



## Tenants' Animals and Sample Documents

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Whether to allow tenants to have pets on the premises will be a decision for the supportive housing owner or manager. Many supportive housing owners that do allow pets implement the following requirements and restrictions, such as the following:

- The pet cannot be over 35 pounds when full-grown (except for animals required as a reasonable accommodation).
- The tenant should be required to sign a care animal/pet agreement and abide by its terms prior to receiving authorization to keep the care animal/pet on the premises.
- The owner should be required to demonstrate that the care animal/pet does not present a threat or danger to other tenants, staff, visitors, or to the physical property.
- The care animal/pet should be required to be current in its vaccinations.

Even when the supportive housing project has a No Pet Policy, it must still allow companion or service animals as a reasonable accommodation for tenants with a disabilities who request exception to the No Pet Policy. A tenant requesting such an exception must demonstrate that the animal is necessary for coping with the tenant's disability and for the tenant to be able to enjoy the full benefits of the housing being provided.

**Please find attached a sample Pet Agreement Addendum to Rental Agreement and a sample Companion / Service Animal Procedure.**



## ***Sample Pet Agreement Addendum to Rental Agreement***

This agreement forms a part of the Rental Agreement dated \_\_\_\_\_ by and between the Landlord and \_\_\_\_\_ (tenant head of household).

Tenant(s) desires to keep a pet named \_\_\_\_\_ and described as a \_\_\_\_\_ in the dwelling he/she occupies under the Rental Agreement referred to above, and because this agreement specifically prohibits the keeping of pets without the Landlord's permission, the tenant(s) agrees to the following terms and conditions in exchange for this permission:

1. Tenant agrees to keep his/her pet under control at all times.
2. Tenant agrees to keep the pet on a leash or in a cage and in the direct control of the owner at all times while the pet is in common areas (hallways, elevators, stairways, etc.).
3. Tenant agrees not to leave the pet unattended for any unreasonable period.
4. Tenant agrees to dispose of their pet's droppings properly and quickly. [All cat litter will be placed in a plastic bag and securely tied before putting it in the garbage chute.]
5. Tenant agrees to keep pet from causing discomfort or annoyance to others and will immediately remedy any complaints made through the Landlord or Landlord's Agent.
6. Tenant agrees to pay immediately for any damages, loss, or expense caused by their pet, and will add an additional \$\_\_\_\_\_ to his/her Security Deposit, any of which may be used for cleaning or repairs when tenants vacate. [This added deposit will be returned to tenant within 30 days after that he/she no longer keeps this pet, with the subtraction of any amount required to cover damages or loss sustained by the property.]
7. Tenant agrees to remove his/her pet's offspring from the premises within six (6) weeks after birth. Tenant agrees to inform building manager immediately upon pet giving birth to offspring.
8. Tenant agrees and understands that this agreement and terms permit them to keep ONLY the one pet named and described above. No other pets will be kept for any period of time without the express written permission of the owner.
9. Tenant agrees to provide proof of vaccination (for cats - FVRCP; for dogs - rabies & DHOPP; or as modified by local law). Tenant will provide initial proof of vaccination prior to executing the Pet Addendum to the Lease, and annually thereafter to the building manager.
10. Tenant agrees and understands that Landlord or Landlord's Agent reserves the right to revoke permission to keep the pet should tenant break the conditions of this agreement.

Signed: \_\_\_\_\_

(Head of Tenant Household)

Date: \_\_\_\_\_

Signed: \_\_\_\_\_

(Landlord's agent)

Date: \_\_\_\_\_

## ***Sample Companion / Service Animal Procedure***

*Note: This sample procedure has been adapted from an example generously provided by the Tenderloin Housing Clinic in San Francisco.*

### ***Companion/Service Animal Procedure and Lease Addendum for Buildings that do not Allow Pets***

#### **Procedure:**

1. A tenant submits a Certification of Need for Reasonable Accommodation to have a service or companion animal to the Property Manager. A medical or psychiatric service provider must complete this Certification.
2. The Property Manager will verify that the request shows
  - a. The tenant has a disability as defined as any physical or mental disability that limits a major life activity
  - b. The accommodation is necessary to afford an equal opportunity to use and enjoy the dwelling

If the request meets the criteria, the Property Manager will give the tenant the option to either

- a. Have the animal certified as a service animal
  - b. Schedule a Service Animal Meeting with the Property Manager
  - c. If the tenant chooses the Service Animal Meeting option, the Property Manager will set up a meeting time and place with the tenant. If the tenant has identified a specific animal, it must also attend the meeting.
3. If the Property Manager is satisfied that the tenant is able to care for the animal and that the animal is suited for the housing, the Property Manager will approve the request pending receipt of the Pet/Service Animal Addendum, license information and shot information.
  4. If the Property Manager determines that either (a) the tenant is not able to care for the animal, or (b) the animal is not suited for our housing, the Property Manager will draft a denial letter and give it to the Director of Property Management for final approval. The denial letter, along with a copy of the appeal process will be sent to the tenant and a copy to the tenant within five days of the meeting.

