



Addendum B

PET OWNERSHIP POLICY

I. ASSISTIVE ANIMALS

Assistive or Support Animals are not pets and are not required to be in compliance with portions of the Pet Ownership Policy. If a Tenant has an Assistive/Support Animal and an approved pet, the pet policy applies to the pet. Additional information pertaining to Assistive/Support Animals can be found in Assistive or Support Animal Policy.

II. INTRODUCTION.

- A. Tenants of the Housing Authority of the City of Cumberland may own pets that are present at the Tenant's dwelling unit ONLY in accordance with this policy.
- B. This policy does not apply to animals that are used to assist, support or provide services to persons with disabilities (Assistive/Support Animals). Because animals trained and actually used to assist a person with a disability are not considered pets, a person with a disability who uses an Assistive/Support Animal is entitled to pet ownership of another dog or of a cat in accordance with the terms of this policy.
- C. All pets are considered owned by the head of household of the unit and that head of household is responsible for complying with the Pet Ownership Policy of the Housing Authority. The term "head of household" includes the terms "Tenant" and "pet owner" when used in this policy.
- D. The Housing Authority may decline to approve a particular pet or to authorize a Tenant to own and maintain a pet. The Housing Authority may suspend or revoke the approval or authorization to own and maintain a pet if the Tenant fails to comply with the terms of this policy or, if the Housing Authority has just cause that a Tenant should not be permitted to own and maintain a pet.
- E. Tenants will be required to pass a Housekeeping Inspection prior to the permit being issued. Failure of the Housekeeping Inspection will result in denial of the permit. The applicant household for the pet permit must wait a period of six months after failing the Housekeeping Inspection prior to reapplying for a pet permit.

III. PERMITTED PETS:

DOMESTIC CATS AND DOMESTIC DOGS – *this provision applies only to domestic cats and dogs. The term animal or pet as used in the Pet Ownership Policy refers to either a domestic cat or dog. Tenants may, provided they adhere to the requirements of this policy, own birds and fish in addition to a domestic cat or a domestic dog.*

- A. Only one (1) domestic cat **or** one (1) domestic dog shall be owned and housed in a unit. The animal must be a house pet and shall only be housed inside the unit.
- B. Under no circumstance will any Tenant, Guest or Visitor be entitled to have a Pit Bull or Pit Bull mix dog which has been deemed inherently dangerous by the State of Maryland.
- C. No animal shall be permitted at the Tenant's unit or on the Housing Authority property until it has been approved and a Pet permit issued by the Housing Authority. The Tenant must obtain Housing Authority approval of the animal prior to bringing the animal into the unit or onto Housing Authority property. The following requirements must be met in order for an animal to be considered for approval:
 - 1. An application for pet approval, provided by the Housing Authority, must be completed and submitted to the Central Office located at 635 East First Street, Cumberland, Maryland.
 - 2. An actual photograph of the animal must be taken by Housing Authority personnel and attached to the application form. The photograph can be taken at the time the application is submitted.
 - 3. All female cats and dogs six (6) months of age or older shall be spayed and all male cats and dogs six (6) months of age or older shall be neutered. In the case of an animal six (6) months of age or older, documentation of spay/neuter shall be submitted to the Central Office prior to the animal being approved. For animals under the age of (6) months, tentative approval may be given with the requirement that the Tenant provide documentation of spay/neuter by the time the animal attains six (6) months of age. Any animal tentatively approved under this subparagraph shall lose its approval if the required documentation is not received by the required date.
 - 5. Dogs are limited to those with a maximum mature height of twenty (20) inches (to the shoulder) and a maximum mature weight of twenty-five (25) pounds. A certification from a Veterinarian as to the maximum mature height and weight is required. A form will be provided to Tenants for the Veterinarian to complete.
 - 6. Dogs and cats must be licensed at all times in accordance with applicable State and local laws and regulations. Dogs and cats must have and be

kept current on all immunizations required by applicable State and local laws and regulations. Documentation of licensing and immunizations must be provided to the Central Office. Tenants are required to provide updated proof of licensing and immunizations at the time of the Tenant's annual reexamination/recertification and at such other times as may be reasonably requested by the Housing Authority.

