

BALDWIN VILLAGE

PET POLICY

A Tenant at Baldwin Village is allowed to have **one common household pet** in his/her apartment. The Pet Ownership Policy adopted by Mohn Street Accessible Housing, Inc. (MSAH) prescribes standards of pet care and handling which are necessary to protect the condition of the tenant's unit, the general condition of the premises and to protect the health and safety of tenants, employees and the public.

Certain requirements **DO NOT** apply to service animals that assist persons with disabilities. This exclusion applies to both service animals that reside at Baldwin Village and service animals that visit residents of Baldwin Village. Nothing in this rule shall:

- limit or impair the rights of persons with disabilities;
- affect any authority MSAH may have to regulate service animals that assist persons with handicaps or disabilities.

1. Guidelines for Pet Ownership

A. A common household pet is defined as a domesticated animal that is traditionally kept in the home for pleasure rather than for commercial purposes.

B. Each household is limited to **one (1) pet per household, per unit**. Allowable pets are limited to the following:

- | | |
|--------------|---|
| 1. Dog | 5. Hamster |
| 2. Cat | 6. Guinea pig |
| 3. Birds (2) | 7. Fish (reasonable number commensurate to aquarium size) |
| 4. Gerbil | |

C. The following are NOT defined as common household pets and are PROHIBITED:

- | | |
|---|-------------------------------|
| 1. Reptiles | 8. Doves |
| 2. Wild animals | 9. Mynah birds |
| 3. Feral animals | 10. Psttacine birds (Parrots) |
| 4. Livestock | 11. Non-human primates |
| 5. Mice | 12. Ferrets |
| 6. Rats | 13. Pot-bellied pigs |
| 7. Pigeons | 14. Hedgehogs |
| 15. Other animals including those whose protective instincts and natural body armor produce a risk to human beings or other animals | |

- D. Pet owners are required to register the pet with the Baldwin Village Manager and provide appropriate disclosures **BEFORE** the pet is brought onto the Baldwin Village property.
- E. If a tenant harbors a pet without MSAH approval or registration, their pet ownership privileges shall be suspended for a period of one (1) year. A repeat violation will result in lifetime suspension of pet ownership privileges or termination of the Lease.
- F. No tenant shall keep, raise, train, breed or maintain any pet of any kind at any location, either inside or outside a dwelling unit, for commercial purposes or for fighting.
- G. All residents are prohibited from feeding, housing or caring for stray animals. Such action shall constitute having a pet without permission of the Authority.
- H. Pets not owned by a current Baldwin Village tenant or properly registered and authorized by MSAH are NOT permitted on the premises on a temporary or visiting basis. Trained service animals that are used to assist persons with handicaps or disabilities are excluded from this provision.
- I. No pet owner shall keep a pet in violation of State or local health and/or anti-cruelty laws or ordinances. Any failure of the Pet Ownership Policy to define the applicable laws or ordinances does not relieve the pet owners of the responsibility for complying with this requirement.
- J. In order to safeguard the health, safety and welfare of tenants, employees and the public, no pet owner shall keep a vicious, dangerous or intimidating pet on the premises. If the pet owner declines, delays or refuses to remove such a pet from the premises, MSAH will effect its removal. The pet owner will be responsible for any costs associated with the pet's removal and/or subsequent impoundment. The definition of a vicious or dangerous animal is:
 - ⇒ any animal that constitutes a physical threat to human beings, other animals or livestock;
 - ⇒ any animal which has a disposition or propensity to cause injury or behave in a manner which could reasonably cause injury to human beings, other animals or livestock, regardless of whether or not such behavior is hostile;
 - ⇒ any animal which has, without provision, bitten, attacked or inflicted injury on any human being, to other animals or livestock;
 - ⇒ any animal which has been used in the commission of a crime.
- K. Any dog that is offspring of the following breeds, regardless of the percentage of pedigree, is strictly prohibited:

⇒ Pit-bull Terrier	⇒ Doberman Pincher
⇒ Rottweiler	⇒ Pressa Canary
⇒ Chow	⇒ German Shepherd
⇒ Shar Pei	⇒ Boxer
⇒ Akita	
- L. A dog or cat's weight may not exceed 25 pounds by adulthood.

