Cumberland Court Housing Commission
Pet Policy

DATE ADOPTED: 2001

PURPOSE: The purpose of this policy is to establish procedures for the Housing Authority and tenants regarding pets.

PETS IN SUBSIDIZED HOUSING: The Housing Authority allows for pet ownership in its developments with the **written pre-approval of the Housing Authority.** Residents are responsible for any damages caused by their pets, including the cost of fumigating or cleaning their units.

APPROVAL: Residents must have prior written approval of the Housing Authority **before moving a pet into their unit.** Residents must request approval on the **Authorization for Pet Ownership Form.** This form must be fully completed before the Housing Authority will consider and make a decision on the resident's request. Residents must give the Housing Authority **a picture of the pet** so it can be identified if it is running loose.

PETS PERMITTED: The only pets allowed in Cumberland Court are a cat, bird, hamster, guinea pig, gerbil, and fish that are traditionally kept in the home for pleasure rather than commercial purposes. All other animals **including but not limited to** insects, spiders, reptiles, ferrets, rats, mice, pot-bellied pigs, and snakes are **not** allowed. A rabbit is not allowed in any building with three or more rental units.

NUMBER OF PETS PERMITTED:
Cat – Maximum Number: 1
Bird – Maximum Number: 2
Fish – One 20-Gallon Aquarium (or smaller)
Small Mammals – Maximum Number: 1 (hamster, guinea pig, gerbil)

** The Housing Authority will only permit residents to have one cat or one of the other listed. The resident may not have one of each.

By my signature below, I acknowledge that I have received a copy of the Oshkosh Housing Authority/Winnebago County Housing Authority Pet Policy:

Resident _____ Date _____

SECURITY DEPOSIT:
A refundable Pet Security Deposit in the amount of $100.00 has been paid for a cat if the resident had the pet prior to April 1, 2001.

A refundable Pet Security in the amount of $200.00 shall be paid for a cat after April 1, 2001.

The Pet Security Deposit, less damage, will be returned upon termination of occupancy even if the pet is removed from the rental unit prior to termination.

RULES AND REGULATIONS:
The Pet Policy and the right of ownership shall be subject to a pet review by the Housing Authority upon every annual recertification. Documentation of current license, rabies and distemper vaccinations must be submitted to the Housing Authority at the annual recertification.

The resident of the rental unit where the animal is fed and sheltered is defined as the owner, and shall be responsible for meeting the requirements of the Pet Policy. Residents living in a unit owned by the Housing Authority **are not** allowed to care for a pet which is owned by a non-resident.

The pet owner shall be solely responsible for damage, destruction or injury caused by the pet. Also, any pet related insect infestation in the pet owner's unit will be the financial responsibility of the pet owner. The Housing Authority reserves the right to exterminate the unit if infestation occurs and charge the resident.

When an animal is taken outside the owner's rental unit, the animal must be on a leash or caged. At no time shall the animal be left unaccompanied in the yard of the rental unit.

Pet owners must have a kennel, cage or pet carrier to confine their pet in during the times when Housing Authority employees, agents of the Housing Authority or others must enter the resident's unit to conduct business, provide services, enforce lease terms, etc.

The pet and its living quarters must be maintained in a manner to prevent odors and any other unsanitary conditions in the owner's unit and surrounding areas.

Repeated substantiated complaints by neighbors to Housing Authority personnel regarding pets disturbing the peace of neighbors through noise, odor, animal waste or other nuisance may result in the owner having to remove the pet or vacate the property.

Pets who make noise continuously and/or incessantly for a period of ten minutes or intermittently for one-half hour or more to the disturbance of any person at any time of night or day shall be considered a nuisance.

REQUIREMENTS FOR APPROVAL OF OWNERSHIP OF CATS:
A cat over five months of age shall be licensed in accordance with the City of Oshkosh. Cats must wear the license at all times.

All cats shall be declawed (front paws only) and sterilized.

All pet owners will be subject to a screening process by Housing Authority personnel, which will include, but not be limited to the suitability of the pet for the rental unit and financial and physical ability of the owner to care for the pet.

Tenants who fail to follow the screening process of a pet are subject to termination of tenancy.

