Housing Authority of Kittitas County
107 West 11th Avenue
Ellensburg, WA. 98926-2568

Dwelling Lease Addendum

Pet Policy

Exclusions

1. This policy does not apply to service animals that are used to assist persons with either mental or physical disabilities. Service animals are allowed in all Housing Authority of Kittitas County facilities with no restrictions other than those imposed on all residents to maintain their units and associated facilities in a decent, safe, and sanitary manner and to refrain from disturbing their neighbors. Service or companion animals are covered by a separate Service Animal/Companion Animal Policy.

2. This policy in all respects will pertain to all elderly, disabled, and family units

3. This policy, once entered into between the resident and the Housing Authority of Kittitas County, is hereby incorporated into the Dwelling Lease Agreement and is subject to all terms and conditions of the current Dwelling Lease Agreement and the Admissions and Continued Occupancy Policy (ACOP).

Section I. General Conditions

1. Pet ownership: Each resident must register his/her pet **BEFORE** it is brought onto the HAKC premises, and must update the registration annually. A resident may own two common household pets, subject to the following conditions:

   A. Each household may own up to two pets. If one of the pets is a dog or cat, the second pet must be contained in a cage or an aquarium. Each bird or other animals, other than fish, shall be counted as one pet. Household pets allowed herein must be domesticated. The following animals are **NOT** considered common household pets: Reptiles, Rodents, Insects, Arachnids, Wild Animals or Feral Animals, Potbellied pigs, Rabbits, and Animals used for commercial breeding or farming.

   B. If the pet is a dog or cat, it must be spayed or neutered **BEFORE** HAKC will give written permission for the animal to be brought onto the property. The evidence can be provided by a statement/bill from a veterinarian and/or staff of the humane society. The evidence must be provided prior to execution of this agreement. Resident must provide waterproof and leak proof litter boxes for cat waste, which must be kept inside the dwelling unit. Cardboard boxes are not acceptable and will not be approved. The resident shall not permit refuse from litter boxes to accumulate nor to become unsightly or unsanitary. All soiled litter must be put in a secure* plastic bag and disposed of in a dumpster receptacle. (*Secure means a bag that is strong enough not to break open when placed in the dumpster and closed tightly to prevent any of its contents from spilling out in the dumpster or in transit to the dumpster. Offending resident will be charged actual costs to clean up any spilled animal waste and/or litter material. Repeated offenses may cause the resident to lose the privilege of housing an animal/pet.)

   C. Dogs and cats shall be limited to 25 pounds. All service animals have different limitations.

   D. If the pet is a bird, it shall be housed in a birdcage and cannot be let out of the cage at any time.

   E. If the pet is a fish, the aquarium must be twenty gallons or less, and the container must be placed in a safe location in the unit. The resident is limited to one container for the fish; however, there is no limit on the number of fish that can be maintained in the container as long as the container is maintained in a safe and non-hazardous manner.

   F. If the pet is a dog or cat, it must have received rabies and distemper vaccines or boosters, as applicable. Evidence of vaccines must be provided by a statement/bill from a licensed veterinarian or staff of the humane society and must be provided before the execution of this agreement.

   G. All pets must be housed within the unit and no facilities can be constructed outside of the unit for any pet. No animal shall be permitted to be loose and if the pet is taken outside it must be taken outside on a leash and kept off other resident's lawns. Also, all pets must wear collars with identification at all times. Pets without a collar will be picked-up immediately and transported to the Humane Society or other appropriate facility.

   H. All authorized pets must be under control of a resident **ADULT** (adult defined as a member of the household who is at least eighteen (18) years of age and having the ability to physically control the pet.) Any pet found outside the residential unit that is unleashed or tied to a fixed object, is not considered to be under control of an adult. Pets which are unleashed, or leashed and unattended, on

HAKC property may be impounded and taken to the local Animal Shelter. It shall be the responsibility of the resident to reclaim the pet at the expense of the resident. Also, if a member of the HAKC staff has to take the pet to the Animal Shelter the Resident will be charged $50 to cover the expense of taking the pet(s) to the Animal Shelter.

