or birds to the veterinarian for examination and treatment if necessary. If mites are found, the Tenant will be responsible for, within 5 days, and at the pet owner's expense, exterminating the unit.

Birds are not permitted to be left alone in an apartment for more than 2 days unless arrangements for daily care have been made by the owner.

#### 13. FISH OWNER REQUIREMENTS

Only one fish tank per unit will be permitted and is limited to a 20 gallon size.

Fish tank must be cleaned once a month. Waste water from tank or bowl (liquid only) must be flushed down the commode, unless tank has a filter and pump.

Fish may not be alone in the unit over one week unless arrangements for daily care have been made by the owner.

Pet owner must be aware when cleaning or filling fish tanks that any water damage done to this apartment or apartments under tenant will be billed to the pet owner.

#### 14. PET – GENERAL

Pets must only go directly from their floor to the elevator and down to first floor to main entrance door.

Only one pet is allowed in an elevator at a time. If one pet is in the car when it stops at a floor, the pet owner must wait for another car without a pet.

Any pet suffering illness must be taken within 2 days to a veterinarian for diagnosis and treatment. The Brick Housing Authority must, upon demand, be shown a statement from the veterinarian indicating the diagnosis. Any pet suspected of suffering symptoms of rabies or any other disease considered to be a health threat must be immediately removed from the premises until signed evidence from a veterinarian can be produced to indicate the animal is not so afflicted.

#### VISITING PETS

Visiting pets are not allowed in any complex at anytime. ***This regulation does not apply to visitors with appropriately documented and approved handicap service animals.***

#### INSPECTION OF APARTMENT

Tenant agrees, as a condition of accepting the Pet Permit, that tenant's apartment will be available for inspection of compliance with Pet Policy at any time during working hours and on thirty (30) minute notice. Pet owners shall agree to periodic inspections (not less frequently than annually), to be sure pets and units are being cared for properly. Units may also be subject to inspection when, in the opinion of the complex manager, there is a reasonable basis to believe that pets and/or units are not being cared for properly; that the health, well-being or safety of the pet is in danger; that the conduct or condition of the pet in the dwelling unit constitutes, under applicable state or local law, a nuisance or a threat to the health or safety of the occupants or the complex or other persons in the community where the complex is located, or that a pet has caused substantial damage to a unit.

## **PETITION OF REMOVAL**

Upon petition by the "Pet Committee" alleging complaints against the pet owner for noncompliance of Pet Policy, tenant agrees to a hearing on said infraction by the Housing Authority and to abide by the determination of said hearing, including removal of pet if such is the decision resulting from the hearing.

## **PET COMMITTEES**

Each housing complex under the jurisdiction of HATB will establish a Pet Committee consisting of pet-owning tenants, non-pet owning tenants, and other community volunteers knowledgeable in the field of pet ownership or public housing. This Committee will reduce the housing manager's day-to-day pet-related workload by providing in-house pet management. Its responsibilities will include but not necessarily be limited to the following:

- A. Review pet registration applications and recommend approval or denial.
- B. Review compliance with pet ownership regulations.
- C. Serve as the first point of contact in pet-related complaints, which should be provided in writing. The Committee should be empowered to investigate the dispute, interview the relevant parties and work with them to achieve a resolution, and enforce a decision. Any party dissatisfied with the resolution may appeal to the housing management.
- D. Determine appropriate responses in cases where a problem related to pet ownership has been found to exist, which may include, depending upon the severity of the infraction or whether it is a first-time or repeat offense, issuing a warning, setting a deadline for correction of the problem, imposing a fine, prohibiting pet ownership in the future (while allowing the current pet to remain), requiring that the pet be relinquished, or eviction.

## **REVOCATION OF PET PERMIT**

- A. Revocation of Pet Permit may occur upon occasion of the following:
  - 1. Upon death of pet.
  - 2. Upon permanent removal of pet from the complex for the reasons stated below.
- B. Upon determination by management of project, the following conditions may be considered causes for revocation:
  - 1. Pet has caused damage to apartment, common areas, personal property or persons.
  - 2. Pet has bitten, scratched or caused injury to any person.