7. Animals considered vicious or aggressive including but not limited to Pit Bulls **WILL NOT** be approved. A certification from a Veterinarian is required. A form will be provided to Tenants for the Veterinarian to complete. An animal that is considered vicious or aggressive is:
 - (a) any animal that constitutes a physical threat to human beings or other animals; or
 - (b) any animal that, due to its disposition or demonstrated behavior, could reasonably cause injury to human beings or other animals; or
 - (c) any animal that has bitten or attacked a human being or another animal.

8. Tenants must submit a statement regarding the owner's arrangement for removal of the dog or cat from their unit in the event of the owner's confinement, absence or death. A form will be provided for the Tenant to complete. Tenants are required to provide an updated statement at the time of the Tenant's annual reexamination/recertification and at such other times as may be reasonably requested by the Housing Authority. If the health or safety of a pet is threatened by the death or incapacity of the pet owner, or by other factors that either the pet owner unable to care for the pet, the Housing Authority may contact the responsible party listed in the pet registration.

If the Housing Authority has made a reasonable attempt to contact the responsible party, but the party is either unwilling or unable to care for the pet, the Housing Authority may contact the appropriate State or local authority or designated agent of such an authority, to remove a pet under these circumstances.

- D. Tenants are required to pay an additional security deposit and a non-refundable monthly fee.
 1. Pet Security Deposit. Payment of an additional security deposit, known as a Pet Security Deposit, shall be paid to the "Housing Authority of the City of Cumberland" for a dog or a cat housed in a unit. This Pet Security Deposit shall be paid in full to the Housing Authority after approval has been given by the Housing Authority for the requested animal and prior to the animal being authorized to be in the unit. This Pet Security Deposit will be maintained in an escrow account by the Housing Authority and will be used to correct any damage to Housing Authority property (inside and out) by the animal after the animal has vacated the premises or the Tenant of that unit has moved out, whichever occurs first.

- (a) Tenants shall pay a Pet Security Deposit in the amount of One Hundred Fifty (\$150.00) for either a cat or a dog.
- (b) If an animal has been removed from the unit and the owner remains a Tenant, an inspection will be conducted to assess any damage. In the case of damage, work will be performed, billed and deducted from Pet Security Deposit prior to close out of this account. Any unused balance of the Pet Security Deposit will be returned after the inspection and necessary repairs have taken place. Damages exceeding the Pet Security Deposit will be billed to the Tenant.
- (c) The Pet Security Deposit will not be used to offset the cost of repairs and maintenance to the unit or Housing Authority property caused by the animal during a period when the animal is housed in the unit. Tenants will be billed for these costs. The Pet Security Deposit will only be applied to work performed to repair damage caused by the animal once the animal has been permanently removed from the unit.
- (d) Under Maryland law, the following may apply to Pet Security Deposits

Bank Account - Within thirty (30) days after receipt, Landlord shall deposit the Pet Security Deposit in an interest-bearing account or shall hold the Pet Security Deposits in an insured certificate of deposit, in a federally insured Maryland bank or savings institution and that account shall be used solely for security deposits.

Return of Deposit - Unless the pet is removed from the unit prior to the termination of the lease, within forty-five (45) days after the end of tenancy, Landlord shall return to the pet owner the Pet Security Deposit minus any amount which Landlord shall rightfully withhold for damages caused by the pet. Simple interest, at the same rate required by Maryland Law on residential security deposits in effect at the time the refund is due, will be paid on Pet Security Deposits and will accrue at six (6) month intervals from the day the Pet Security Deposit was given.

Withholding of Deposit - Upon the termination of the lease or the removal of the pet, Landlord may withhold from the Pet Security Deposit to offset any damage to the property reasonably attributed to the pet. Tenant is required to give a minimum thirty (30) day written notice of the intent to vacate at the end of the initial twelve (12) month lease term. At move-out, Tenant will have the right to be present when Landlord inspects the Premises.

Notice to Tenant for Withholding Deposit - If Landlord withholds any part of the Pet Security Deposit, within forty five (45) days after termination of the tenancy or removal of the pet, Landlord shall send by first class mail to Tenant's last known address, a written list of the damages claimed and costs actually incurred.

