

**Delphia Management Corporation
Policy & Procedures Manual**

Policy: Pet Regulations

Executive Director Signature (Approval)

Date

Policy:

Through a mandate of the Congress of the United States, managing agents of housing for the elderly and the disabled must pursue a policy of allowing pets to live in the housing communities. We are committed to making this policy work for the well being of all.

The Pet Regulations of Delphia Management Corporation are designed to recognize the rights and needs of both the Pet Owner and the Non-Pet Owner.

The following rules shall apply to all present and future residents until such time as they might be superseded by changes issued by Delphia Management Corporation in conjunction with actions of the Department of Housing & Urban Development.

The following rules and regulations apply only to residents of Cloverfield Apartments, Green Meadow Apartments, Kingston House Apartments and The Delphia House. These rules are not to be construed as changing in any way the policy of "No Visiting Animals."

- A. Pet Definition - A common household pet is a domesticated animal such as a dog, cat, bird, rodent, fish or turtle traditionally kept in the home for pleasure; not for commercial purposes. Rodents are defined as gerbils, hamsters, guinea pigs and rabbits. No reptiles, except turtles, are acceptable.
- B. Pet Restrictions - Any tenant may have one pet (one dog, one cat, one bird, etc.) for household pet purposes. No other pet of any kind shall be permitted, and only one pet per apartment/household will be permitted. No limit is placed on the number of fish however, the size of the fish tank may not exceed ten (10) gallons. Birds, as well as rodents and turtles, must be maintained in a cage. Heads of households shall be responsible for their pets. The tenant must provide sufficient information in order for us to identify type of pet and verify that the pet is considered a common household pet.

The Property Manager must give tenant or applicant written notice (including written explanation) if we refuse to register the pet.

- C. Residents Health - A pet owner must be capable of taking care of the pet as described in these regulations.
- D. Security Deposit - A pet security deposit of \$150.00 shall be required for any cat or dog, birds are exempt. The security deposit will be put in an interest bearing account and will be refunded upon move out, if the apartment is free of damage. Move out inspection will be done by the Resident Manager, and Maintenance superintendent. An initial deposit of \$50.00 is required to be paid at the time the pet is brought onto the premises. Monthly payments of \$10.00 must be paid until the deposit amount of \$150.00 has been reached.

This pet security deposit shall be in addition to the apartment security deposit required under the Lease Agreement, and which shall be used to clean, repair or replace any furnishings or fixtures which may be soiled or damaged by such pet, or to correct any damage done to any part of the apartment, the building or the grounds upon move out of the tenant or the pet.

Any part of the pet security deposit which is not so expended will be refunded to the tenant when the pet is disposed of, or when the tenant moves out of the apartment complex, as the case may be, after an inspection of the apartment.

- E. Size of Pet - Dogs and cats shall stand not more than eighteen (18) inches at the shoulder. Pets acquired as puppies or kittens shall be understood to mature at the height not to exceed these height restrictions.
- F. Vaccinations and Registrations - Every dog must wear an animal license if required by local ordinance with copies of the registration papers filed in the Management Office. Current vaccinations and inoculations (rabies, distemper, parvo-virus and any other conditions for which shots are normally administered) are required for all pets, as appropriate, with copies of this information also held in the Management Office. Required annually.

Female cats and dogs over six months of age must be spayed and males over eight months must be neutered, unless a licensed veterinarian gives medical reasons why such is detrimental to the pets health.

Before being brought into the apartment complex, the talons or claws (front) of any cat must be removed and this procedure documented by a veterinarian.

G. Housekeeping - The apartment must be kept free of odors and maintained in a clean and sanitary condition. Kitty litter and cage bedding materials is to be bagged weekly in heavy plastic trash bags, tied securely, and carried to the out side dumpster. Do Not Flush kitty litter into commode, nor dispose of in sinks or bathtubs.

H. Responsibility for Damages - The pet owner will be responsible for any carpet cleaning or replacement, tile replacement, repairs, extermination fees, if after an apartment inspection there is evidence of pet damages, sanitation or odor problems.

During residency, the pet owner will be billed directly for any cleaning, repair work due to damages, carpet cleaning or replacement, etc., and will pay such charges promptly within thirty (30) days of receipt of such billing. Failure to do so would result in a pet violation and could result in the removal of the pet or eviction proceedings.

I. Waste Control - Each dog or cat must be completely "house-broken" before being brought into the apartment complex. Pet owners shall be responsible for immediate clean-up of pet feces after exercising their pet in the area(s) designated by Management. This area is outside the Community Room. (All other sections of our grounds will be off limits for exercising pets.) Waste shall be bagged and placed in the dumpster.

J. Flea Control - Pet owners must file evidence of an acceptable tick and flea control program being consistently maintained for a fur bearing pet. In addition, flea control in the apartment must be used and is subject to inspections by the Property Manager.

K. Pet Control

1. Public Areas - Except when being taken into or out of the pet owner's apartment, any pet shall be kept in the tenant's apartment, and shall never be allowed outside such apartment unless accompanied by the pet owner or other responsible person. Any pet outside the owner's apartment must be effectively restrained.