- M. A dog or cat's height may not exceed 15 inches (*measured at the shoulder*) by adulthood.
- N. A fish aquarium may not exceed a 20-gallon capacity.
- O. Trained *service animals* that are used to assist persons with disabilities are excluded from the breed, size, weight and type requirements. They are, however, required to assure proper licensing, inoculations, leash restraints, etc.
- P. Dogs and cats shall be licensed annually with the County of Dauphin or as required by State and local laws or ordinances. Pet licenses are in effect January 1 and will expire December 31 of the calendar year following purchase. Dogs and cats must wear a collar with the license tag affixed at all times.
- Q. Dogs and cats must be spayed or neutered and the pet owner shall pay the cost thereof.
- R. Dogs and cats must be inoculated annually or as required by applicable State and local health and/or anti-cruelty laws or ordinances. The inoculations shall include (but are not limited to) rabies and distemper boosters.
- S. MSAH reserves the right to require the removal of any pet from the premises when the animal's conduct or condition is duly determined to constitute a nuisance or a threat to the health or safety of other persons or animals.
- T. Each pet owner shall pay a refundable pet deposit of fifty (\$50) dollars.

2. Pet Registration

- A. A tenant who desires to own a pet shall register the pet at the Baldwin Village office at the time they are signing the lease for the rental unit or, if already in residence, PRIOR to the time the pet is brought into the unit.
- B. Registration for each animal shall be done by the filing of the following disclosures and forms:
 1. Name of the adult household member who will be primarily responsible for animal care;
 2. Detailed description of the pet;
 3. Color photograph of the pet;
 4. A health certificate prepared by a veterinarian, including:
 - a) a statement that pet has no communicable disease;
 - b) spaying or neutering;
 - c) medical condition precluding spaying or neutering;
 - d) current rabies and distemper vaccinations or species subject to State or local rabies vaccination requirements;
 - e) name, address and telephone number of veterinarian who will be providing regular care to the pet; and
 - f) a copy of the license issued by the County of Dauphin for ownership of the animal for whom licensing is a legal requirement.

- C. The pet owner must provide additional information necessary to ensure compliance with any policies prescribed herein. The pet owner shall be required to sign a statement indicating that he or she has read and received a copy of the Pet Policy and agree to comply with all provisions contained in it.
- D. Each pet owner shall identify one (1) alternative custodian or responsible party for his or her pet. The custodian must be willing and able to assume responsibility for the care and keeping of the pet, including (*if necessary*) the removal of the pet from Baldwin Village. If the pet owner becomes ill or is absent from the dwelling unit and unable to care for his or her pet, the alternate custodian shall assume responsibility. Custodian information shall be updated as often as necessary to ensure MSAH has current information at all times.
- E. Each pet owner shall pay a refundable per deposit of fifty (\$50.00) dollars. There is no deposit required for gerbils, hamsters or guinea pigs, birds or fish. The pet deposit is in addition to any other financial obligation imposed on tenants who own or keep a pet. The pet deposit shall be placed in an escrow account and shall be used only when the pet owner no longer keeps a pet or at the termination of the lease. The pet deposit shall only be used to cover the costs of damages directly attributable to the presence of the pet on the premises. Examples of such costs or damages can include (but are not limited to) the following:
- ⇒ repairs and/or replacements to the premises
 - ⇒ fumigation of the premises
 - ⇒ extermination of the premises
- F. The Authority will refund the unused portion of the pet deposit to the resident within a reasonable time after the pet owner vacates Baldwin Village or no longer owns or keeps a pet in the dwelling unit.
- G. Upon receipt and validation of the above disclosures and pet deposit, MSAH will issue the pet owner a Pet Permit authorizing the resident to keep the pet in his/her apartment.
- H. Tenant shall not harbor or keep a pet at Baldwin Village before obtaining authorization and a Pet Permit from an agent of Baldwin Village. If a tenant harbors a pet without MSAH approval or registration, their pet ownership privileges shall be suspended for a period of one (1) year. A repeat violation will result in lifetime suspension of pet ownership privileges.
- I. The pet owner shall re-certify the pet's registration at least annually. Re-certification of pet registration shall require the same disclosures as the initial pet registration described above.
- J. MSAH shall revoke a pet's registration or refuse to register a pet if the pet owner fails to provide required pet registration information or fails to update the required information at least annually, or when requested by an agent of MSAH.

