

Pet Policies for Apartments and Condominiums

The provisions noted here may be adopted as-is or serve as a guide in the development of appropriate rules and regulations for your building's "pets are welcome" policy. While we believe this sample policy will fit the needs of most rental properties, **you should consider your particular situation and consult with your attorney before adopting a final set of rules.**

Statement of Values

The management of _____ encourages residents to value and enjoy their apartments as they would their own homes. We believe that residents should be given every opportunity to pursue their interests, consistent with the rights of their fellow residents and property owner(s). By fostering an attitude of mutual respect and cooperation, our common interest in a safe, pleasant and well-maintained building is best achieved.

In keeping with this philosophy and after carefully considering all the interests involved, we have decided to adopt a limited pet policy that will allow residents committed to responsible pet ownership to have pets. In reaching this decision, we have taken into account the important contributions that pets can make to the lives of people who value and appreciate animals. We have also considered the fact that there are people who wish to avoid contact with pets and other animals. The pet policy is designed to protect both pet owners and non-pet owners, and to ensure that the animals themselves receive responsible care. The policy applies to all pets in the building and will be strictly enforced. All residents will receive a copy of the policy.

A. Screening/Registrations

Pet owners must complete a Pet Application and Registration Form before occupying the apartment or condominium. If the pet is a dog or a cat, a current photograph should be attached. The (resident manager, board of directors, managing agent) _____ will present a copy of the house rules to the resident for review and signature (condominiums only).

B. Pet Policy

- 1. Permission to keep a pet is granted at management's sole discretion and is subject to resident's strict adherence to all aspects of this pet policy. Any resident who wishes to keep a pet will first obtain management's approval and sign a pet agreement.**

2. Only domesticated household pets will be allowed. These include dogs, cats, fish, birds, rabbits and rodents, such as guinea pigs, rats and hamsters, kept as companion animals. No resident will be allowed to keep more than _____cats and/or dogs. Requests to keep more than one pet of any other species will be approved at management's discretion.
3. In making a decision on whether to approve a resident's request to keep a dog, management will taken into account the dog's temperament and the arrangements the resident has made for training and exercising the dog.
4. Pet shall not be kept, bred, or used for any commercial purpose. All pets must be spayed or neutered, unless a veterinarian certifies that health problems prevent the animal from being spayed or neutered. All pets must receive proper veterinary care, including all appropriate inoculations; must be well-groomed; and must be given a healthy diet and exercised according to their needs. If an off-leash area has been designated by management on the building grounds, dogs may be taken off-leash in that area, provided the resident remains with the dog at all times. All pets must also be maintained in accordance with applicable state and local laws.
5. Pets must wear identifications tags at all times. Cats and dogs much be licensed, if required by the city/county.
6. Pets must be confined to the pet owner's apartment, must not be allowed to roam free and may not be tied unattended in any common area. Pets in transit are to be carried, restrained by a leash or placed in an animal carrier.
7. No pet is to be left alone in a resident's apartment for a period longer than that which is appropriate in light of the individual pet's needs. While this period may vary depending on the pet in question, property owner/manager and resident understand that, in general, dogs should not be left alone for more than 9 hours, and other pets for more than 24 hours, on a regular basis. When management has reasonable cause to believe that a pet is alone in an apartment and that pet is creating a disturbance, or any other emergency situation appears to exist with respect to that pet, management will attempt to contact the resident to remedy the situation. If management is unable to contact the resident within a reasonable period, management may enter the resident's apartment and make any necessary arrangements for the pet's care, including removing the pet and placing it in a temporary home, such as a boarding kennel. Any costs incurred will be deducted from the resident's pet deposit (see #14 below).

8. Persons who walk pets are responsible for immediately cleaning up after their animals and discarding securely bagged pet droppings in designated areas only.

Cat litter must be placed in tied plastic bags and may not be disposed of in toilets, nor may any pet waste be dropped down trash chutes, unless securely bagged.

9. Pet owners are responsible for any damage to common areas caused by their pets. Any damage caused by cleaning chemicals or other such materials used in an attempt said damage is also the full responsibility of the pet owner.
10. Food will not be left outside where it may attract other animals. Feeding or caring for stray animals is prohibited. Injured or stray animals should be reported to the local animal control authority for pick-up.
11. No pet shall be allowed to become a nuisance or create any unreasonable disturbance. Examples of nuisance-type behavior for the purposes of this paragraph are:
 - a. Personal injury or property damage caused by unruly behavior
 - b. Pets who make noise continuously and/or incessantly for a period of ten minutes or intermittently for one half hour or more, disturbing any person at any time of day or night.
 - c. Pets in common areas that are not under complete control of a responsible human companion and on a short hand-held leash or in a pet carrier.
 - d. Pets that relieve themselves on walls or floors of common areas (inside or out).
 - e. Pets that exhibit aggressive or vicious behavior.
 - f. Pets that are conspicuously unclean or parasite-infected.
12. Notwithstanding any other provision herein, people with visual, hearing or physical disabilities may keep certified guide dogs, signal dogs or service dogs, respectively, in their apartments. Further, nothing herein shall hinder full access to the apartments and the common areas by persons with disabilities.
13. Residents are responsible for visiting pets, which are subject to the same restrictions as resident pets.

14. Residents are responsible for, and must immediately pay for, all damages or injuries caused by their pets. In addition, each resident who wishes to keep a pet must pay a \$_____pet deposit upon signing the pet agreement. If the cost of repairing any damages caused by the pet exceeds the pet deposit, management may use funds from the resident's regular security deposit to cover the excess. If management uses all, or any portion of, the pet deposit or security deposit to cover any pet-related damages or expenses incurred by management during the resident's tenancy, the resident must immediately restore the deposits to their full, original amounts. The pet deposit is fully refundable if management determines that there are no damages or other expenses caused by the pet(s) upon vacating the apartment or permanently relocating the pet(s).

C. Enforcement

Any owner, resident, or managing agent observing an infraction of any of these rules shall discuss the infraction in a neighborly fashion with the pet owner in an effort to secure voluntary compliance.

If the complaint is not satisfied voluntarily, it must be put in writing, signed and presented to the (board of directors, managing agent, etc)_____. If the board is in agreement with such complaint, the pet owner will receive written notice of the violation.

If after _____ violations the problem is still unresolved, arrangements will be made for a hearing. The board of directors may require the permanent removal of any pet. If so determined, the pet owner will have _____ amount of days to remove the pet from the premises. The board of directors also has the authority to assess and collect fines for violations of the house rules pertaining to pets and to assess and collect amounts necessary to repair or replace damaged areas or objects.

I have read and understand the above pet policy.

Resident Signature:_____

Date:_____