

THE MUNICIPAL HOUSING AUTHORITY FOR THE CITY OF YONKERS

PET POLICY

In compliance with Section 526 of The Quality Housing and Work Responsibility Act of 1988 the MHACY hereby grants permission to MHACY Residents to own and keep common household pets, subject to the terms and conditions of this Pet Policy.

1. “Common household pets” are domesticated animals such as dogs, cats, birds, rodents, fish or turtles, that are traditionally recognized as companion animals and are kept in the home for pleasure rather than commercial purposes.
2. Residents may own one cat or one dog per dwelling unit, except that **PIT BULLS ARE NOT ALLOWED**. In the case of birds, a maximum of two birds is permitted, as long as the birds are kept in the same cage. There is no limit to the number of fish a Resident may own, but no more than one aquarium with a maximum capacity of twenty (20) gallons shall be permitted per dwelling unit. Only one tank or cage is allowed per dwelling unit for the purpose of housing domesticated reptiles or rodents. A Resident with a dog or cat may also have other categories of “common household pets”, as allowed by this Pet Policy.
3. The rules of ownership in regard to the common household pets allowed in the Resident’s dwelling unit under MHACY’s Pet Policy are as follows:

BIRDS: Domesticated birds are allowed, such as Canaries, Parakeets and Finches; Residents may not own birds of prey. If the pet is a domesticated bird, it shall be housed in a bird cage and removed from the cage only for limited periods and for the sole purpose of maintaining the cage in a safe and healthy manner.

FISH: If the pet is a fish, the aquarium may not exceed twenty (20) gallons in capacity, and must be placed in a safe location in the dwelling unit. There is no limit to the number of fish the Resident may own, as long the fish are maintained in a safe and healthy manner in one tank.

DOGS: If the pet is a dog, the dog cannot weigh more than twenty-five (25) pounds or be bigger than fifteen (15) inches in height when fully grown.

PIT BULLS ARE NOT ALLOWED. Dogs that are commonly viewed as good pets for apartment living include Chihuahuas, Pekinese, Poodles, Schnauzers, Cocker Spaniels, Dachshunds and Terriers.

CATS: If the pet is a cat, the cat cannot weigh more than fifteen (15) pounds, and must be de-clawed, or have a scratching post. The Resident must have a litter box for cat waste, which must be kept inside the dwelling unit. The Resident shall not permit refuse from the litter

box to accumulate nor to become unsightly or unsanitary.

RODENTS: Hamsters, gerbils, and other domesticated rodents such as white rats and mice are allowed, as long as they are kept in an appropriate cage. There is no limit to the number of domesticated rodents the Resident may own, as long as the rodents are maintained in a safe and healthy manner in one cage, which is placed in a safe location in the dwelling unit.

REPTILES: Turtles, small lizards and other domesticated reptiles such as chameleons are allowed, as long as they are kept in an appropriate tank. There is no limit to the number of domesticated reptiles the Resident may own, as long as the reptiles are maintained in a safe and healthy manner in one tank, which is placed in a safe location in the dwelling unit.

4. RESIDENTS MAY NOT OWN SMALL MAMMALS OR EXOTIC PETS. Exotic pets, such as snakes, monkeys, and game pets, as well as small mammals, such as rabbits, are not deemed common household pets under this Pet Policy.

5. All female dogs over the age of six (6) months and female cats over the age of five (5) months must be sprayed, and all male dogs over the age of eight (8) months and all male cats over the age of ten (10) months must be neutered, unless a veterinarian certifies that surgery would be medically unsafe or unnecessary for the animal (because of the animal's health, age, etc.).

6. All pets must be inoculated, licensed and kept in accordance with applicable state and local laws.

7. All pets must be housed within the unit, and no facilities may be constructed outside the unit for the purpose of housing a pet. When outside the dwelling unit in the common areas of the housing complex, all pets must be appropriately and effectively restrained and controlled by a responsible individual. Dogs and cats must be on a leash and/or in a pet carrier when outside the dwelling unit. Neither dogs nor cats are permitted to run loose on MHACY property.

8. Residents shall control their pets so that the pets do not disturb, interfere or diminish the peaceful enjoyment of other residents, or damage MHACY property. The Residents shall not allow their pets to create a nuisance or a threat to the health or safety of other Residents, MHACY employees, or the public by reason of aggressive behavior, noise, unpleasant odors, or other objectionable conduct.

9. Any waste generated by a pet must be disposed of promptly to avoid any unpleasant and unsanitary odor from the unit. Dog owners must pick up waste generated by their pet, place it securely in a plastic bag, and dispose of it in the garbage in accordance with local law.

10. Pets, except pit bulls, that are owned by a non-resident ("visiting pets") are allowed to visit in a Resident's dwelling unit, but the visiting pet cannot remain in the unit for a period that exceeds seventy-two hours, and the Resident must make sure that the pet is restrained and controlled in a manner consistent with this Pet Policy. **PIT BULLS ARE NOT ALLOWED ON MHACY PROPERTY.** Residents are not required to pay the pet deposit required in paragraph 14 of this policy for visiting pets.

