

## Chapter 10

### PET POLICY

This policy was developed after weighing and balancing the interests of Bridgeport Housing Authority's (BHA) residents, BHA management and its communities surrounding BHA's developments and dispersed housing. In accordance with Federal regulations, the BHA will permit pet(s) in specified dwelling sites in accordance with this policy. No exotic, wild or dangerous animals, snakes, farm animals to include chicken and roosters or any other animal not permitted in residential units by state or local laws, ordinances or this policy may be kept by residents.

Public housing residents living in determined site (see Section 3 of this Chapter) are permitted to keep no more than 1 dog or 1 cat per unit. The site restrictions do not apply to service animals that assist persons with disabilities, or service animals that accompany visitors to the developments, or elderly residents requiring the companionship of an animal.

#### A. REGISTRATION AND APPROVAL

##### 1. Criteria Prior to Admittance

Request for permission to have a pet(s) must be submitted, and written approval from BHA must be received, PRIOR to admittance of pet(s) into the unit. The applicant must provide the Site Manager proof of ownership, the pet's good health and suitability under the standards set forth in these rules and regulations (Exhibit A), proof of the animal's licensing, vaccination, neutering/spaying and paws de-clawed records, in accordance with state and local laws, etc. (Exhibit B). The licensing and vaccinations must be renewed at the time of resident's re-examination. All licenses and tags must be current. The applicant will be required to complete the following forms:

Pet Information (see Exhibit A)

Veterinarian Certification (see Exhibit B)

Upon written approval by the Housing Authority, the resident pet owner and BHA must enter into a "Pet Agreement" (Exhibit C) and sign an "Affidavit" (Exhibit D) indicating their understanding of the Pet Policy and their responsibilities before the dog is permitted on the premises and/or the dwelling unit. All pets must be photographed by the Authority.

##### 2. Vaccination Requirements

Dogs and cats must have the proper inoculations required by law, and certified by a veterinarian licensed to practice in the State of Connecticut.

All resident pet owners shall attach a tag to the dog or cat's collar showing that the animal has been inoculated with anti-rabies vaccine and has been properly licensed. The dog and cat shall wear the collar at all times.

##### 3. Recertification

Pet owners are required to recertify their pet with the Authority during their annual re-determinations. The Pet Information and Veterinarian Certification must be renewed.

#### B. DEFINITIONS

A common household "pet" shall mean a domestic animal as defined under state and local law, rule, and ordinance, including dogs, cats, birds, fish, rabbits or rodents such as gerbil, hamster, or mouse. However, the Authority will not allow residents to own, possess or keep a pit bull, german shepherds, doberman pinchers, american bulldog, and chow. Common household pet shall not include ferrets, monkeys, snakes or other reptiles other than turtles, and farm animals.

A "service animal" shall mean an animal, which has been trained and certified to provide services to an individual with a disability.

A "dangerous dog" shall mean any dog with a known propensity or disposition to attack, to cause injury to or to otherwise endanger the safety of humans or other domestic animals within, on, or around the development, or any dog that attacks or bites any person or domestic animals within, on, or around the development.

BHA means the Housing Authority of the City Bridgeport, its commissioners, officers, employees, servants and agents.

A "farm animal" may include but is not limited to chickens, roosters, goats, pigs, horses, cows.

A "common area" means any area to which all residents have access and is not under the direct control of any individual resident (i.e. community rooms, lobby, laundry rooms).

### **C. SITE RESTRICTIONS**

The Authority recognizes the limited private areas for the following sites and has restricted approval of dogs, except for service animals and pets for elderly; however, cats and other pets are allowable:

Charles Greene Homes  
PT Barnum Apartments  
Harborview Towers  
Trumbull Gardens Building 11  
Poplar Street Apartments  
Bond Street Apartments  
Boston Commons

### **D. PET DENSITY**

No more than one dog or one cat may be kept in any unit.

No more than two small, caged birds may be kept in any unit.

An aquarium for fish may not exceed twenty (20) gallons.

No more than two (2) small animals, i.e. gerbil or hamster, may be kept in any unit. Small animals must be kept in a cage.

### **E. SIZE**

No pet's mature growth shall exceed 18 inches in height, measured from ground to shoulder, nor weigh more than 30 pounds.

