PET POLICY AND PERMIT
11/99

Purpose

The purpose of the Morristown Housing Authority’s pet policy is to ensure that those residents who desire pets are responsible pet owners, and that those residents who do not desire pets are not inconvenienced by pets on the premises. It is also intended to assure that pets on the premises are properly cared for. Further goals of this policy are to ensure a decent, safe, and sanitary living environment for existing and prospective tenants, and to protect and preserve the physical condition of the premises and the financial interest of the Morristown Housing Authority (“MHA”) in the premises. Pets may not leave owner’s apartment except where noted. Such pets will not be allowed to roam either in the buildings or on the grounds. Pets are not allowed in the community room or laundry room.

OWNING A PET WITHIN THE MORRISTOWN HOUSING AUTHORITY’S PROPERTIES IS A PRIVILEGE THAT MUST NOT BE ABUSED.

General Policy

All pets permitted within senior complexes, 29 Ann Street, 31 & 39 Early Streets and Manahan Village (the family complex) will be with the approval of the Executive Director. Permission to maintain a pet will not be unreasonably withheld if all terms of this Pet Policy are met and the presence of the pet on the premises does not frustrate the purpose and goals of this Pet Policy as set forth above.

Security Deposit

A security deposit of $200 for a dog or cat will be required for all apartments with tile floors and a $400 security deposit will be required for a dog or cat in apartments where wood floors or carpeting is installed and $50 for any other allowed pet type (see “Types of Pets Allowed”). The deposit is required before entrance of pet. This is an obligation in addition to any other financial obligations generally imposed on tenants by terms of their leases. The MHA will refund any unused portion of the pet deposit to the tenant within 30 days after the tenant moves from the apartment. The pet deposit is not part of the rent payable by the tenant.

Damages

Pet owners are responsible for paying the total cost of repairing any damages caused by a pet to any property owned by the MHA in excess of the security deposit, whether the damages are within the apartment or outside on the grounds, including any part of the building itself. This includes furniture and shrubbery, walls, windows, rugs, etc. The Executive Director will assess reasonable costs for damages.
Tenants desiring pets must fill out a Pet Permit and sign this Pet Policy before any pet is introduced into the apartment. If the tenant refuses to sign, no pet will be permitted.

GUESTS MAY NOT BRING THEIR PETS ONTO MORRISTOWN HOUSING AUTHORITY PROPERTY AT ANY TIME.

Types of Pets Allowed

Pets traditionally kept in the household for pleasure per household include:

One dog, not to exceed 20 pounds at maturity; or
One cat, not to exceed 10 pounds; or
One bowl or tank of fish (maximum tank size – ten gallons); or
Two caged birds (parakeets or canaries only); or
One small caged animal (i.e. rabbit or guinea pig or hamster or gerbil).

Reptiles are not common household pets.

Any exceptions are subject to the judgement of the Executive Director.

The Town of Morristown must legally license all dogs and cats and a copy of the license must be submitted. All adult dogs must be housebroken.

Neutering

Neutering of dogs and cats is strongly urged. If the tenant refuses to have a pet properly neutered and the pet is disruptive (howling, odors, spraying, etc.) it may be removed from the premises pursuant to any means or procedure referred to in the section of this policy on “Pet Removal”.

Pet Offspring

No pet, already pregnant, may be introduced into any unit. No pet offspring will be allowed. Tenants are advised that pets that become pregnant while residing in Housing Authority properties are often pets that have been allowed to roam, escaping the attention of their owner. Such pets and free-roaming pets may be removed from the premises pursuant to any means or procedure referred to in the section of this policy on “Pet Removal.” Since the MHA strongly urges neutering, such cases will be looked upon with extreme disfavor.

Medical Care

A certificate or letter from the veterinarian, establishing that the pet is in good health and its shots are current, must be presented to the Housing Department before any pet is allowed in the apartment.
All shots must be kept up-to-date each year and proof submitted at tenant's annual recertification.