3. Pet Care

- A. The pet owner shall house the pet **inside of their dwelling unit**.
- B. The pet owner shall feed their pet, at least once per day, or in accordance with reasonable standards and proper care of a specific type of pet.
- C. A dog owner must ensure the pet is exercised at least twice per day.
- D. A pet owner shall implement effective flea control by measures that produce no toxic hazard to the pet or others that may come into contact with treated animals.
- E. A pet owner shall ensure suitable sanitation of the animal's living or sleeping quarters, at all times.
- F. Dogs, cats, birds, gerbils, hamsters and guinea pigs shall have access to an adequate supply of fresh water at all times.
- G. A representative of Baldwin Village and/or any governmental health or animal control officer or his or her designee, may, at any time, inspect any animal and the premises where the animal is kept.
- H. A representative of Baldwin Village and/or any governmental health or animal control officer or his or her designee may enter a dwelling unit when there is evidence that an animal, left alone, is in danger or distress or has been left unattended for ten (10) hours or more. If there are unfavorable conditions present, the pet may be impounded, subject to any provision of State or local health and/or anti-cruelty laws or ordinances in this regard. MSAH shall accept no responsibility of the pet under such circumstances.
- I. No dog or cat shall be permitted to remain along in an apartment overnight while the tenant is away.

4. Handling of Pets

- A. A pet owner is prohibited from altering the dwelling units or the surrounding premises to create a space, hole, container, shelter or enclosure for any pet.
- B. A pet owner is prohibited from erecting or placing a cage, crate, shelter or container outside of their apartment at any time.
- C. The pet owner shall always keep a cat or dog on a leash and shall control the animal when it is taken out of the dwelling unit for any purpose. The leash must be attached to an individual twelve (12) years of age or older. The leash cannot exceed six (6) feet in length.

- D. A pet owner is prohibited from tethering or chaining an animal outside of or within the dwelling unit.
- E. The owner of a bird(s) shall confine them to a cage at all times.
- F. Any animal running loose will be referred to the local authorities for removal from the premises.
- G. In the event of the death of a pet, the pet owner/tenant is responsible for making immediate arrangements for its removal and disposal. Carcasses may **NOT** be placed in dumpsters, trash cans, or buried on Baldwin Village property.

5. Pet Waste Removal

- A. The owner of a cat must provide a box with kitty litter inside the dwelling unit, which must be accessible to the cat at all times. The pet owner shall not permit waste in the litter box to accumulate or to become offensive, unsanitary or unsightly. The litter must be cleaned of waste at least every two (2) days and totally replaced at least once each week. The cages for gerbils, hamsters, and guinea pigs must also be cleaned regularly for health purposes and to avoid odors. The pet owner shall dispose of such waste and litter by placing it in a tightly sealed bag or other container and depositing it in the appropriate trash dumpster outside the apartment where the pet owner resides.
- B. The owner of a dog shall not permit their pet to void urine or excrement in any neighboring yards or common public areas.
- C. The owner of a dog must allow his/her pet to utilize the designed pet area. The pet owner must remove removable waste immediately.
- D. The owner of a dog shall not permit dog waste to accumulate or to become offensive, unsanitary or unsightly in the yard assigned to the owner's apartment.
- E. Pet waste shall **NOT** be flushed down toilets, sinks or tubs.

