

## **PET POLICY**

### **EXCLUSIONS:**

The following policies do not pertain to animals that assist or provide service to persons with disabilities, referred to in this policy as “service animals.” Requests for service animals will be considered on a case-by-case basis. Requests must be made in writing prior to acquisition of the animal or prior to lease-up if the animal is already owned, and accompanied by a letter from a knowledgeable professional documenting the need for the animal as a reasonable accommodation for a person with a disability.

Service animals are allowed in all units owned and managed by the Missoula Housing Authority with no restrictions other than those imposed on all tenants to maintain their units and associated facilities in a decent, safe, and sanitary manner and to refrain from disturbing their neighbors. Owners of service animals are required to be in compliance with all State and local public health, animal control, and animal anti-cruelty laws and regulations, including requirements for licensing and vaccinations. This exclusion applies to service animals that reside in Maclay Commons, as well as to service animals that visit this project. Nothing in this policy:

1. Limits or impairs the rights of persons with disabilities,
2. Authorizes the Missoula Housing Authority to limit or impair the rights of persons with disabilities;
3. Affects any authority that the Missoula Housing Authority may have to regulate service animals that assist, support or provide service to persons with disabilities, under Federal, State, or local law. (CFR 24 Section 5.303)

### **PET RULES:**

- A. You must have prior written approval from the Missoula Housing Authority before bringing any pet onto the premises. Prior to accepting a pet for residency, you must provide to MHA proof of animal’s licensing, vaccination record, proof of spaying or neutering, and the name and a photo of the animal(s). You are also required to sign a statement that you have read and received a copy of this Pet Policy and agree to comply with its provisions. Proof of licensing and vaccinations must be provided each year at the time of tenant’s annual recertification.
- B. Only domesticated, common household pets will be allowed. Pets of vicious or aggressive disposition or those with poisonous bites or stings, deemed by management to be potentially harmful to the health and safety of others are prohibited. The following types of common household pets will be permitted under the following criteria:
  1. Dogs:
    - a. Only one dog is permitted
    - b. Must be 40 pounds or less when fully grown
    - c. Must be licensed by the City of Missoula
    - d. Must have proof of spay or neuter
    - e. Must have proof of all required vaccinations
    - f. Must wear a collar with license tag affixed at all times
    - g. The following breeds of dog are not allowed: Rottweilers, Pit Bulls, Doberman Pinschers, German Shepherds, or dogs of mixed-breed with identifiable characteristics specific to one of the prohibited breeds.

2. Cats:
    - a. Only one cat is permitted
    - b. Must have proof of spay or neuter
    - c. Must have proof of all required vaccinations
    - d. Must be trained to the litter box
  3. Birds:
    - a. No more than two birds are permitted
    - b. Cages may be no larger than 4 feet high by 3 feet wide by 2 feet deep, and must have removable litter trays to permit daily cleaning.
    - c. Birds must be maintained inside of cage at all times
    - d. No birds of prey or other dangerous species are permitted.
  4. Small caged animals:
    - a. Only Guinea pigs, hamsters, gerbils, or small non-poisonous lizards are permitted.
    - b. No more than two caged animals are permitted.
    - c. Small animals must be caged at all times.
  5. Aquariums:
    - a. Must not exceed twenty (20) gallons
    - b. One aquarium is permitted
- C. A maximum of three (3) common household pets is allowed. Only one dog or one cat is allowed; the second and third pet must be caged. If there is no cat or dog, a maximum of two (2) caged pets is allowed.
- D. A refundable pet deposit of \$125.00 must be paid in full before the pet is brought onto the premises. The pet deposit will be refunded, along with any interest accrued, less the cost of cleaning or damages directly attributable to the pet, when the resident moves out or no longer has a pet on the premises, whichever occurs first. In cases of financial hardship, MHA may allow tenant to make a payment arrangement which requires one-half (2) of the deposit when the pet is brought onto the premises with up to three (3) months to pay the balance due.
- E. Owners of animals are required to reimburse the housing authority for the actual cost of any and all damages caused by his/her pet or service animal. If a pet deposit has been paid, damages will first be charged to the deposit. Owner is liable for any charges that exceed the amount of the pet deposit.
- F. MHA is not responsible for any action, injuries or damages caused by any tenant's animal(s). Animals are the sole responsibility of the owner. MHA assumes no liability for failure of the animal owner to control the pet. Any injury or harm to other persons, animals, or property is the sole responsibility and liability of the animal owner. It is recommended that owners purchase liability insurance for this purpose.
- G. Animals must be appropriately and effectively restrained and under the control of a responsible individual at all times when not inside the resident's unit. **When outside the unit, dogs and cats must be on a hand-held leash and under the owner's control at all times.**

