

VIRGIN ISLANDS HOUSING AUTHORITY

Pet Ownership and Responsibility

Addendum to Lease Agreement



I. DEFINITION

Common Household Pet: A domesticated animal, such as a dog (as specified below), cat, bird, rodent (including a rabbit), fish, bird, turtle, which is traditionally taken for commercial purposes. Common household pets do not include reptiles (except turtles or horses).

II. RULES AND REGULATIONS

Written permission for owning pets will be granted to residents of Public Housing provided that they comply with the terms and conditions of the Pet Ownership and Responsibility Addendum to Lease Agreement. Particular consideration will be given to elderly and disabled Residents living in elderly communities or designated elderly areas, who require the services or benefits of a seeing eye or hearing pet or other animal that is considered as auxiliary aid. Residents requesting a pet are required to pay a \$25.00 pet deposit. However, elderly and disabled tenants living in elderly communities, or designated elderly areas with animals considered as auxiliary aid as previously described above, are exempted from paying the required \$25.00 pet deposit.

Resident is permitted to own one (1) common household pet, herein described as _____ and hereinafter referred to as "Pet" in accordance with the following rules for keeping pets.

The regulations governing common household pets for the purposes of Housing Programs defines a pet as a domesticated animal, such as a dog, cat, bird, rodent (including a rabbit), fish, or turtle, that is traditionally kept in the home for pleasure rather than for commercial purposes. Common household pet does not include reptiles (except turtles).

If this definition conflicts with any applicable Territorial or local law or regulation defining the pets that may be owned or kept in dwelling accommodations, the Territorial or local law or regulation shall apply. This definition shall not include animals that are used to assist persons with disabilities.

Please note that Title 19, Section 2615c of the V. I. Code specifically prohibits any occupant or tenant in public housing from owning, breeding or housing any dangerous dog or pet, except seeing-eye dogs, within such project. Owing a dangerous dog or pet (i.e. Pit bull, Rattweiler, snakes, etc.) is strictly prohibited and is a violation of Section 12(E) of the Dwelling Lease.

The Virgin Islands Housing Authority will not restrict or discriminate against any person in connection with admission to or continued occupancy by reason of pet ownership or presence of such pets in the dwelling unit and will exclude rules and policies of pet ownership for animals used to assist persons with a disability and elderly persons.

The Pet rules and policy are amended to address and incorporate the following mandatory pet rules as follows:

1. If a warm-blooded animal, pet will not exceed 25 pounds in weight or 12 inches shoulder height at mature growth.

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2. Addendum to Lease shall be executed and applicable pet deposits paid prior to the allowance of a pet on premises. A security deposit of Twenty-five Dollars (\$25.00) shall be required of all residents wishing to have a pet residing on the premises. The security deposit is to cover potential damage by the Pet and will be returned in part or in full depending on the cost of damages incurred as a direct result of Pet, as assessed by Management at time residents vacates the premises.
3. Residents will be required to show proof that his/her Pet has been properly Vaccinated for rabies, and that all local licensing requirements have been met. Note that the V.I. Code at Section 2605 requires that a license must be obtained for all dogs. No Pet shall be allowed on premises if it has not been properly vaccinated. Residents must have his/her Pet checked by a recognized veterinarian at least once a year to insure proper vaccination. Residents must bring license and proof of vaccination to the Management Office to be duly filed during annual re-examination.
4. Residents will be solely responsible for maintenance of Pet in a healthy environment and shall insure that Pet receives proper standard care and humane treatment. Since Pet is a warm-blooded animal, Pet shall be licensed and wear a collar which displays an identification tag. Pets shall be neutered or spayed prior to being allowed on the premises. Residents are responsible for controlling odors caused by presence of Pet in and around the unit.
5. All Pets must be boarded in the dwelling unit and will not be allowed outdoors unless it is accompanied by Resident or adult member of Resident's household. If Pet is a warm-blooded animal, when outdoors shall be on a leash, no longer than five (5) feet long, or carried in a closed ventilated container. If Pet is a bird, it must be caged at all times both in the dwelling unit and outside. At no time will pets be allowed in common areas.
6. Residents shall insure that the pet does not wander into neighboring yards or common areas. Resident shall be solely responsible for insuring that any pet waste caused by Pet is properly disposed of plastic bags in community dumpsters. If, at any time, Pet is found outside, the Resident shall be fined. Pets shall not be walked in or around tiny tot play areas, recreational areas, or other social areas where Residents congregate.
7. No Pet shall be left unattended in the dwelling unit for period of time in excess of twelve (12) hours.
8. Pet owners are responsible for any disturbance on a consistent basis as a result of constant barking, whining, scratching on the part of the Pet.
9. Any pet caused infestation or damage to the building, grounds, flooring, finish tiles, carpeting, walls, etc., will not be considered normal wear and tear and will be considered the complete responsibility of the Resident pursuant to the terms and conditions of the Lease Agreement to which this Addendum is affixed. All expenses and costs involved in the repair of damages caused by Resident's Pet shall be deducted from the current balance of luxury charges. If damages are greater than the existing balance, Resident shall be responsible for the additional costs.
10. Pets of family members and guests will not be allowed on the premises without the prior written approval of Management.
11. Resident indemnifies Management for all claims regarding any loss or personal injury caused by the Resident's pet to any other resident, guest or employee in the building(s) or on the premises.