3. Pet makes animal sounds that are generally annoying to tenant and management, for example: Loud or repeated barking dog or a loud meowing cat.
4. Pet defecates or urinated in apartment, elevators, common area or non-designated pet walking & urination/defecation areas (outlined within policy).
5. Pet is found out of Control by management:
  - a. Dog/cat off lease outside the apartment
  - b. Bird not caged.
6. Upon expiration of municipal animal license.
7. Upon expiration of inoculation.
8. Upon any determination by the Housing Authority that pet is a danger and hazard to the health and safety of tenants, management and guest of housing development.

### **DAMAGES**

Damages caused by pet as determined by apartment inspection, shall be repaired/replaced by management at full repair/replacement cost at time of discovery of damage. Tenant shall be liable for full repair/replacement cost. Such cost will be deducted from pet security deposit or billed directly to pet owner.

### **ALTERNATIVE CARE FOR REMOVAL OF A PET**

The HATB shall contact the alternative caretaker 24 hours after the Pet Committee or housing management has been unable to reach the owner under the following circumstances: It is clear that the owner is not caring for, or cannot care for, his/her companion animal; when a question about the health or well-being of the animal arises; the animal's behavior poses a threat to other tenants, community residents or staff; or there is a danger of serious bodily harm to a person or animal and two attempts to reach the owner have failed.

If the caretaker(s) cannot be reached or refuses to cooperate, the Pet Committee should attempt to find someone who will care for the pet temporarily or, if need be, permanently. If that effort fails, then the HATB may contact the appropriate state or local authority and request that it remove the pet from the unit and care for the pet until the pet owner or a representative is able to resume responsibility for the animal or, if not possible, for as long a period as is consistent with the facility's policy. In that case, all reasonable efforts should be made to adopt the animal to a suitable home. In no event shall an animal be released, transferred, or sold for use in research in those states that permit such release, transfer, or sale. The costs of such care will be the owner's responsibility, but if the owner is unable or unwilling to pay, then the pet deposit the owner has paid may be used to cover the expenses.

Separate provisions should be made for pet care when an owner's absence will be temporary but extended (due, for example, to a hospital stay). In such cases, where the alternate caretaker is unable or unwilling to care for

the animal for the time needed but the owner did not have time to make other arrangements, the Pet Committee should make every effort to find a temporary placement with another resident or otherwise in a private home. (Local shelters can often help through referrals to foster care families.) Only in the event of the failure of these efforts under these special circumstances should a pet be placed in a shelter.

### **DEATH OF PET**

The tenant shall be responsible for arranging for burial or other disposal, off the premises, of the pet in the event of death of the pet.

### **PET EMERGENCY CARE PLAN**

The owner of the pet must provide two (2) sponsors, who will be responsible for the care of the pet in the event the tenant is incapacitated or taken from the apartment, or is otherwise unable to care for the pet. Both sponsors preferably, will be neighbors, friends or relatives of the tenant, within close proximity to the tenant.

### **EMERGENCY PROVISION**

If a tenant owning a pet is incapacitated or dies, and the pet's health and/or safety is threatened and there is no designated sponsor available to remove the pet, or local or State Authority the tenant must place a provision in the Lease permitting the Authority to enter the premises, remove the pet and place the pet in a facility for not less than thirty (30) days. Before taking such action the Authority must establish that the responsible parties listed on the pet registration are unwilling or unable to care for the pet. Costs for pet placement as stated above will be paid from the Pet Security Deposit.

### **REASON FOR REFUSAL TO REGISTER AN ANIMAL:**

- A. It is not a common household pet.
- B. The tenant refuses to provide complete pet registration information or to update the registration annually.
- C. The applicant has previously been charged with animal cruelty under state or local law; or has been evicted, had to relinquish a pet or been prohibited from future pet ownership due to pet rule violations or a court order.
- D. The HATB determines that, based on the tenant's habits and practices, including conditions in the dwelling unit, he/she will not be able to keep the pet in compliance with the pet rules and other lease obligations; the pet's behavior may be considered as a factor in determining the prospective pet owner's ability to comply with the pet rules or other lease obligations. Where a pet's behavior is determined to be a factor, the pet owner shall be entitled to use the services of a

recognized animal behaviorist to remedy the behavior causing the problem before a final decision is made to remove the pet. When registration is denied, the tenant should be provided with the reasons in writing (including notice of any pet rule violations) within 10 business days of submission of an application for registration and be given 30 days within which to appeal the decision through the Pet Committee or to amend the registration to comply with the pet rules.