Tenant Ejected, Evicted or Abandoning - Where Tenant has been evicted or ejected for breach of Lease, or has abandoned the premises prior to termination of the Lease, the procedures for return of the Pet Security Deposit are as follows: a) within forty-five (45) days after leaving premises, Tenant shall send to Landlord, by first class mail a request for return of security deposit, and inform Landlord of Tenant's new address; b) within forty five (45) days of receipt of such notice, Landlord shall send to Tenant by first class mail a written list of the damages claimed together with a statement of the costs actually incurred and shall return to the Tenant the Pet Security Deposit with simple interest, paid at the same rate required by Maryland Law on Residential security deposits in effect at the time the refund is due. Interest is paid only on security deposits of Fifty (\$50.00) or more, accruing at six (6) month intervals from the day the Pet Security Deposit was given, less any damages rightfully withheld. If Landlord fails to send the list of damages required, the right to withhold any part of the Pet Security Deposit for damages is forfeited.

Landlord Liability - The failure of Landlord to comply with the Security Deposit Law may result in Landlord being liable to Tenant for a penalty of up to three (3) times the security deposit plus reasonable attorney's fees.

2. Non Refundable Monthly Fee.

A non-refundable Pet Fee of Ten (\$10.00) per month shall be charged to each unit housing an approved dog or cat. This Pet Fee is intended to cover reasonable operating costs of the Housing Authority related to cats and dogs and will not be applied to damage caused by a specifically identified pet.

- E. Upon approval of an animal by the Housing Authority, written authorization will be issued to the Tenant and will apply ONLY to that animal and ONLY to that Tenant. A Tenant must obtain approval and authorization for a new animal in that Tenant's unit. A Tenant wishing to receive a previously approved and authorized animal owned by another Tenant must obtain approval and reauthorization for that animal.
- F. The following rules apply:
1. Pet owners shall be responsible for any damage caused by an animal to any Housing Authority property, including any unit (inside and outside) or common area. Damage outside of a unit or in a common area includes, but is not limited to, all damage caused by a pet to any physical structure, furniture, equipment, shrub, grass, or plant on Housing Authority property.
 2. Yards are considered part of a unit – the Tenant shall insure that feces are removed immediately and disposed of in properly sealed containers.

3. Yards must be maintained in an acceptable manner – the Tenant shall insure that no holes or bare spots due to an animal's use of this space.
4. If during an inspection of a unit:
 - (a) an animal odor is present, it will be documented on the inspection report. The Tenant shall be required to correct problem and a follow up inspection will be conducted; if Housing Authority personnel or a contractor is required to eliminate the odor, the Tenant shall be responsible for the cost of fumigation or other corrective action.
 - (b) the presence of fleas is detected in the unit, it will be documented on the inspection report and the Tenant shall be responsible for the cost of exterminating the unit and any other affected unit.
 - (c) any pet damage to the unit (inside or out) observed will be documented on the inspection report and the Tenant will be responsible for the cost of repairs.
5. When an animal is not inside the unit, the animal must remain on a leash at all times, including when in a fenced yard. All Tenants must also comply with the City of Cumberland's leash laws and any other ordinances or laws of the City of Cumberland, Allegany County and the State of Maryland that pertain to the keeping and treatment of pets.
6. Animals shall not be left outside unattended, even when on a leash. Animals shall not be chained or tethered outside unless a Tenant of the unit accompanies the animal.
7. There shall be no structure (no animal house, kennel or similar structure) in the yard or patio area to house or to shelter the animal while outside. These animals are considered inside pets.
8. No food or water for animals shall remain outside.
9. Animals shall not to be left unattended in a parked vehicle.
10. Animals shall not be left unattended in the unit for more than ten (10) hours.
11. Vicious or aggressive animals are not permitted on Housing Authority property. This includes animals that have been previously certified as non-vicious or non-aggressive which have later demonstrated a vicious or aggressive nature. If an animal attacks a person, any report made to the Health Department Management Office, the Health Department will result in an investigation. Governmental procedures must be followed for these investigations. If the Health Department investigation substantiates the attack, the animal shall be permanently removed from the premises by the owner within twenty-four (24) hours after notification of the findings. It

is the responsibility of all Tenants to report any such attack to the Health Department.