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12. Any violation of the provisions contained herein will be construed as a health and safety violation and therefore be considered a breach of the Lease Agreement and subject to eviction procedures contained herein.
13. If the subject Resident becomes incapable of caring for the Pet as outlined above, because of illness, incapacitation or death, Management retains the right to remove said Pet from the premises and to deliver to the Agency or individual stated below. Provided, however, that if the new pet caretaker is a resident of public housing, they shall execute the Pet Agreement to care for the pet.

III. SCREENING APPLICATION FOR PET OWNERSHIP

Residents wanting to own a Pet as outlined in the Pet Policy must answer all the questions on this application, which will determine if Leasee can afford the cost of maintaining the Pet.

If you wish to obtain an aquarium or have a small caged animal (bird, gerbil and hamster), please fill out this application and answer only those questions that apply to you.

This application will be reviewed by the established Residents' Pet Committee and Management.

Identification Information

Date: _____

Leasee(s):

Head of Household

Co-Head of Household

Age: _____ Income: _____

Age: _____ Income: _____

Address: _____

Telephone #: _____

Type of Pet: _____ Breed: _____

Name of Pet: _____ Age of Pet: _____

Sex: Female _____ Male: _____ Weight: _____ Height: _____

1. Is this the first time you are applying to have a pet in your apartment?

YES NO

When did you last apply? _____

Was your application rejected? YES NO Other: _____

If your answer is Yes or Other, please tell us why:

2. Can you afford the following expenses?

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- A. Yearly animal license YES NO
B. Yearly shots (rabies and distemper) YES NO
C. Periodical visits to a veterinarian as needed by pet YES NO
D. Spayed and neuter fees YES NO
E. Provide identification tags bearing owner's name,
Address and telephone number YES NO
F. Pet Food YES NO
G. Money for kennel (boarding fees) or have a person
who will be responsible for the pet in case you are
hospitalized or away visiting, to care for pet YES NO

If YES, please provide the following information:
Name of Kennel or person to be contacted:

Name: _____

Address: _____

Telephone Nos. _____, _____, _____
(Day) (Night) (Other)

Please advise Management if person or kennel changes. Note that if the individual listed above is a resident of public housing, they must execute a Pet Ownership and Responsibility Addendum to Lease Agreement.

- H. Security Deposit of Twenty-five (\$25.00) Dollars will be required to cover any damages to apartment, flooring, Walls, and tiles and exterminating services if needed.
3. Are you able to clean up after your pet? YES NO
4. Has your pet lived in rental housing before? YES NO
How long: _____
5. Has your pet bitten or hurt anyone? YES NO
If YES, please describe:

Please give the name, address and telephone number of your pets veterinarian:

6. I certify that the above information is correct and I further understand that it is discovered that I have falsified any information on the above questions, my application will be null and void by Management and I must remove the pet from the household.

Head of Household

Date

IV. MANAGEMENT'S DETERMINATION
(To be used by the Management Only)

Date application was submitted to Housing Manager: _____

Date application was submitted to the Department of Management & Tenant Services by
Housing Manager:

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Time: _____ a.m. _____ p.m.

Tenant Account number: _____

Date of Interview: _____

Name of person Conducting Interview: _____

Approved: _____ **Disapproved:** _____

If denied, please give reason(s): _____

PET PERMIT STICKER NUMBER ISSUED: _____

Management Staff

Date