The hallway and stairways are forbidden as areas to "walk or exercise" any pet.

Only one pet permitted in any one elevator at any given time.

Under no circumstances may any pet of any kind be taken into, or permitted to be in, the recreation/community rooms, laundry room, or any other "common" room, and shall be permitted in the hallways/entryways of the building only for the time necessary to enter or leave the building.

2. Noise and Pet Behavior - No pet may make noise which disrupts other residents. Barking and/or whining dogs, and crying or "caterwauling" cats will not be considered acceptable pets.

No pet that bites, attacks or demonstrates other aggressive behavior towards humans may be kept in Cloverfield Apartments.

- L. Responsibility for Pet in an Emergency - The Pet Owner shall file with the Management an affidavit of agreement signed by two (2) persons who will assume immediate responsibility for the pet in case of an emergency or in case the Pet Owner becomes unable to provide proper care for the pet.

In addition, the Pet Owner shall file with the Management and affidavit authorizing Management to have the pet removed, at pet owner's expense, to a veterinarian of Management's choice in the event that the owner cannot care for the pet and neither of the responsible parties can be reached.

No pet shall be left unattended for more that twelve (12) hours.

- M. Fire Emergency - When a fire alarm sounds, pets are to be placed in the bathroom and the door is to be closed. If evacuation is necessary, the fire department will be responsible for the evacuation of residents first, and then the animal.
- N. No Visiting Pets - No pets with outside/non-resident owners may visit the apartment complex at any time. No resident may "pet-sit" in their apartment any pet that is owned by a resident or non-resident.
- O. Routine Maintenance - Maintenance men will not go into apartments to do routine maintenance unless the pet owner is home and places the pet under control while he is there.
- P. Pet Violations - Management may require the removal of a pet from the premises on a temporary or permanent basis for the following:
 1. Excessive pet noise or odor;
 2. Unruly or dangerous behavior;
 3. Excessive or repeated damage to the pet owner's unit, grounds or common areas;
 4. Repeated problems with vermin or flea infestation;
 5. Failure of tenant to provide adequate care of his/her pet;

6. Leaving a pet unattended for more than twelve (12) hours;
7. Failure of the tenant to provide adequate and appropriate vaccination of the pet;
8. Tenant death or incapacity of the pet owner or by other factors that render a pet owner unable to care for the pet;
9. Repeated creation of a nuisance based on objective facts supported by written statements/complaints that are signed by the witnessing party;
10. Failure to observe any other rule contained in this policy and not here listed.

Q. Rule Violation Procedures - Complaints and/or problems concerning a pet/pet owner, will be handled by Management.

Any and all complaints about pets will not be considered valid unless they are in writing on a separate sheet of paper, dated and signed by the person(s) making the complaint.

If in the judgment of the Manager any pet becomes a threat to the safety or comfort or quiet enjoyment of the premises to any other tenant, employee or visitor of the apartment complex, or if such pet causes substantial damage to any part of the building or grounds, or the furnishings and fixtures thereof, or the pet owner has violated the rules contained in these Pet Regulation, Management shall proceed as follows:

1. A written notice of pet rule violation will be served on the pet owner in accordance with the procedures described in the appropriate federal regulations for pet ownership.
2. Said notice will describe the basis of the alleged violation.
3. The pet owner has ten (10) days from the date of services of the notice to correct the violation or to make a written request for a meeting to discuss the violation. The pet owner is entitled to be accompanied by another person of his/her choice at the meeting.
4. The pet owner's failure to correct the violation, to request a meeting or to appear at a requested meeting may result in initiation of procedures to have the pet removed or terminate the pet owner's tenancy, or both.

5. If the pet owner makes a timely request for a meeting to discuss a pet rule violation, the Manager shall establish a mutually agreeable time and place for the meeting no later than fifteen (15) days from the effective date of service of the notice of pet rule violation. The Manager may, as a result of the meeting, give the pet owner additional time to correct the violation.
6. If the parties are unable to resolve the problem, the Manager may inform the pet owner in writing that the pet must be removed from the premises with ten (10) days of the pet rule violation meeting.

R. Exclusions - While all residents must abide by the regulations;

1. Those current residents or applicants moving into the apartment complex who are disabled and require animals used to assist disabled persons are excluded from the requirements of the pet rules and the payment of a security deposit.

S. Threats to Health or Safety

1. Nothing in these pet regulations prohibits a Manager or an appropriate community authority from requiring the removal of any pet 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 the occupants of the project or of other persons in the community where the project is located.
2. If a pet becomes vicious, displays symptoms of severe illness, or demonstrates other behavior that constitutes an immediate threat to the health or safety of the tenancy as a whole, the Manager may request the pet owner immediately to remove the pet from the rental housing project. If the pet owner refuses to remove the pet or if the Manager is unable to contact the pet owner, the Manager may contact the appropriate state or local authority (or designated agent of such an authority) to have the pet immediately removed from the project premises.

The Pet Regulations are an official part of the residents' Lease and each resident is expected to abide by all guidelines, rules, and regulations.