12. Dogs that have been previously certified as complying with the mature height and weight restrictions may lose their status as an approved and authorized animal if that certification is later determined to have been an incorrect assessment of the dog's mature weight and height.
13. When an animal is being taken from the yard area it must be on a leash and any dropped feces are to be picked up immediately and properly disposed of in a properly sealed container. Animals are to be prevented from urinating on shrubs, bushes, plants, etc. while being transported through the community.
14. Tenants shall be responsible for removing the animal from the unit or containing the pet in a cage at all times that Housing Authority personnel or a contractor are performing tasks in the unit. If tasks are being performed outside the unit, the Tenant is responsible for keeping the animal in the unit while the task is being performed.
15. Only the specific animal that has been approved by the Housing Authority shall be permitted at the Tenant's unit or on the Housing Authority property. Pet sitting in a Tenant's unit is not permitted, even if this pet is an approved pet of another Tenant. All Tenants are responsible for ensuring that their guests do not bring an animal (other than an animal that has a current approval or authorization by the Housing Authority) into the unit or onto the Housing Authority property.
16. Except as permitted in Section V (pertaining only to Tenants of John F. Kennedy Apartments and Queen City Tower), no animals shall be permitted in common rooms, community buildings, outside functions at common areas, or on the playground.
17. The Housing Authority will provide Tenants a form of identification for their pet indicating that is an approved and authorized pet. The pet must wear this identification at all times. Lost tags will be replaced at a cost of \$5.00 each.
18. All pets are to be maintained so as not to create a problem with their food or feces that may create a health or sanitation problem. For example: food or feces accumulation on the floor of the unit, on the patio, on the balcony, or elsewhere.
19. In the case of cats and other pets using litter boxes, the pet owner shall separate the waste from the litter daily and the litter shall be changed weekly. Said waste shall be disposed of in the following manner:
 - (a) John F. Kennedy Apartments and Queen City Tower - Waste shall be put in a sealed container and placed in the garbage chute.

(b) Jane Frazier Village, Fort Cumberland Homes and Banneker Gardens - Waste shall be put in a sealed container and placed in the dumpsters.

20. There will be a tenant charge for cleanup of any area as a result of a violation by a pet owner of any of the above sanitary standards. The resident will be charged \$5.00 per occurrence for cleanup of pet waste.

Birds - this provision applies only to birds. Tenants may, provided they adhere to the requirements of this policy, own birds in addition to fish and in addition to a domestic cat or a domestic dog.

- A. No prior approval is required for birds kept in accordance with the terms of this policy. The Housing Authority must be notified of the presence of birds. A form will be provided by the Housing Authority for the Tenant to complete.
- B. The only birds permitted under this policy are parakeets and birds that are no larger than a canary.
- C. Only two (2) birds shall be permitted in a unit. Birds shall not be housed for breeding purposes.
- D. Parakeet means that specific breed of bird and not any other member of the Parrot family.
- E. Birds are not to be left unattended outside of the unit, even if caged.
- F. Birds must be confined to a cage at all times, including inside the resident's unit;.

Fish - this provision applies only to fish. Tenants may, provided they adhere to the requirements of this policy, own fish and birds in addition to a domestic cat or a domestic dog.

- A. No prior approval is required for fish kept in a single aquarium in accordance with the terms of this policy. The Housing Authority must be notified of the presence of an aquarium in the unit. A form will be provided by the Housing Authority for the Tenant to complete.
- B. Fish may be maintained in the unit in an aquarium, which contains not more than 30 gallons of water.
- C. Special approval and authorization must be obtained from the Housing Authority for more than one (1) aquarium.
- D. At no time are fish to be kept that are considered to be vicious. For example, a piranha or any other fish that is considered extremely voracious are prohibited.