## Addendum

The purpose of the agreement is to authorize you to maintain an animal in your dwelling unit subject to certain conditions and restrictions. Service animals and pets are a serious responsibility and risk. If not controlled and cared for properly, these animals can disturb the rights of others and cause costly damages for which you may be held liable.

Tenant Name: \_\_\_\_\_ Room Number: \_\_\_\_\_

You are authorized to keep the authorized animal on the premises of your dwelling unit. This authorization is conditional on a certification signed by a licensed health professional documenting that your mental or physical health is dependent on your keeping a service animal in your dwelling unit. This certification must be attached to this agreement.

Only the following described animal is authorized to be kept in your dwelling unit. No substitutions are allowed. You must be capable of caring for the animal.

Type: \_\_\_\_\_ Breed: \_\_\_\_\_ Color: \_\_\_\_\_

Age: \_\_\_\_\_ Weight: \_\_\_\_\_ Name of Animal: \_\_\_\_\_

License #: \_\_\_\_\_ Issued by City of: \_\_\_\_\_

Date of Last Rabies Shot (proof required for all dogs): \_\_\_\_\_

Documentation of Neutering/Spaying: \_\_\_\_\_

Service Dog Certification: \_\_\_\_\_

Is the Animal Housebroken? \_\_\_\_\_

### *Move-Out*

Prior to vacating the dwelling unit, you will be responsible for cleaning and deodorizing the unit in order to protect future residents from possible health hazards, regardless of how long your animal occupied the unit.

### *Companion/Service Animal Rules*

You are responsible for the actions of the animal at all times. You agree to abide to the following rules (after having read each rule please initial):

- a) \_\_\_\_\_ Animals will be inoculated in accordance with state and local law.
- b) \_\_\_\_\_ You will register your animals, where applicable, before bringing them onto the premises. You will update the registration annually.
- c) \_\_\_\_\_ You agree that the animal will not disturb the rights, comforts or conveniences of the other residents. This applies whether the animal is inside or outside your dwelling unit.

- d) \_\_\_\_\_ Dogs and cats must be housebroken. All other animals must be caged at all times. No offspring are allowed. Dogs and cats must be neutered or spayed.
- e) \_\_\_\_\_ Animals shall not be tied to any fixed object outside your dwelling unit, including stairs, stairwells, or any other part of the building. Animals shall not be allowed to run free outside your dwelling unit.
- f) \_\_\_\_\_ Non-service animals are not permitted in laundry room, offices, lobby areas, or other common areas facilities and other dwelling units.
- g) \_\_\_\_\_ Your animal must be fed and watered inside the dwelling unit and pet food or water may not be left outside the dwelling unit at any time.
- h) \_\_\_\_\_ Animals shall be kept on a leash and under controlled supervision when allowed outside the dwelling unit.
- i) \_\_\_\_\_ Dogs may not discharge urine and feces anywhere outside your dwelling unit and must be taken off property for such purpose. Cats may discharge inside the dwelling unit, but it shall be done in commercial-type litter box with "kitty-litter". Residents will be charged a \$10.00 fee for every time your animal is found to have discharged on the property.

#### *Emergency Care*

In case of an emergency, your animal will be taken care of by:

Name: \_\_\_\_\_ Phone Number: \_\_\_\_\_

Address: \_\_\_\_\_

If such a person is also a resident of the property, the provisions of this Agreement shall continue in effect and shall be deemed to apply to the keeping of your animal by a paid attendant.

#### *Animal Care and Abuse*

If you become incapable of caring for your animal, or if the authorized animal is cared for negatively or abused, we will terminate your authorization to keep the animal.

#### *Additional Rules*

We shall have the right to make reasonable changes and additions to this policy and rules set forth in this agreement, so long as the same are in writing and distributed to all residents who are permitted to have animals, with 30-day notice.

#### *Violation of Agreement*

Violating this agreement may subject you to termination of authorization to keep the animal or eviction.

#### *Complaints about the Animal*

You agree to immediately take appropriate action in the event that we receive complaints from neighbors or other residents concerning your animal.

#### *Prior Understanding*

You acknowledge that no other oral or written agreement or understanding exist regarding this Addendum, except for written changes with 30-days notice.

I, \_\_\_\_\_ agree that I am responsible for the conduct and hygiene of my animal. I further agree to keep my animal in good health, agree to license my animal, provide my animal's medical shot records and to observe any hygiene requirement Landlord asks of my animal and me. I agree to keep my animal in my unit and when it becomes necessary, I agree to keep my animal restrained when in the common areas of the property. I agree not to leave my animal unattended for more than eight (8) hours and will designate someone to provide care to my animal should my absence exceed eight (8) hours. Should my animal's conduct, hygiene, and/or my housekeeping standards become a problem, I understand that I may be subject to eviction.

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Tenant Signature

Date

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Manager Signature

Date