I. Pets, with the exception of dogs, may not be left unattended for more than twenty-four consecutive hours. Dogs may only be left unattended for twelve consecutive hours. If it is reported to HAKC staff that a pet has been left unattended for more than the above specified hours, HAKC staff may enter the unit and remove the pet and transfer the pet to the Animal Shelter. Any expenses to remove and reclaim the pet from any facility will be the responsibility of the resident. In the case of a true emergency, HAKC will work with the resident to allow more than 24 hours for the resident to make accommodations for the pet.

J. Pets, as applicable, must be weighed by a veterinarian or staff of the Animal Shelter. A statement containing the current weight of the pet and expected weight at animals full size must be provided to HAKC prior to the execution of this agreement and upon request by HAKC.

K. Visiting guests with pets will not be allowed under any circumstances. Residents will not at any time be a caretaker for any pet that belongs to someone else. A resident found to be in violation of this policy will be subject to termination of the Lease Agreement in accordance with applicable terms and conditions of the Lease Agreement and applicable state laws.

2. Responsible Pet Ownership: Each pet must be maintained responsibly and in accordance with this pet ownership lease addendum and in accordance with all applicable ordinances, state and local public health, animal control, and animal anti-cruelty laws and regulations governing pet ownership.

3. Pet(s) shall not disturb, interfere or diminish the peaceful enjoyment of other residents. The terms, "disturb, interfere or diminish" shall include but not be limited to barking, howling, chirping, biting, scratching, and other like activities. This includes any pets who make noise continuously and/or incessantly for a period of 10 minutes or intermittently for one-half hour or more and therefore disturbs any person at any time of the day or night. HAKC will terminate this authorization for a pet if the pet disturbs other residents under this section of the lease addendum. The resident will be given seven calendar days to make other arrangements for the care of the pet or the Dwelling Lease Agreement will be terminated in accordance with the applicable terms and conditions of the Lease Agreement and applicable state laws.

4. If the animal should become destructive, create a nuisance, represent a threat to the safety and security of other persons, or create a problem in the area of cleanliness and sanitation, Section III of this Policy shall take effect. The pet may remain with the resident during the hearing process unless HAKC has determined that the pet may be a danger or threat to the safety and security of other persons. If this determination has been made by HAKC, the pet must be immediately removed from the unit upon receipt of the notice from HAKC.

5. The resident is solely responsible for cleaning up the waste of the pet within the dwelling unit and on the premises of the HAKC property. If the pet is taken outside, it must be on a leash at all times. If there is any visible waste by the pet it must be disposed of in a plastic bag, securely tied and placed in the dumpster receptacle for their complex immediately. No waste from an animal should be allowed to accumulate, all waste is to be picked up and properly disposed of immediately. There are not exceptions. If HAKC staff has to pick-up waste after a resident's pet a minimum charge of $50.00 will be billed to the resident. A resident found to be in violation of this policy shall be subject to termination of the Lease Agreement in accordance with applicable terms and conditions of the Lease Agreement and applicable state laws.

6. The resident shall have pets restrained so that maintenance can be performed in the apartment. The resident shall, whenever an inspection or maintenance is scheduled, either be at home or shall have all animals restrained or caged. If an HAKC maintenance staff member enters an apartment where an animal is not restrained, maintenance shall not be performed, and the resident shall be charges a minimum fee of $32. If this same situation occurs again, the pet shall be removed from the premises. Pets that are not caged or properly restrained may be impounded by animal control officers or by HAKC staff and taken to the local Animal Shelter. It shall be the responsibility of the Resident to reclaim the pet at the expense of the Resident. Also, if a member of the HAKC staff takes a pet to the Animal Shelter the resident will be charged an additional $50 to cover the expense of taking the pet(s) to the Animal Shelter. The housing authority shall not be responsible if any animal escapes from the residence due to maintenance, inspections, or any other authorized activity.

7. Pets may not be bred or used for any commercial purposes.

8. The resident shall be responsible for supplying to the HAKC staff a picture of all animals covered before this agreement is executed.