4. Health and Safety

- A. The pet owner shall take the precautions and measures necessary to eliminate offensive pet odors within and around the dwelling unit and shall maintain the dwelling unit in a sanitary condition at all times, as determined by MSAH.
- B. A pet owner shall not keep or harbor any pet so as to create offensive odors, excessive noise or unsanitary conditions which demonstrate a menace to the health, comfort or safety of other persons or animals.

- C. The pet owner shall remove or restrain a pet when a MSAH representative (or designee) is present in or around his or her apartment. Examples can include (but are not limited to): repair technicians, inspectors, exterminators, etc.
- D. At no time may a pet prohibit a MSAH representative or designee from gaining access a Baldwin Village apartment or area. (*See also 7., Pet Removal.*)
- E. MSAH reserves the right to seek impoundment and sheltering of any animal if the pet's conduct or condition is duly determined to constitute a nuisance or a threat to the health or safety of other persons or animals. The provisions of State or local health and anti-cruelty laws and ordinances will be observed in making this determination.

7. Pet Removal

A. IMMEDIATE PET REMOVAL

An animal is subject to immediate removal from the premises when MSAH determines, on the basis of objective facts, one or more of the following conditions exist:

1. A pet prohibits a MSAH representative or designee from gaining access to Baldwin Village.
2. A pet 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. (*See Part 1., Paragraph J for the definition of a vicious or dangerous animal.*)
3. There is evidence an animal, left alone, is in danger or distress or has been left unattended for ten (10) hours or more.

4. PROCEDURES OR IMMEDIATE REMOVAL OF AN ANIMAL

- a. MSAH will first attempt to contact the pet owner and/or recorded alternate custodian to remove the animal. If contact is unsuccessful or the owner and/or custodian(s) declines, delays or refuses to remove the pet, the animal will be removed from the premises by a trained professional. The owner shall be responsible for any and all costs associated with the removal and subsequent shelter of the animal
- b. The said pet shall be prohibited from returning to Baldwin Village pending resolution of any dispute regarding said violation.
- c. If MSAH must effectuate the removal of any animal, the pet owner shall forfeit the full amount of his/her pet deposit as well as their pet ownership privileges or, depending upon the circumstances, may have his/her lease terminated.

B. URGENT PET REMOVAL

An animal is subject to removal from the premises if MSAH determines, on the basis of objective facts, the following conditions exist:

1. The local authority empowered to do so revokes a dog or cat license.
2. A pet repeatedly disturbs, interferes or diminishes the peaceful enjoyment of the surroundings of the community in which the pet resides. The terms disturb, interfere or diminish shall include, but is not limited to: barking, howling, biting, scratching, chirping and other activities of a disturbing nature.

3. PROCEDURES FOR URGENT REMOVAL OF AN ANIMAL

- a. MSAH shall provide the pet owner with a written notice to remove the pet. The notice to remove the pet shall contain:
 1. a statement of the factual basis for the determination;
 2. a statement advising the pet owner to remove the pet within three (3) days for the date of the notice;
 3. the pet owner's rights under the administrative grievance procedure.
- b. If the pet owner declines, delays or refuses to remove the pet in accordance with the notice, and fails to request a grievance conference, MSAH shall:
 1. initiate procedures to terminate the pet owner's tenancy;
 2. contact the local authorities employed to accomplish the removal. The owner shall be responsible for any and all costs associated with the removal and shelter of the pet. MSAH shall accept no responsibilities for the pet under such circumstances.
- c. The said pet shall be prohibited from returning to Baldwin Village pending resolution of any dispute regarding said violation.
- d. If MSAH must effectuate the removal of any animal, the pet owner shall forfeit the full amount of his/or pet deposit as well as their pet ownership privileges.

