



ANIMAL POLICY

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I. PREAMBLE

The Housing Authority of Gloucester County (HAGC) adopts this Animal Policy (“Policy”) to provide rules and conditions under which an animal may be kept in properties owned or managed by HAGC. The primary purpose of this Policy is to establish reasonable requirements for keeping common household animals in order to provide a decent, safe and sanitary environment for existing and prospective tenants, HAGC employees, and the public, and to preserve the physical condition of HAGC’s property.

This Policy is established in accordance with the following federal regulations:

24 *C.F.R.* 960, Subpart G
24 *C.F.R.* Part 5, Subpart C

Violation of this Policy may be grounds for removal of the animal or termination of the animal owner’s tenancy (or both), in accordance with the provisions of this Policy, the Lease, applicable regulations and state and local law.

II. DEFINITIONS

A. For purposes of this Policy, the following terms are defined as follows:

1. “Pet Animals” shall mean:

- (a) Domesticated dogs not exceeding thirty (30) pounds in weight and meeting other requirements of this Policy.
- (b) Domesticated cats not exceeding thirty (30) pounds in weight and meeting other requirements of this Policy.
- (c) Fish in approved tank not exceeding twenty (20) gallons of water.
- (d) Domesticated, caged, small birds in an approved cage.

2. “Assistance animals” shall mean animals that are medically necessary to assist, support or provide service to persons with disabilities and include service dogs and emotional support animals.

3. Unless excluded as provided in this Policy, “animal(s)” shall mean Pet Animals and Assistance Animals.

B. No other living creature shall be considered an animal for the purposes of this Policy. HAGC may, in its sole discretion, approve domesticated dogs or cats over the above weight limits that otherwise meet the requirements of this Policy.

III. ASSISTANCE ANIMALS

Assistance animals that do not meet the definition of pet animals pursuant to Section II(A)(1) of this Policy require the approval of a Reasonable Accommodation Request by HAGC's Reasonable Accommodation Coordinator in accordance with HAGC's Reasonable Accommodation Policy set forth under HAGC's Admissions and Continued Occupancy Policy.

IV. DEFINITION OF "ELDERLY OR DISABLED FAMILY" AND "PROJECT FOR THE ELDERLY OR PERSONS WITH DISABILITIES"

For purposes of implementing this Policy, HAGC shall apply the definitions of "elderly or disabled family" and "Project for the Elderly or persons with disabilities" as contained within 24 *C.F.R.* 5.306, Definitions.

V. ANIMAL PERMIT APPLICATION

- A. Tenants who wish to apply for an Animal Permit ("Permit") must file an application for a Permit with HAGC. Applications will be processed on a first-come, first-served basis.
- B. Excluding assistance animals, tenants who have a history of poor housekeeping and/or damaging HAGC owned/managed property will be denied a Permit for a period of one year from the date of the application. Reconsideration for a Permit will be given if the tenant has no housekeeping or damage violations for twelve (12) consecutive months.
- C. Excluding assistance animals, tenants who have been found to violate their Lease by having an animal on HAGC owned or managed properties without a valid Permit shall be denied a Permit for a period of one year from the date of the violation.

VI. CONDITIONS FOR ISSUANCE OF A PERMIT

- A. For dogs and cats only:
 - 1. The applicant must provide proof, each year, of municipal registration of the animal in accordance with state and local law.
 - 2. Annually, the applicant must provide proof from a licensed veterinarian or a state or local authority empowered to inoculate animals that the animal is in good health and has been inoculated for distemper and rabies. The applicant must provide information sufficient to identify the animal. HAGC shall also accept a Certification of Exemption From Vaccination form from a veterinarian who certifies in writing that the animal is incapable of being inoculated because of infirmity, other physical condition, or regimen of therapy as provided by the regulations of the New Jersey Department of Health.
 - 3. Security deposits may be used to pay reasonable expenses directly related to the presence of the animal on the property. Such expenses include, but are not limited to, the cost of repairs and replacement to the unit, fumigation of the unit, and the cost of

animal care facilities.

4. Tenants will be charged a separate waste removal penalty fee, of Twenty-Five Dollars (\$25.00) per occurrence, for failure to comply with rules regarding waste removal. See Article VII of this Policy.

B. For all animals as defined in this Policy:

1. The applicant must execute an Animal Lease Addendum providing that:
 - (a) The applicant assumes all personal financial responsibility for damage to any personal or real property of any third party, or HAGC, caused by the animal and the applicant assumes personal responsibility for personal injury to any party caused by the animal;
 - (b) The applicant acknowledges and agrees to the requirements of this Policy and that the Permit can be revoked for failure to adhere to and abide by this Policy.
 - (c) The applicant has read and understands this Policy and agrees that this Policy shall become part of the Lease and the Animal Lease Addendum.
2. As part of the application process for a Permit, the applicant must file an Animal Emergency Care Plan in case the applicant is unable to care for the animal in an emergency. This Plan must empower HAGC, or any of its affiliates, as applicable, to transfer the responsibility of the animal to an approved person that does not reside in HAGC owned or managed properties.
3. Prior to the issuance of a Permit, the applicant and HAGC shall execute the Animal Lease Addendum, a copy of which is attached to this Policy.