IV. PROVISIONS APPLICABLE TO ALL TENANTS AND ALL PETS OR ANIMALS.

- A. For purposes of this provision, the term pets or animals include birds and fish.
- B. Only those pets specifically discussed and approved in accordance with the terms of this policy are authorized to be housed in the owners unit.
- C. There shall be no unauthorized pet in the unit or on Housing Authority property.
Unauthorized pets include, but are not limited to, the following:
 - 1. Reptiles, insects and spiders;
 - 2. Any warm-blooded or fur bearing animals other than a domestic cat or a domestic dog; and
 - 3. Any bird, other than a parakeet or a bird of canary size or smaller.
- D. Tenants are responsible for any noise disturbance and/or nuisance created by their pet. Residents shall not permit the pet to 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. If, after being notified that a pet is creating a noise disturbance or other nuisance, the owner fails to correct the problem, the owner shall be required to remove the pet from the unit and the approval of the animal will be revoked.
- E. Pet owners are responsible for the proper and humane care of their pets.
- F. If a report is received indicating that any person is neglecting, beating, ill-treating, tormenting or otherwise abusing any animal or if a report is received of any person causing, instigating or permitting any dogfight or other combat between animals or between animals and humans, the reports will be turned over to the Allegany County Animal Control or other appropriate authorities. If the reports are found to be valid the animal shall be removed from the unit immediately.
- G. It shall be a violation of this policy for any Tenant or any member of their household or any of their guests, to engage in any of the activities prohibited in this policy, even if they are not a pet owner.
- H. Any Tenant who violates the terms of this policy shall receive written notice of the violation. Unless otherwise stated in the notice, the Tenant must correct the violation immediately. Each day that the violation exists, following the expiration of the time to correct the violation set forth in the notice, shall be considered repeat violation.
- I. Unless another provision of this policy requires the immediate removal of a pet (in which case the more restrictive provision shall control over this provision), if there are three (3) violations of this policy within a one (1) year period, the Housing Authority may revoke the approval and authorization for the pet.

- J. If the Housing Authority revokes the approval and authorization for a pet, the pet owner shall be required to permanently remove the pet from the premises and may lose pet ownership privileges for six (6) months.
- K. If the policy violations are made by a Tenant as a result of an animal that is not previously approved and authorized to be in the unit or on Housing Authority property, the Tenant may lose pet ownership privileges for six (6) months.
- L. Tenants who have lost pet ownership privileges on two (2) or more occasions may be precluded from pet ownership during the remainder of their residency with the Housing Authority.
- M. The failure to remove an animal from the premises after being notified to do so is grounds for terminating the lease. Grievance rights will be afforded the Tenant in the event that the Housing Authority attempts to terminate the lease.
- N. Neither the Housing Authority nor any of its personnel or contractors shall be responsible for any injury, death or loss of a pet as a result of performing tasks inside or outside the unit. Tenants are on notice that exterminating, fumigating, fertilizing, or other chemicals or substances used by Housing Authority personnel or contractors may be hazardous to pets.
- O. Violations of this policy constitute a breach of the lease.
- P. Nothing contained in this policy is intended to limit the Housing Authority or an appropriate State or local agency or authority from requiring the removal of any pet from the property, if the pet's conduct or condition is determined to constitute, under the provisions of State or local law, a nuisance or a threat to the health or safety of the pet, other pets, Tenants, or Housing Authority personnel.
- Q. In addition to the requirements of these policies, Tenants must maintain each pet responsibly and in accordance with all applicable State and local public health, animal control, and animal anti-cruelty laws and regulations.

V. ADDITIONAL RULES APPLYING ONLY TO TENANTS OF JOHN F. KENNEDY APARTMENTS AND QUEEN CITY TOWER

- A. For purposes of this provision, the term pets or animals include birds and fish.
- B. At all times when an animal is not in the Tenant's unit, the animal must be under the control of the Tenant and shall either be on a leash or in a carrying case.
- C. Animals shall be allowed in the halls and on the elevators only for the purposes of exiting and entering the building; and as noted in Section 2 of the Reasonable Accommodation Policy.
- D. Animals shall be allowed in the lobbies only when the owner is waiting for a ride. The wait time should be of a minimum duration; and as noted in Section 2 of the Reasonable Accommodation Policy.

- E. Animals shall not be left on the patio or balcony unattended.
- F. Food and/or water shall not be left on the patio or balcony unless the animal is present.
- G. The animal may not urinate or defecate on the patio or balcony.