11. If a pet owned by the Resident, or visiting the resident, destroys MHACY property, or creates a nuisance, represents a threat to the safety and security of other residents, or is kept in unsanitary conditions, the Residents' permission to harbor the animal on MHACY property shall be revoked by the MHACY.

12. Residents who own pets are encouraged by the MHACY to obtain insurance to protect them against liability imposed as a result of damage and/or injury caused by their pet. All Residents who register a pet in accordance with this policy agree to indemnify and hold harmless the MHACY from all claims, causes of action, damages and/or expenses, including reasonable attorneys fees and court costs, resulting from behavior, action or activities of his/her pet. The MHACY accepts NO RESPONSIBILITY for the behavior of any pet under any circumstances.

13. All Residents must treat their pets in a humane manner that does not subject the animal to abuse, neglect or inhumane or cruel treatment nor cause them pain, injury, or suffering, whether through deliberate conduct or through the Resident's negligence.

14. (A) Residents are liable for the actual cost of any damage or injury to MHACY property caused by their pet(s). If the pet is a dog or cat, a refundable pet deposit of three hundred dollars (\$300.00) must be paid by the Resident at the time the pet is registered (or over a period not to exceed six (6) months, in the case of hardship). The pet deposit will be used by the MHACY at any time during the term of the Resident's lease, or upon the termination of the Resident's lease, to pay for any repairs to MHACY property required due to damage done by the Resident's pet. In the event a portion of the security deposit is utilized to pay for damage caused by the Resident's pet, the MHACY may demand that the Resident replenish the security deposit, and a failure to do so will be deemed a serious and material breach of the Respondent's tenancy for which the MHACY may commence an eviction proceeding in accordance with the terms of the lease executed between the parties. In the event the pet deposit is insufficient to pay for all of the damages done by the Resident's pet, the MHACY shall assess an additional charge against the Resident in the amount that the actual cost of repairs exceeds the amount of the pet deposit made by the Resident, so that the entire cost of repair is assumed by the Resident. The balance of the Resident's pet deposit shall be returned with interest to the Resident no later than thirty (30) days from the date the Resident relocates from MHACY property, as long as no pet damage is identified during the move-out inspection.

14. (B) MHACY will waive the refundable pet deposit of three hundred dollars (\$300.00) for Residents who own a service animal, upon written documentation from a medical care provider that the animal is intended to assist the Resident with a disability. In the event a service animal damages MHACY property, then MHACY will revoke the waiver, and the Resident will be required to pay for the damage already caused by the animal and either (a) pay the refundable pet deposit of three hundred dollars (\$300.00) or (b) remove the animal from the premises. The issue of a waiver in regard to the refundable pet deposit does not affect the Resident's obligations, as they are otherwise set forth in this Pet Policy.

15. In the event the Resident violates paragraphs 2,3,4,5,6,7,9, 14(B), or 18 of this Pet Policy, the MHACY shall serve a written notice upon the Resident directing that the Resident either correct the

violation or remove his/her pet or visiting pet from the dwelling unit within five (5) days. If the Resident does not correct the violation or remove the animal, the Resident shall be deemed to have committed a serious breach of the terms and conditions of his/her lease, and shall be subject to eviction. All notices served under this paragraph, whether in regard to a pet registered with the MHACY, or a visiting pet, shall be subject to MHACY's Grievance Procedure.

16. In the event the Resident violates paragraphs 8,10,11 or 13 of this Pet Policy, the MHACY shall serve a written notice upon the Resident directing that the Resident remove his/her pet or visiting pet from the dwelling unit within five (5) days. If the Resident does not remove the animal, the Resident shall be deemed to have committed a serious breach of the terms and conditions of his/her lease, and shall be subject to eviction. All notices served under this paragraph, whether in regard to a pet registered with the MHACY, or a visiting pet, shall be subject to MHACY's Grievance Procedure.

17. Pets may not be left alone unattended for more than twenty-four (24) consecutive hours. Residents agree to identify below an emergency caretaker(s) for their pet in the event they become temporarily unable to care for their pet(s), due to illness, disability, temporary absence, death, or other reason.

NAME	ADDRESS	PHONE (DAY)	PHONE (NIGHT)

In the event the Resident is unable to care for their pet(s), and no other person can be found to care for the pet after twenty-four (24) hours have elapsed, the Resident hereby gives permission to the MHACY to enter the dwelling unit and release the pet to the Humane Society and/or Animal Control ("responsible agencies"), in accordance with their procedures. Any and all costs or liability incurred in regard to the care of a pet placed under this procedure with any third party, including but not limited to a responsible agency, shall be the sole responsibility of the Resident.

18. All pets must be registered with the Resident's Management Office within ten (10) days of the time the animal moves into the dwelling unit. Upon registration, the Resident will provide basic information about the pet (type, description, name, etc.). If the pet is either a dog or a cat, the Resident must also provide the following documentation:

- a. Proof of inoculation and licensing;
- b. A picture so that the animal can be identified if it gets loose;
- c. Proof of neutering or spraying, or a veterinarian certification that surgery would be medically unsafe or unnecessary for the animal (because of the animal's health, age, etc.).