Dogs and cats must have proper medical shots as listed:

- Distemper and rabies for dogs and cats.
- Others, as recommended by veterinarian or required by state and local law, ordinance or regulations.

Puppies and/or kittens may be admitted with the preliminary shot only, as long as the tenant provides proof within three months that the necessary succeeding shots are administered by a veterinarian.

The MHA strongly recommends that a tenant in the process of choosing a pet look either to St. Hubert's Giralda or another licensed animal shelter to find a suitable pet that needs a home.

Pet Behavior

If, in the opinion of the Housing Department Staff and after three warnings to the owner, a pet continues to be unruly, noisy and a nuisance to neighbors, the pet shall be removed by means or procedure referred to in the section of this policy on “Pet Removal.”

If a pet jumps on, growsl at, or bites a resident, the pet may be removed immediately at the discretion of the Executive Director pursuant to any available means or procedure referred to in the section of this policy on “Pet Removal.”

**Dogs:** Dogs may pass through halls, elevators and public spaces for the purpose of being walked, going to the veterinarian, going on vacation, or going to other homes. They must be leashed or held by owners when in transit. **They may not roam at will.** Pets are not allowed to defecate or urinate (go to the bathroom) on MHA property. Owners must comply with the Town of Morristown regulations on pet defecation. If a dog defecates on MHA property, the owner is responsible for removing and properly disposing of said waste. If this is not done, this will be grounds for removal of the pet pursuant to any available means or procedure referred to in the section of this policy on “Pet Removal.” If the dog urinates on the grass, shrubs, trees or flowers on MHA grounds, the owner is responsible for any and all replacement costs of damage incurred. The pet will be removed after three warnings pursuant to any available means or procedure referred to in the section of this policy on “Pet Removal.”

**Cats:** Cats will not be permitted outside of their apartments unless they are caged or held by their owner when in transit. **They may not roam at will.** Cats may pass through halls, elevators or public places only for the purpose of going to the veterinarian, going on vacation or going to other homes. Cats must use owner’s litter pans and may not use the grounds to defecate or urinate.
Care of the Apartment

Apartments containing pets must be kept clean and free of odors at all times. The MHA strongly recommends de-clawing of cats, proper veterinarian care, and the neutering of all dogs and cats. (See section on “Neutering.”)

Commercial cat litter (not sand, newspaper or dirt) must be used for cats. Pans must be cleaned daily and kept odor free. Litter must be disposed of in double, tied plastic bags. **LITTER MUST NOT BE FLUSHED DOWN TOILETS, SINKS OR TUBS.**

Absence of Owner

No pet may be unattended for more than 24 hours. If a pet owner wants to go on vacation or becomes ill, arrangements must be made for proper care of the pet. If the Executive Director finds the pet not properly cared for, the pet will be immediately removed to St. Hubert’s shelter pursuant to any available means or procedure referred to in the section of this policy on “Pet Removal.”

Pet owners must leave with the Housing Department staff the name and address of a person to contact if the tenant cannot take proper care of their pet. At the time the security deposit is paid, you will also have to provide a notarized letter from that person, stating that they will be responsible for the pet should you become unable to care for it.

Abuse of Pets

**TENANTS ARE REMINDED THAT PETS NEED LOVE, PROPER FOOD, FRESH WATER, PROFESSIONAL HEALTH CARE AND GOOD GROOMING. DOGS REQUIRE WALKING AS NEEDED.**

If, in the opinion of the Executive Director, a pet is not being properly cared for, the pet will be removed after one warning pursuant to any available means and procedure referred to in the section of this policy on “Pet Removal.” If a pet is physically abused, the pet will be immediately removed pursuant to any available means or procedure as referred to in the section of this policy on “Pet Removal.”

Pet Removal

A pet may be removed from the premises pursuant to any State or local laws, ordinances or regulations, or pursuant to the MHA grievance procedure. The MHA reserves the right to choose the most expeditious remedy, process or procedure available according to the circumstances or urgency of the case.