All pet owners shall have a sponsor to be responsible for the pet if disability or absence of the owner occurs. If the owner is absent from the rental unit more than 24 hours, the pet must be removed from the premises. Sponsors shall remove the pet from the rental unit within 24 hours of notification by the Housing Authority.

Residents owning cats shall maintain waterproof litter boxes for cat waste. Refuse from litter boxes shall not accumulate or become unsightly or unsanitary. Litter shall be disposed of in an appropriate manner.

REQUIREMENTS OF OWNERSHIP OF CAGED PETS:
For birds or fish a fee is not required.

For small mammals a fee is not required.

Small mammals and birds must be caged at all times.

Cages of small animals must be kept clean and sanitary at all times.

UNAUTHORIZED PET AREAS AND ANIMAL CONTROL:
Pet owners must clean up after their pet and dispose of pet waste in an appropriate manner. Pets shall be prohibited from the common areas such as meeting rooms, community rooms, kitchen, laundry rooms, public toilets, etc. Pets will be permitted in the hallways only if accompanied by an adult and restrained by a leash.

Should a pet in a rental unit create a sanitary problem, the Humane Society will be called and they may order the removal of the pet.

INSURANCE:
Pet owners are encouraged to carry a minimum of $25,000 in liability insurance covering damages or injury caused by their pet(s) during the time they are residents of Housing Authority property.

COMPLAINT PROCEDURE:
Pet owners shall be subject to a complaint procedure. The tenant will receive a 5-day warning notice to correct the violation the first time a violation occurs. The second time a violation occurs, the Housing Authority will issue the tenant a standard 30-day termination of tenancy notice.

A tenant that violates the pet policy is subject to termination procedures. This includes but is not limited to having visiting pets, ignoring the required Housing Authority screening process, having more pets than allowed under the policy and/or having a pet that is not allowed under the Housing Authority policy and not keeping pets caged as required.

The Housing Authority Manager has the discretion to terminate tenancy or fine the resident if they violate the pet policy. Under the fine system, the first violation is $20, the second violation is $50, and the third violation will be a termination notice.

ANIMAL BITES:
The pet owner must report all animal bites to the Police Department and the Housing Authority within 24 hours of occurrence. Should a pet bite a person, the pet must be isolated at a veterinarian's office for a period of time as determined by local animal control standards.

REMOVAL OF PET:
The Housing Authority or an appropriate community authority shall require the removal of any pet from a development if the pet's conduct or condition is determined to be a nuisance or threat to the health or safety of other occupants of the development or of other persons in the community where the unit is located.

In event of illness or death of pet owner, or in the case of emergency which would prevent the pet owner from properly caring for the pet, the Housing Authority has permission to call the pet sponsor designated by the resident or the Humane Society to take the pet and care for it until family or friends would claim the pet and assume responsibility for it. Any expenses incurred will be the responsibility of the pet owner.

Cumberland Court Housing Commission

Request for Authorization for Pet Ownership

Resident Name: _____
Resident Address: _____
Resident Phone: _____

Submit picture of pet with this form.

- ❑ CAT
- ❑ $200.00 Refundable Fee

Breed/Kind: _____
Color/Marking: _____
Weight: _____
City License: _____
Rabies Vaccination: _____
Distemper Shot: _____
Spay/
Neutering Certificate: _____
Front Declawed: _____
Kennel/Carrier?: _____

- ❑ SMALL MAMMAL

Type: _____
Cage: _____

- ❑ BIRD

Type: _____
Cage: _____

- ❑ FISH

20 Gallon or Less?: _____

- ❑ PET SPONSOR
- ❑ HA VERIFIED _____
  Initials & Date

Name of Sponsor: _____
Address: _____
Telephone: _____

I, the undersigned resident, having read the attached Housing Authority Pet Policy, will abide by the rules set forth therein and hereby certify that all information provided concerning my pet(s) is true and correct. I also agree to indemnify, defend and hold harmless the Oshkosh/Winnebago County Housing Authority from and against any and all claims, actions, suits, judgments and demands brought by any other party on account of or in connection with any activity of or damage caused by my pet(s).

_____ _____
Resident Signature Date

_____ _____
Resident Signature Date

- ❑ Approved
- ❑ Disapproved

_____
Cumberland Court Housing Coordinator

_____
Date