VI ENFORCEMENT

A. Notice of Pet Rule Violation

If the Housing Authority determines that a pet owner has violated a rule governing the owning or keeping of pets, the Housing Authority shall deliver to the resident a written notice of pet rule violation. Such written notice shall:

1. Contain a brief statement of the factual basis for the determination and the pet rule or rules alleged to be violated;
2. 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 make a written request for a meeting to discuss the violation;
3. State that the pet owner is entitled to be accompanied by another person of his or her choice at the meeting; and
4. State that the pet owner's failure to correct the violation, to request a meeting, or to appear at a requested meeting may result in initiation of procedures to terminate the pet owner's tenancy.

B. Pet Rule Violation Meeting

If the pet owner makes a timely request for a meeting to discuss an alleged pet rule violation, the Housing Authority shall establish a mutually agreeable time and place for the meeting but no later than 15 days from the effective date of service of the notice of Pet Rule Violation.

At the pet rule violation meeting, the pet owner and Housing Authority shall discuss any alleged pet rule violation and attempt to correct it. The Housing Authority may, as a result of the meeting, give the pet owner additional time to correct the violation.

C. Notice of Pet Removal

If both parties are unable to resolve the pet rule violation at the pet rule violation meeting, or if the Housing Authority determines that the pet owner has failed to correct the pet rule violation within any additional time provided for this purpose as described above in this section, the Housing Authority may serve a written notice on the pet owner in accordance with this section, or at the pet rule violation meeting, if appropriate, requiring the pet owner to remove the pet. The notice must:

1. Contain a brief statement of the factual basis for the determination and the pet rule or rules that have been violated;
2. State that the pet owner must remove the pet within 10 days of the effective date of service of the notice of pet removal (or the meeting, if notice is served at the meeting); and
3. State that failure to remove the pet may result in initiation of procedures to terminate the pet owner's tenancy.

D. Procedures to Remove a Pet or Terminate Tenancy

The Housing Authority may not initiate procedures to terminate a pet owner's tenancy based on a pet rule violation, unless:

1. The pet owner has failed to remove the pet or correct a pet rule violation within the applicable time period specified in this section, including any additional time permitted by the owner; and
2. The pet rule violation is sufficient to begin procedures to terminate the pet owner's tenancy under the terms of the lease and applicable regulations.

If the pet owner refuses to remove the pet or if the Housing Authority is unable to contact the pet owner, The Housing Authority, as owner, may initiate procedures to remove a pet immediately at any time, in accordance with the provisions of applicable State or local law.

VII SPECIAL RULES FOR HEALTH THREATS AND RESIDENT MOVES

A. General

The Housing Authority will not permit the presence of a common household pet to constitute a serious threat to the health of a resident or prospective resident, or any member of his or her family. For purposes of this section, a common household pet will constitute a serious threat to the health of an individual only if the individual (or his/her parent or guardian) has filed with the Housing Authority a certificate signed by a licensed physician indicating that exposure to the pet will cause an allergic reaction that will constitute such a threat to the individual. The certificate must describe the type of exposure (such as direct contact or presence in the same room, elevator, or common area), duration of exposure, the types or groups of animals (such as longhaired, fur-bearing animals), and any other information relevant to ascertaining the nature and extend of the circumstances that will cause such a reaction.

The Housing Authority must take reasonable measures to ensure that the presence of a pet does not constitute such a threat. These measures may include designating buildings, floors of buildings, or sections of buildings as no-pet areas and may include (as required by this part or otherwise appropriate to the circumstances) steps such as requiring residents to move to suitable

alternative dwelling units within the development restricting the presence of the pet or types of pets in hallways, elevators and common areas.

B. Applicants for Residency

The Housing Authority shall refuse to admit an applicant for residence if the applicant will keep a common household pet in the dwelling unit and the presence of the pet will cause a serious threat to the health of a resident (or member of a resident's family). The Housing Authority may not refuse to admit the applicant if the applicant agrees not to keep the pet in the unit.

An applicant for residence in a development may reject a unit offered by the Housing Authority if an existing residence of the development owns or keeps a common household pet in his/her dwelling unit and the presence of the pet will constitute a serious threat to the health of the applicant (or a member of the applicant's family). An applicant's rejection of a unit under this paragraph, shall not adversely affect his/her application for residency in the development, including, but not limited to, his/her position on the waiting list or qualification for any resident selection preference.