Section II. SCHEDULE OF FEES AND DEPOSITS FOR EACH APPROVED PET

All Units

Type of Pet	Non-Refundable Fee	Deposit	Total
Dog	$50	$150	$200
Cat	$50	$150	$200
Caged Pets	$50	$150	$200

Note: The above schedule is applicable for each pet; therefore, if a resident has more than one pet he or she must pay the applicable fee and deposit for each pet.

The entire fee and deposit amount must be paid prior to the execution of the lease addendum. No pet shall be allowed in the unit prior to the completion of the terms of this pet policy.

The deposit shall be paid in full and all proof of vaccines and other requirements shall be made available to HAKC at time of application. Any exceptions will be reviewed on a case by case basis. All decisions of HAKC management are final. The deposit made shall be utilized to offset damages caused by the pet and/or resident. Any balance, if any, from the deposit will be refunded to the resident. THERE SHALL BE NO REFUND OF THE NON-REFUNDABLE FEE.

Section III. Pet Violation Procedure

1. **NOTICE OF PET RULE VIOLATION:** When HAKC determines on the basis of observation by staff or written statements from residents, that a pet owner has violated one or more of these rules in Section I – General Conditions which governs the owning or keeping of pets, HAKC will take the following corrective action:

    - Serve a notice of the pet rule violated by the owner. HAKC will send a letter by first class mail, properly stamped and addressed to the Resident at the leased dwelling unit, with proper return address, or
    - Serve a copy of the notice on any adult answering the door at the Residents' leased dwelling unit, or if no adult responds, by attaching the notice to the door and a time stamped photo will be taken.

2. The notice of pet rule violation will contain a brief statement of the factual basis for the determination and the pet rule or rules alleged to have been violated;

3. The notice will state that the pet owner has ten (10) days from the effective date of service of the notice to correct the violation (including, in appropriate circumstances, removal of the pet) or to make a written request for a meeting to discuss the violation. The effective date of service is the day that the notice is delivered or mailed, or in the case of service by posting, on the day that the notice was initially posted;

4. The notice will state that the pet owner is entitled to be accompanied by another person of his or her choice at the meeting;

5. Following the period in which the resident must cure the noted violation, any necessary subsequent notice will state that the pet owner has failed to correct the violation, or to request a meeting, or to appear at a requested meeting may result in initiation of procedures to terminate the pet owner's dwelling lease agreement in accordance with applicable terms and conditions of said dwelling lease agreement.

6. **PET RULE VIOLATION MEETING:** If the pet owner makes a timely request for a meeting to discuss an alleged pet rule violation, HAKC shall establish a mutually agreeable time and place for the meeting to be held within fifteen (15) days from the effective date of service of the notice of pet rule violation (unless HAKC agrees to a later date).

    - HAKC and the pet owner shall discuss any alleged pet rule violation and attempt to correct it and reach an understanding.
    - HAKC may, as a result of the meeting, give the pet owner additional time to correct the violation.
    - Whatever decision or agreement, if any, are made will be reduced to writing, signed by both parties, with one copy for the pet owner and one copy placed in the HAKC Resident file.

7. **NOTICE OF PET REMOVAL:** If the pet owner and HAKC are unable to resolve the pet rule violation at the meeting, or if HAKC determines that the pet owner has failed to correct the pet rule violation within any additional time provided for this purpose under Section III, paragraph 3 above (or at the meeting, if appropriate), requiring the pet owner to remove the pet. This notice will:

    - Contain a brief statement of the factual basis for the determination and the pet rule or rules that have been violated;

- State that the pet owner must remove the pet within thirty (30) days of the receipt of determination letter.
- State the failure to remove the pet may result in initiation of procedures to terminate the pet owner's residency in accordance with the applicable terms and conditions of the dwelling lease agreement.