VII. ANIMAL MANAGEMENT

- A. Excluding assistance animals, only one Permit will be issued per unit.
- B. Excluding assistance animals, an individual Permit may only be issued for one dog, one cat, one twenty (20) gallon fishtank, or one bird cage containing no more than two (2) birds.
- C. Except for single-family units, animals must be confined to the unit unless on a leash or appropriately and effectively restrained.
- D. Animals shall not wander at any time without appropriate and effective restraints in common areas of the building or on the property grounds.
- E. In the event that the tenant leaves the building or property in an emergency, the animal is to be cared for in accordance with the Animal Emergency Care Plan within twenty-four (24)

hours of departure of said tenant.

- F. Tenant shall be responsible to maintain the unit free of flea and/or tick infestation. All cost associated with the treatment of flea and/or tick infestation shall be the responsibility of the tenant.
- G. Tenant acknowledges responsibility for the cleanliness of animals and agrees to:
 - 1. Keep the property grounds and unit free of animal waste.
 - 2. Place cat litter waste into a waste bag and dispose of the waste bag at the first floor trash disposal area or into an exterior trash can/bin.
 - 3. Except for single-family units, place a dog on a leash (or restrain with an appropriate and effective restraint) and take the dog to the designated "Animal Relief Area." Tenants are responsible for removing and properly disposing of all removable animal waste from the Animal Relief Area.
 - 4. Not store animal waste in their unit or flush animal waste with "kitty litter" down the toilet, sinks, or bathtubs.
 - 5. Vacuum and clean up animal residue (odor, hair, seeds, feathers, water) daily. Units must be kept clean and free of odors at all times.
- H. Tenant shall prevent animals from causing personal injury or property damage (within the unit, common areas, property grounds or personal property of others), and assume all liability regardless of fault in cases where said animal contributes to or causes personal injury or property damage in accordance with state and local law.
- I. Tenant agrees to manage animals in such a way that does not contribute to complaints from, or disturb the peaceful enjoyment of, other tenants or neighbors regarding behavior and/or activities of said animal.
- J. Tenant agrees to provide adequate care, nutrition, exercise and medical attention for their animals.
- K. Tenant agrees that no animal shall be tied up, chained, or otherwise tethered in the unit or anywhere on HAGC property and left unattended for any amount of time.
- L. Bird cages are not permitted to be attached to ceilings or walls.

VIII. ANIMAL CONTROL

- A. Tenant must keep the animal appropriately and effectively restrained and under the control of a responsible adult while in public and in common areas of HAGC owned or managed properties at all times. For single-family units, animals shall not be left unattended outside

of the unit unless in a fenced enclosure approved by HAGC.

- B. Tenant must not permit animals to defecate or urinate in a unit, in common areas, or on property grounds unless in a designated Animal Relief Area.

IX. INSPECTION OF UNIT

- A. Tenant agrees, as a condition of accepting a Permit, that tenant's unit will be available for inspection of compliance with this Policy at any time during working hours on thirty (30) minute notice.
- B. Damages caused by animals, as determined by inspection, may be repaired/replaced by HAGC at the sole discretion of HAGC's Affordable Housing Operations (AHO) Department. In the event of repair/replacement, tenant shall be billed for all associated costs, including but not limited to labor and materials, at time of repair/replacement.

X. PETITION OF REMOVAL

The Executive Director, or designee, may require animal owners to remove their animals upon the petition of two (2) or more neighboring tenants who allege a complaint against the animal owner for non-compliance with this Policy. In such cases, the tenant shall have the right to request an informal settlement conference in accordance with HAGC's Grievance Policy.

XI. REVOCATION OF PERMIT

- A. Revocation of a Permit may occur upon the occasion of the following conditions:
 - 1. Upon death of the animal; or
 - 2. Upon permanent removal of the animal from the unit.
- B. Upon determination by HAGC management, the following conditions may be considered cause for revocation:
 - 1. The animal has caused damage to any unit, common areas, personal property or persons.
 - 2. The animal has bitten, scratched or caused injury to any person.
 - 3. The animal makes animal sounds that disturb the peaceful enjoyment of other tenants, neighbors or HAGC personnel, for example, a barking dog or loud meowing cat.
 - 4. The animal defecates or urinates in a unit, in common areas, or on property grounds unless in a designated Animal Relief Area.
 - 5. The animal is found out of control of tenant, for example, an unleashed (or not properly

- restrained) dog, a cat running loose, or an uncaged bird.
6. Upon expiration of the municipal animal license, unless renewed.
 7. Upon expiration of inoculation unless current inoculation status is recertified.
 8. The animal is a danger and hazard to the health and safety of tenants, neighbors and HAGC personnel.
 9. The animal is not being cared for adequately by tenant, including but not limited to tenant's failure to feed, groom or exercise the animal such that the animal's wellbeing is harmed.