- H. Pets shall use common areas inside a building only for the purpose of passing to the outside of the building, except for service animals.
- I. Tenant is fully and solely responsible for promptly cleaning up and properly disposing of any waste or droppings, both inside and outside of their units. Pet waste must be bagged and disposed of in appropriate trash receptacles. Repeated failure by a resident to take responsibility for waste disposal shall be deemed a violation of the lease.
- J. Tenant shall take adequate precautions to keep the dwelling unit and surrounding areas free of pet odors, insect infestation, waste and litter, and maintain unit in a sanitary condition at all times.
- K. No unauthorized animal(s) may visit or be harbored in any unit owned by the MHA without prior written approval. Tenants are prohibited from feeding stray or wild animals (the exception, common birds that feed at bird feeders). Feeding of wild animals or strays shall constitute having a pet without permission.
- L. No animal will be allowed that constitutes a nuisance or threat to any tenant or detracts from any tenant's quiet enjoyment of their unit or the common areas of the complex. A nuisance or threat includes, but is not limited to, noise, smell, animal waste, and aggressive or vicious behavior.
- M. In the event your dog, cat, or other mammal bites an individual, you must report the event to the appropriate city police and/or health officials and the Housing Authority within twenty-four (24) hours of the bite.
- N. Tenant shall not alter the premises, including the unit, patio, or common area to create an enclosure for an animal, without express written permission from MHA management.
- O. If pets or service animals are left unattended for 24 hours or more, the MHA reserves the right to enter and remove the animal(s) and transfer them to the proper authority.
- P. If the health or safety of an animal is threatened by the death or incapacity of the owner, or by other factors that render the animal owner unable to care for the animal, the tenant agrees that MHA has permission to enter the owner's unit, remove the animal, and place it in a facility that will provide care and shelter. MHA will take every precaution to place the animal in a reputable well-known facility, however MHA is not responsible for the care of the animal after the placement is made.
- Q. An applicant who rejects an offer of housing because of a refusal to comply with the pet policy will not be allowed a "good cause" exception. All applicants are subject to the pet policy and may not move in with a pet that is not in compliance with this policy.
- R. An animal which displays vicious, dangerous, intimidating behavior, displays symptoms of severe illness, or demonstrates behavior that constitutes an immediate threat to the health or safety of others, shall be referred by MHA to the appropriate state or local entity authorized to remove such animals. Such animals are subject to immediate removal from the premises.
- S. Violation of any of the foregoing rules will result in a two-week notice to remove the animal from the premises. If this notice is disregarded, a thirty-day eviction notice will be issued.

A refundable pet deposit of \$125 will be paid by the resident as an additional security deposit against any damages or unusual wear or tear caused by the aforementioned pet or to offset any other charges or liabilities. (Does not apply to assistance or companion pets).

I have read and understand all rules and regulations contained in the \_\_\_\_\_ Pet Policy. I agree to abide by all rules and regulations contained therein.

**THE RESIDENT AGREES TO THE FOLLOWING:**

1. Only the following pet(s) will reside in my apartment. (Please provide brief description of the pet.):

Pet 1: \_\_\_\_\_ Assistance/companion animal? Y N  
Pet 2: \_\_\_\_\_ Assistance/companion animal? Y N

- 2. Any additional pet or change of pet requires a new agreement.
- 3. Resident, any guest, or invitee, shall indemnify, defend and hold Owner and its officers, agents, and employees harmless from and against any actions, suits, claims and demands (including legal fees, costs, and expenses arising from damage or injury to any person or property of others by any pet owned, kept housed or maintained by Resident, his/her guest or invitee.
- 4. In the event Resident is unable to care for pet, please provide an emergency contact:

Name of Emergency Contact: \_\_\_\_\_ Phone: \_\_\_\_\_  
Address: \_\_\_\_\_ Relationship: \_\_\_\_\_

5. This agreement does not in any way alter the Owners right to pursue and eviction under the Landlord/Tenant Law.

_____ Resident	_____ Date	_____ Owner/Agent	_____ Date
_____ Resident	_____ Date		
_____ Resident	_____ Date		