### **F. PET DEPOSIT AND FEES**

A refundable pet deposit of \$100 will be charged for each dwelling unit where a dog and cat resides. The BHA will place the deposit in an escrow account. The unused portion of the pet deposit will be refunded to the resident along with any accrued interest, within a reasonable time

but not more than 30 calendar days after the resident moves from the development or no longer owns or has a pet present in the dwelling unit. The BHA reserves the right to change this deposit amount at any time, consistent with Federal guidelines.

Resident pet owner's liability for damages caused by his/her pet is not limited to the amount of the pet deposit and the resident will be required to reimburse BHA for the actual cost of any and all damages caused by his/her pet where they exceed the amount of the pet deposit.

It is a City mandate for pet owners to curb their pet. We suggest that pet owners purchase "pooper scooper" in order to keep the grounds of each site free from pet waste. If BHA has to remove any pet waste from the resident pet owner's unit, yard, porch or other area which is for the exclusive use of the resident or from the common areas, a twenty-five dollar (\$25) charge will be made per removal. Repeated violations, three in a one-year period, will necessitate the resident pet owner removing the pet permanently from the premises. Failure to comply may result in termination of the resident's Dwelling Lease.

Upon move-out, units occupied by a cat or dog will be inspected by the Site Manager for any infestation or other damage resulting from the pet. If the unit is found to be infested, the extermination charge will be the responsibility of the resident pet owner. The charges shall be deducted from the pet deposit. If charges exceed the pet deposit, the resident pet owner will be billed and must pay within 30 days of receipt of the bill. The resident is permitted, and encouraged, to be present for any and all inspections.

## **G. PET RULES**

### **1. Dogs, Cats and Other Animals**

Dogs, cats and other animals shall be maintained within the resident pet owner's unit. When dogs or cats are outside of the unit, they shall be kept on a hand-held leash, cord or chain no longer than six (6) feet and under control at all times. Under no circumstances shall any dog, cat or other animal be permitted to run loose in any common area. A dog shall be deemed running loose when it is on the premises of the resident pet owner, possessor or keeper, but is confined in such a way as to allow the dog to have access to the public right of way.

The unit must be kept free of odors and maintained in a clean and sanitary condition. All animal waste or litter from a cat litter box and cages must be removed daily and disposed of in sealed plastic trash bags and placed in the trash bins. Under no circumstances should any waste be stored in the unit.

Resident pet owners agree to be responsible for immediately cleaning up any waste, dirt, etc. caused by their pet in the common area, public right of way, and their unit. Resident pet owners shall also be responsible for immediately removing and properly disposing of any pet excreta, feces, urine, etc. Animal excrement shall be placed in a closed plastic bag or other closed or airtight nonporous container.

If BHA has to remove any pet waste from the resident pet owner's unit, yard, porch or other area which is for the exclusive use of the resident or from the common areas, a twenty-five dollar (\$25) charge will be made per removal. Repeated violations, three in a one-year period, will necessitate the resident pet owner removing the pet permanently from the premises. Failure to comply may result in termination of the resident's Dwelling Lease.

**THE BHA IS NOT RESPONSIBLE FOR ANY ACTION, INJURIES OR DAMAGES CAUSED BY ANY RESIDENT'S PET. A PET IS THE SOLE RESPONSIBILITY OF THE PET OWNER.**

BHA ASSUMES NO LIABILITY FOR FAILURE OF THE RESIDENT PET OWNER TO CONTROL THE PET. ANY INJURY OR HARM TO OTHER PERSONS, PETS OR PROPERTY IS THE SOLE RESPONSIBILITY AND LIABILITY OF THE RESIDENT PET OWNER. IT IS RECOMMENDED THAT RESIDENT PET OWNERS PURCHASE LIABILITY INSURANCE FOR THIS PURPOSE.

Resident pet owners agree to control the noise of their pet(s) such that it does not constitute a nuisance to any other residents, neighbors or people living in the immediate vicinity of the development or dispersed unit. Failure to control pet noise may result in the permanent removal of the pet from the premises. ANY PET WHICH CAUSES UNPROVOKED BODILY INJURY TO ANY RESIDENT, GUEST, STAFF MEMBER, NEIGHBOR OR ANYONE LAWFULLY ON THE PREMISES SHALL BE IMMEDIATELY AND PERMANENTLY REMOVED FROM THE PREMISES, BY THE PROPER AUTHORITIES WITHOUT PRIOR NOTIFICATION.