Section IV. Protection of the Pet

1. If the health or safety of a pet is threatened by the death or incapacity of the pet owner, or by other factors that render the pet owner unable to care for the pet, HAKC may:

   - Contact the responsible party or parties listed in the registration form and ask that they assume responsibility for the pet;
   - If the responsible party or parties are unwilling or unable to care for the pet, HAKC will contact the appropriate Local Animal Control Authority, and request the removal of the pet;
   - If HAKC is unable to contact the responsible parties despite reasonable efforts, HAKC will contact the appropriate Local Animal Control Authority, and request the removal of the pet;
   - If none of the above actions produce results, HAKC may enter the pet owner's unit, remove the pet, and place the pet in a facility that will provide care and shelter until the pet owner or a representative of the pet owner is able to assume responsibility for the pet, but no longer than thirty (30) days. The cost of the animal care facility provided under this section shall be charged to the pet owner.

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RESIDENT ACKNOWLEDGMENT

After reading and/or having read to me this lease addendum I, _____ agree to the following:
(Print Name)

I agree to abide by the requirements outlined in this lease addendum for pet ownership and to keep the pet(s) in accordance with this lease addendum.

I agree and understand that I am liable for any damage or injury whatsoever caused by my pet(s) and shall pay HAKC or applicable party for any damages or injury caused by the pet(s). I also realize that I should obtain liability insurance for pet ownership and that paying for the insurance is my responsibility.

I agree to accept full responsibility and will indemnify and hold harmless HAKC for any claims by or injuries to third parties or their property caused by my pet(s).

I agree to pay a non-refundable fee of $_____ to cover some of the additional operating costs incurred by HAKC. I also understand that this fee is due and payable prior to the execution of this lease addendum.

I agree to pay a refundable pet deposit of $_____ to HAKC. The deposit must also be paid prior to the execution of this lease addendum. The pet deposit may be used by HAKC at the termination of the lease toward payment of any rent or toward payment of any other costs made necessary because of resident's occupancy of the premises, including but not limited to sums necessary to repair damage or clean up to the unit other than normal wear and tear. If damages exceed the deposit, tenant will be held liable for the charges. Otherwise, the pet deposit, or any balance remaining after final inspection, will be returned to the Resident within the timeframe allowed by law after termination of the Lease Agreement.

I AGREE AND UNDERSTAND THAT ALL INFORMATION CONCERNING MY PET(S) MUST BE UPDATED ANNUALLY AND PROVIDED TO HAKC.

I AGREE AND UNDERSTAND THAT VIOLATING THIS LEASE ADDENDUM WILL RESULT IN THE REMOVAL OF THE PET(S) FROM THE PROPERTY OF HAKC AND/OR EVICTION. I ALSO UNDERSTAND THAT I WILL NOT BE ALLOWED TO OWN ANY TYPE OF PET IN THE FUTURE WHILE BEING AN OCCUPANT OF HAKC.

I ALSO UNDERSTAND THAT I MUST OBTAIN PRIOR APPROVAL FROM HAKC BEFORE MAKING A CHANGE OF A PET FOR WHICH THIS POLICY WAS APPROVED OR ADDING A SECOND PET. ALSO, I AGREE TO SUPPLY A PICTURE OF THE AUTHORIZED PET TO HAKC FOR IDENTIFICATION AND DOCUMENTATION.

Head_____ Other Adult_____

Date_____ HAKC Staff_____

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(Please fill out a form for each pet)

Pet Owner's Name: _____

Pet Owner's Address: _____

Home Telephone: _____ **Work Telephone:** _____

Pet's Name: _____ **Type of Breed:** _____ **Age:** ____

Spayed or Neutered Date: _____ **License #:** _____

Description: _____ **Color:** _____

Veterinarian Utilized: _____

Address: _____ **Phone:** _____

Emergency Caregiver for the Pet: _____

Address: _____ **Phone:** _____

I have read and understand the rules governing pets and I and all members of my household promise to fully comply.

Signature of Pet Owner: _____ **Date:** _____

Approved By: _____ **Date:** _____

Cat:
Birth date: _____ **De-clawed?** _____ **Date:** _____ **Weight:** _____

Dog:
Birth date: _____ **Rabies:** _____ **Date:** _____ **Distemper:** _____ **Date:** _____

Weight: _____ **Date:** _____ **Comments:** _____

HAKC PET TAG # _____

PICTURE OF PET:

Checklist of Needs prior to Approval:
___Pet Deposit
___Spay/Neuter
___City License
___Shot Records
___Picture of animal