In the event that the State or local laws, ordinances or regulations differ or conflict with the provisions or requirements of the MHA grievance procedure in any way, the Executive
Director may pursue the most expeditious remedy or procedure, including any State or local remedy or procedure to the exclusion of the MHA grievance procedure as permitted by law and 24 Code of Federal Regulations part 942.

Nothing prohibits the MHA or an appropriate community authority from requiring the removal of any pet from the premises, if the pet’s conduct or condition is duly determined to constitute, under the provisions of State or local law, nuisance or threat to the health or safety of other occupants of the MHA premises or other persons in the community where the development is located. This includes, but is not limited to, situations in which immediate action is needed for removal of any pet from the premises pursuant to State or local laws, ordinances or regulations to preserve the health, safety or welfare of the pet, or the health, safety, welfare, or right to peaceful enjoyment of the premises of any person.

Tenants are advised that pets may, among other things, be seized, impounded and disposed of for a variety of State and local animal violations including, but not limited to, stray pets, pets creating a threat to public health, safety or welfare, injury caused by pets, and cruelty to pets.

In cases in which State or local remedies, processes or procedures are not utilized for removal of the pet, any decisions made by judgement of the Executive Director that a pet must be removed from the premises shall be presented in writing to the owner, in which case the owner may request a grievance hearing pursuant to the MHA grievance procedure.

Death of Pet

The pet owner is responsible for arranging for disposal of any dead pet. The remains of the pet must be removed from MHA property.

When you Vacate

The pet owner must pay the full fees for professional rug shampooing, deodorizing and/or defleaging of the apartment if, in the judgement of the Executive Director, it is necessary before a new tenant can take possession of the apartment and such fees are in excess of the security deposit.

Incorporation into Lease

This Pet Policy is incorporated by reference into the Lease of each Tenant of the Morristown Housing Authority. This Pet Policy shall be publicly posted in a conspicuous manner in the MHA’s office and shall be made available to any tenant.

Miscellaneous

Captions. Captions or paragraph headings contained in this lease are set forth for convenience of reference only and do not affect the substance of the paragraphs so captioned.
Counterparts. The signing of this Pet Policy by the Tenant and MHA may be executed in several counterparts, each of which shall be considered to be an original.

Survival of Portions of the Policy. If any portion of this Pet Policy is invalid or contrary to law, the rest of the policy shall remain in effect.

No Waiver. The failure of the MHA or the Tenant to exercise any right or remedy as provided herein shall not affect the right to do so at a later date for similar or other causes.
MORRISTOWN HOUSING AUTHORITY
PET PERMIT

Parties and dwelling unit

The parties of this permit are the Morristown Housing Authority (Management) and

Tenant name __________________________

Address ______________________________

The tenant is allowed the following pet __________________________.

Pet Security Deposit. The tenant has deposited $ __________ with the Housing Authority. The Housing Authority will hold the pet security deposit until the tenant vacates the apartment.

License. The tenant agrees to file a copy of any Municipal Registration or License with the Housing Authority before the pet is admitted and to keep same current. Proof must be submitted at each annual recertification.

Inoculations. The tenant agrees to keep the pet properly inoculated for rabies and distemper and to keep same current. Proof must be submitted before the pet is admitted and at each annual recertification.

Damages. The tenant agrees to assume all personal financial responsibility for damages to any personal or development property caused by the pet and assumes personal responsibility for personal injury to any party caused by the pet.

Emergency Provision. The following person(s) have agreed to be responsible for taking care of the pet in the absence of the pet’s owner:

Name ________________________________

Address ______________________________

Phone number __________________________

Failure to comply with the Pet Policy. The tenant agrees to comply with the rules of the MHA Pet Policy. Any violation of the rules of the MHA Pet Policy may be grounds for removal of the pet or termination of the pet owner’s tenancy (or both), in accordance with provisions of 24 CRF part 942 (governing lease and grievance procedures), New Jersey State Law, and local law.

Tenant signature and date: ________________________________

MORRISTOWN HOUSING AUTHORITY          By: ________________________________