No dog or cat shall be left unattended in any unit for longer than twelve (12) hours. All other animals shall not be left unattended for more than twenty-four (24) hours.

All resident pet owners shall provide adequate care, nutrition, exercise and medical attention for their pets. Pets which appear to be poorly cared for or which are left unattended for longer than limits indicated in G above will be reported to the appropriate authority and removed from the premises at the resident pet owner's expense.

The resident pet owner shall submit to the development office the names, addresses and telephone numbers of two responsible parties (not living at the same address) who will care for the pet if the resident pet owner, for any reason, is unable to care for the pet. In the event the person is unable or unwilling to accept responsibility, the resident pet owner authorizes the BHA to contact state or local authorities, to enter the unit, remove the pet and place it with such authorities. The BHA will inform the resident pet owner where the pet has been placed. Resident pet owner will have to arrange for return of the pet. BHA will not be responsible for the well-being of the pet or costs incurred, such charges will be paid by the resident pet owner.

In the event of the death of a pet, the pet must be disposed of pursuant to local ordinances. Dead Animal Collection for the City of Bridgeport should be contacted at 203-576-7751 Resident pet owner shall not bury the pet on BHA property or dispose of it in any manner inconsistent with local ordinances.

In the event of the death of the pet while the resident pet owner is unable to care for the pet, the resident pet owner agrees that BHA shall have discretion to dispose of the pet consistent with state and local guidelines if the responsible parties listed on Exhibit A are unwilling to take responsibility, or if written instructions with respect to such disposal are not provided to the site office in advance by the resident pet owner. Charges for disposal shall be assessed to the resident as damages and will be deducted from the pet deposit.

Resident pet owners acknowledge that other residents may have chemical sensitivities or allergies related to pets and/or are easily frightened by such pets. The resident, therefore, agrees to exercise common sense and common courtesy with respect to the other resident's right to peaceful and quiet enjoyment of the premises.

If using common laundry facilities, it is recommended that the resident pet owner run an additional wash cycle and clean out all filters before leaving the laundry room.

After proper written notification, BHA may require the removal of the pet from the premises on a permanent or temporary basis, in BHA's sole discretion, for the following reasons, by way of illustration not limitation:

Excessive pet noise or odor after being advised by BHA.  
Unruly, intimidating or dangerous behavior.  
Excessive damage of the resident's dwelling unit and/or development common areas and/or neighbor's property or people living in the immediate vicinity of the property.  
Repeated problems with the pet or any infestation.  
Failure of the resident to provide for adequate care of his/her pet.  
Leaving a pet unattended for more than the allowed time period.  
Failure of the resident to provide adequate and appropriate vaccination of the pet.  
Resident's death, serious illness and/or refusal to care for the pet.  
Failure to properly clean up after the pet.  
Failure to remove the pet will result in a fine of \$25 per day and may result in termination of the resident's Dwelling Lease. After removal of a pet from the premises pursuant to this paragraph, BHA may determine on a case-by-case basis whether the removal of the pet will result in a permanent ban on the pet ownership by the resident.

In the event of an emergency, the resident pet owner gives BHA permission to remove the pet or have it removed from the premises immediately for serious problems including, but not limited to, the following:

Pet becomes vicious.  
Pet displays symptoms of serious illness.  
Pet demonstrates other behavior that constitutes an immediate threat to the health and safety of a resident, guest, staff member, neighbor, other person authorized to be on the premises or people living in the immediate vicinity of the development.

With the exception of a service animal that assists a person with disabilities, pets of visitors/guests are strictly prohibited from entering property.

"Pet sitting" is not permitted for any pet not already residing within the same development and meeting the requirements of this pet policy, state law, or local laws and ordinances.

## 2. Birds

Birds must be kept caged at all times.  
Cages must be cleaned not less than twice a week. Waste must be disposed of in sealed trash bags and placed in the trash bin. Litter shall not be flushed down the toilet.