The pet rules should provide for a member of the Pet Committee to be present at any proceeding where a determination will be made as to a tenant's ability to keep a companion animal.

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Tenant)

\_\_\_\_\_  
(Tenant)

\_\_\_\_\_  
(Apartment #)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Sponsor)

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(Telephone #)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Sponsor)

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(Telephone #)



PET PERMIT # \_\_\_\_\_

1. Parties and dwelling unit  
The parties of this permit are the Housing Authority of the Township of Brick, hereinafter referred to as the Management/Landlord, and \_\_\_\_\_ hereinafter referred to as the tenant. The landlord leases to the tenant unit # \_\_\_\_\_ located at \_\_\_\_\_.
2. Length of time (Term): \_\_\_\_\_  
The term of this permit shall begin on \_\_\_\_\_ and end in accord with the applicable provision of the Pet Policy.
3. Pet Security Deposit:  
The tenant has deposited \$ \_\_\_\_\_ with the landlord. The landlord will hold the pet security deposit for the period the pet occupies the unit. After the pet is removed from the unit, the landlord will determine whether the tenant is eligible for a refund of any or all of the Pet Security Deposit, and make such refund within approximately (30) days. The Housing Authority agrees to place the deposit in an account of the type required under applicable State Law, comply with such applicable law as to retention of the deposit, interest, and return of the deposit or portion thereof to the resident, and any other applicable requirements. This pet security deposit is not required for grandfathered pet owners.
4. The tenant agrees to obtain renter's insurance with liability in the amount of \$10,000.00 and property damage coverage prior to issuance of the pet permit, and to keep the insurance current as long as the pet resides in the unit. It is suggested that owners of grand fathered pets obtain renters insurance. (See page 3A – condition for insurance of pet permit.)
5. The tenant agrees to file a copy of any Municipal Registration or license with the landlord and to keep same current.
6. The tenant agrees to keep the pet properly inoculated for rabies and distemper, and to file proof that such inoculations or vaccinations are current on an annual basis.
7. The tenant agrees to assume all personal financial responsibility for damages to any personal or Housing Authority-owned property caused by the pet, and assumes personal responsibility for personal injury to any party caused by the pet.
8. The tenant hereby certifies and agrees to the general terms and conditions of the management of this pet by the tenant, and understands and acknowledges that the Pet Permit can be revoked for failure to follow and abide by the Pet Policy.
9. The tenant agrees, in the event it becomes necessary for the landlord to retain or hire a lawyer to represent the landlord for the purpose of advising or preparing for, or conduction of an action for eviction of the tenant and pet, or collection of pet damages. The tenant shall be obligated to pay and be liable to the landlord for the payment of all reasonable lawyer fees and court costs and same shall be considered to be additional rent due and owing, upon the presentation of a bill for same, to the tenant, if the landlord prevails in the action.

10. The tenant has read this "Pet Policy" and understands and will comply by the rules and regulations. Non-compliance may result in forfeiture of the pet or eviction.

(1) \_\_\_\_\_  
(Sponsor)  
\_\_\_\_\_  
(Address)  
\_\_\_\_\_  
(Telephone #)

(2) \_\_\_\_\_  
(Sponsor)  
\_\_\_\_\_  
(Address)  
\_\_\_\_\_  
(Telephone #)

\_\_\_\_\_  
(Tenant)

\_\_\_\_\_  
(Tenant)

Type of Pet \_\_\_\_\_ Male \_\_\_\_\_/Female \_\_\_\_\_

Name of Pet \_\_\_\_\_ Color \_\_\_\_\_/Weight \_\_\_\_\_

Documentation provided for rabies vaccination. Yes \_\_\_ No \_\_\_

Documentation provided for distemper vaccination. Yes \_\_\_ No \_\_\_

Documentation provided that animal has been spayed/neutered.  
Yes \_\_\_ No \_\_\_

Brick Township License # \_\_\_\_\_

Veterinarian \_\_\_\_\_

Address \_\_\_\_\_

Telephone Number \_\_\_\_\_

Adopted 10/29/01  
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