8. Animal Bites

In the event a dog, cat or other mammal has bitten an individual, the incident shall be reported to the appropriate municipal police and/or health officials and MSAH within twenty-four (24) hours of the bite.

9. Pet Policy Violation

If MSAH determines, on the basis of objective facts, that a pet owner has violated any section of the Pet Ownership Policy (which is not defined in Section 7. of the Policy.)

1. A written notice of lease violation or pet violation will be issued to the pet owner. The notice shall contain:
 - a. The pet rule(s) alleged to be violated.
 - b. a statement of the factual basis for the determination and the pet rule or rules alleged to be violated;
 - c. a statement allowing the pet owner ten (10) days from the date of service of the notice to correct the alleged violation(s) or to make a written request for a meeting to discuss it;
 - d. a statement that the pet owner is entitled to be accompanied by another person of his/her choice at the meeting; and
 - e. a statement that the pet owner's failure to correct the violation, request a meeting, or appear at a requested meeting may result in initiation of procedures to terminate the pet owner's tenancy.
2. If a pet owner fails to correct the violation(s) within the allocated time or request a meeting, MSAH shall follow the procedures for Urgent Removal of an Animal found in Section 7. of this Policy. The said pet shall be prohibited from returning to Baldwin Village pending resolution of any dispute regarding said violation.
3. Three (3) violations of the Pet Ownership Policy (other than serious violations indicated in # 4. Below) within a 12-month period shall result in the revocation of pet ownership privileges, or all members of the unit wherein the pet resides for twelve (12) months.
4. If a resident harbors a pet without MSAH approval or permits any dog of any prohibited pedigree in his/her apartment for any period of time, keeps an animal for commercial purposes or fighting, keeps any animal which presents a danger to other tenants or MSAH representatives, or misrepresents the kind or size of the animal for which he/she is requesting a permit, or for any other serious violation of this Pet Policy, pet ownership privileges for all members of the unit will be suspended for one (1) year. A repeat violation will result in suspension of pet ownership privileges for the remainder of the resident's (and all household member's) tenancy at the discretion of MSAH.
5. If the MSAH must effectuate the removal of any animal, the pet owner shall forfeit the full amount of his/her pet deposit as well as their pet ownership privileges.

BALDWIN VILLAGE

PET APPLICATION/PERMIT

Tenant Name _____ Date _____

Address: _____ Phone: _____

Type of Pet: Dog _____ Cat _____ Bird _____ Fish _____ Other _____

Emergency Contact Sheet Completed and attached: Yes _____ No: _____

Is this a certified service animal? Yes _____ No _____ Documentation: Yes _____ No _____

CATS AND DOGS ONLY:

Pet's Name: _____ Breed: _____

Sex: _____ Weight: _____ Height: _____ Color: _____

Innoculation Date: _____ Neutered/Spayed Date _____

Declawed: Yes _____ No: _____ License No. _____

I have received a copy of the Baldwin Village Pet Policy, understand these rules and agree to comply with all requirements for the keeping of my pet. I understand that a violation of these rules could lead to removal of the pet by Mohn Street Accessible Housing, Inc., the termination of my lease, or both.

Signature of Tenant Date

For Use By a Representative of Baldwin Village

Above Pet Application is: Approved _____ Denied _____

Signature: _____ Date _____

Comments: _____

BALDWIN VILLAGE
PET EMERGENCY CONTACT SHEET

This will certify that I, (printed name) _____, am willing to
provide care in my residence for the (name/description of pet) _____

_____ who belongs to _____

who resides at Baldwin Village, 400 Mohn Street, Apartment _____, Steelton, PA 17113 .

I understand that I must remove the pet from Baldwin Village within 12 hours of receiving notification
from a representative of Baldwin Village.

Address: _____

Home Phone _____ Work Phone: _____ Cell Phone: _____

Signature: _____ Date: _____

Note: This form must be completed and signed by the “alternate” pet care giver and not by the pet owner.