## 3. Fish

The aquarium shall not exceed twenty (20) gallons and shall be placed on appropriately sized stand in a safe location within the unit.  
Water damage to walls, carpets, flooring or the ceiling of the unit below caused by breakage or spillage of or from the aquarium shall be the responsibility of the resident pet owner who shall be billed for actual repair costs, as required.

## 4. Other Animals

Animals of the rodent family (i.e. hamsters and gerbils) must be kept caged at all times.  
Cages must be kept clean.  
Any other issues such as noise, odor and behavior apply the same as for dogs and cats.

## **H. NOTIFICATION POLICY**

In the event that any resident pet owner violates these pet rules and policy, BHA shall provide written notice of such violations as follows:

1. Creation of a Nuisance

The owner of any pet which creates a nuisance within, on around the development and/or neighborhood or causes excessive noise, odor, unruly or dangerous behavior shall be notified of such nuisance in writing by management and shall be given three (3) days to correct such nuisance. Failure to comply may result in removal of the pet and/or termination of the resident pet owner's Dwelling Lease. If the resident pet owner disagrees, they may request a hearing in accordance with the BHA Grievance Procedure.

2. Dangerous Behavior

BHA shall provide written notification to the resident pet owner of dangerous behavior and the resident pet owner shall have three (3) days to correct the animal's behavior. It is the responsibility of the resident pet owner to correct the violation. Failure to comply will result in the removal of the pet and/or termination of the pet owner's Dwelling Lease. If the resident pet owner disagrees, they may request a hearing in accordance with the BHA's Grievance Procedure.

Any pet which causes unprovoked physical harm to any resident, guest, staff member, neighbor or people living in the immediate vicinity of the development or other authorized person present within, on or around the development shall be immediately removed from the premises by BHA without prior written notice to the resident pet owner of the action and location of the pet.

3. Lease Termination

Households who fail to comply with the terms of this policy will be subject to lease termination action according to the Authority's Admissions and Continued Occupancy Policy statement (Chapter 7 Section M) and process of legal notices.

**I. INSPECTION POLICY**

1. BHA is given permission to enter the resident pet owner's unit for the purpose of inspection if the BHA receives a signed written complaint, or if BHA staff feels the behavior or condition of the pet(s) or resident pet owner warrants same. The inspection will be made during reasonable hours, after proper notice has been given to the pet owner (48 hours' notice). In an emergency situation, entry will be made immediately. Notice will be given the resident pet owner at such emergency entry, giving the reason for such entry.

Resident pet owner must be available to physically control his/her pet during the times when BHA employees, agents of BHA or others must enter the unit to conduct housekeeping and preventative maintenance inspections, provide services such as routine work orders or such other times identified in the lease.

**EXHIBIT A  
Pet Information**

This document must be completely filled out and a side-view picture of the pet must be attached before submitting to management. Written approval from BHA must be received before the pet is permitted on the premises and/or in the Dwelling Unit.

Name of Owners:

Address:

Telephone Number (Work):  
(Home):

Pet Description:      Name \_\_\_\_\_      Breed

Age

When Full-Grown:      Weight \_\_\_\_\_      Markings

Height

Info.      License No. \_\_\_\_\_      Tag

Flea Collar:    Yes \_\_\_\_\_      No

Picture of Pet: Yes \_\_\_\_\_      No

If your pet is a cat, has it been de-clawed? Yes \_\_\_\_\_      No

Is dog/cat neutered/spayed?    Yes \_\_\_\_\_      No

Veterinarian's Name:

Address:

Telephone Number

Parties to assume responsibility if you are unable to do so:

(1) Name(s)

Address

Telephone Number (Work) \_\_\_\_\_ (Home)

(2) Names(s)

Address:

Telephone Number (Work) \_\_\_\_\_ (Home)

**EXHIBIT B  
Veterinarian's Certification**

Pet Owner's Name:

Veterinarian's Name:

Address:

Telephone Number:

Animal's Name: \_\_\_\_\_ Age

Animal's Breed: \_\_\_\_\_ Weight

Is the animal in good health? Yes \_\_\_\_\_ No

Is the animal suitable as a pet? Yes \_\_\_\_\_ No

TREATMENT:

DATE:

Parvovirus

Distemper

Rabies

Heartworm

Spay/Neuter

Other

COMMENTS:

Veterinarian's Signature

Date

**EXHIBIT C  
Pet Agreement**

This agreement, entered into this \_\_\_\_\_ day of \_\_\_\_\_,  
by and between  
the Housing Authority of the City of Bridgeport (BHA) and

(Resident), collectively referred to as "the Parties. " In consideration of their mutual promises the Parties agree as follows:

1. Resident desires and has received permission from BHA to keep the pet named \_\_\_\_\_ and described as \_\_\_\_\_ in the dwelling unit.

2. This Agreement is an Addendum to and part of the Dwelling Lease between BHA and Resident executed on\_\_\_\_\_. In the event of default by Resident of any of the terms of this Agreement and all succeeding leases, Resident agrees, upon written notice of default from BHA to cure the default within the stated time and/or remove the pet and/or vacate the premises. Resident agrees that BHA may revoke the permission to keep said pet on the premises by giving Resident written notice.
3. Resident agrees to pay BHA a refundable deposit for cats and dogs in the sum of \$200, BHA may use this deposit as is reasonably necessary to take care of any damages or cleaning caused by or in connection with said pet. At the termination of this Agreement, any balance shall be refunded within thirty (30) business days to the Resident. Resident agrees to pay BHA for any damages caused by the pet in excess of the security deposit on demand by BHA. Resident also agrees to pay other fees associated with the Pet Policy for damages and non-curbng of pets. The pet deposit must be paid prior to the pet being brought into the unit.
4. Resident agrees to comply with:
  - A. The Pet Policy
  - B. All other applicable government law and regulations such as but not limited to licensing.
5. Resident represents that the pet is quiet and housebroken, and will not cause any damage to property or annoy other residents.
6. Resident agrees that the pet will not be permitted outside the resident 's unit unless restrained by a leash, cord or chain. Use of the grounds or premises of BHA for sanitary purposes is prohibited except as posted.

Resident shall not permit the pet to cause any damage, discomfort, annoyance, nuisance, or in any way to inconvenience or cause complaints from any other resident, staff, or neighbor. Any soiling created by the pet shall be immediately cleaned up by Resident. If management has to remove any waste from any pet, a twenty-five dollar (\$25) charge will be made. Repeated violations (three) will necessitate removal of the pet permanently from the premises or failure to comply may result in termination of the dwelling lease.

8. Resident agrees to immediately remedy any emergency situations involving pet, (e.g., attack by pet on staff member, another resident, or a guest) as BHA determines. Resident agrees to remedy any nuisance or dangerous behavior within three (3) days.
9. Resident will be financially responsible for any flea or other insect infestation that affects his/her own or adjacent units as a result of his/her pet.
10. Any pet left unattended for twelve (12) hours or more or whose health is jeopardized by the Resident's neglect, mistreatment, or inability to care for the animal shall be reported to the appropriate authority. Such circumstances shall be deemed an emergency for the purposes of BHA removing the animal from the premises. BHA accepts no responsibility for any pet so removed.
11. Resident agrees to maintain the pet(s) in a healthy condition and to update the Pet Information Form on an annual basis at the time of re-examination.
12. Resident agrees that BHA is in no way responsible nor liable for any action, injuries, or damages caused by the resident pet owner's pet. Nor is BHA responsible for the safekeeping

or well-being of the pet. A pet is the sole responsibility and obligation of the resident pet owner.

- 13. Resident has read and agrees to comply with the Pet Policies which are herein incorporated by reference and agrees to comply with such rules and regulation as that are adopted from time to time by BHA in the future.

Manager

Resident

Resident

Date

Date

**EXHIBIT D**  
**Affidavit**

I have read and understand the Family Housing Pet Policy, Pet Agreement, Pet Information and Veterinarian's Certificate of the Bridgeport Housing Authority and agree to comply fully with their provisions. I understand that failure to comply may constitute reason for removal of my pet. If required by management to remove my pet from the premises, I agree to immediately remove any pet and I understand that my failure to do so may constitute grounds for eviction.

I have read and understand the Connecticut State Statute regarding pet ownership. I agree to comply fully with their provisions. I understand that failure to comply with State regulations may constitute fines and removal of my pet.

Resident

Unit Number

Resident

Address

The above-named resident(s) has read and signed the rules in my presence.

BRIDGEPORT HOUSING AUTHORITY

Site Manager

Date

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