Written notice of a Permit revocation will be served on the tenant in writing ten (10) days before the effective date. The Notice shall include a brief factual statement of the violation. In such cases, the tenant shall have the right to request an informal settlement conference in accordance with HAGC's Grievance Policy.

XII. DEATH OF ANIMAL

The tenant shall be responsible for arranging for burial or other disposal of deceased animals off HAGC owned or managed properties. Tenant shall notify HAGC of any animal death within ten (10) calendar days of death.

XIII. ANIMALS TEMPORARILY ON HAGC OWNED OR MANAGED PROPERTIES

Excluding assistance animals, animals which are not owned by a tenant shall not be allowed on HAGC owned or managed properties. Tenants are prohibited from feeding or harboring stray animals.

XIV. ABSENCE OF TENANT

The tenant's Animal Emergency Care Plan shall identify responsible parties who will care for the animal if the tenant dies, is incapacitated or is otherwise unable to care for the animal. If the responsible party is unwilling or unable to care for the animal or if HAGC, after reasonable efforts, cannot contact a responsible party, then HAGC may contact the appropriate state or local agency and request that such agency remove the animal. Any cost to remove the animal shall be a charge to the tenant.

XV. EMERGENCIES

HAGC will take all necessary steps to ensure that animals, which become vicious, display symptoms of severe illness, or demonstrate behavior that constitutes an immediate threat to the health or safety of others, are referred to the appropriate state or local agency authorized to remove such animals. Any cost to remove such animals shall be a charge to the tenant.

ANIMAL PERMIT APPLICATION

Project Name: _____ Date: _____

Tenant Name: _____ Unit #: _____

Type of animal: Bird _____ Fish _____ Cat _____ Dog _____ Other (Describe): _____

Weight of Animal _____

Age of Animal _____

Breed of Animal _____

Size of Fish Tank (if applicable) _____

IF CAT (check one): Declawed: _____ Not Declawed: _____

Date animal is expected to be brought to the unit after approval: _____

Applicant shall attach a photograph of the animal to this application.

Applicant agrees to comply with the terms of HAGC's Animal Policy. Upon approval by HAGC of an Animal Permit Application, Tenant shall execute HAGC's Animal Lease Addendum. An animal shall not be permitted in Tenant's apartment until HAGC approval of an Animal Permit Application and full execution of the Animal Lease Addendum by tenant and HAGC.

Tenant Signature: _____

DO NOT WRITE BELOW THIS LINE

Date application received: _____ By: _____

Policy explained to tenant by: _____

Unit inspected for housekeeping: Yes: _____ No: _____

Approved by: _____

Rejected by: _____

Reason for rejection: _____

Date Permit issued: _____ Animal Permit #: _____

ANIMAL LEASE ADDENDUM

TENANT: _____ ANIMAL PERMIT #: _____

PROJECT: _____ UNIT #: _____

DESCRIPTION OF ANIMAL: _____

1. _____ Parties. The parties of this Animal Lease Addendum (Lease Addendum) are the Housing Authority of Gloucester County, referred to as the landlord, and the above referenced tenant.
2. _____ Length of Time (Term). The term of this Lease Addendum shall begin on _____ and end upon the termination of the Lease, unless terminated earlier in accordance with HAGC's Animal Policy.
3. _____ Waste Removal Charge. Tenant shall pay Twenty-Five Dollars (\$25.00) each occurrence as a separate animal waste removal penalty for failure to properly dispose of animal waste.
4. _____ Tenant shall file a copy of any municipal animal registration or license with the landlord and keep same current.
5. _____ Tenant shall keep the animal properly inoculated for rabies and distemper and to provide landlord proof that such inoculations or vaccinations are current. Landlord shall also accept a Certification of Exemption from Vaccination Form from a veterinarian who certifies in writing that the animal is incapable of being inoculated because of infirmity, other physical condition, or regimen of therapy in accordance with New Jersey Department of Health regulations.
6. _____ Tenant shall assume all personal financial responsibility for damages to any third party, or landlord, personal or real property caused by the animal and assumes personal responsibility for personal injury to any party caused by the animal, in accordance with state and local law.
7. _____ Tenant shall be obligated to pay and be liable to the landlord for the payment of all reasonable attorney fees and court costs in the event it becomes necessary for the landlord to retain or hire an attorney to represent the landlord for the purpose of advising, preparing for, and initiating an action for eviction of the tenant for breach of this Lease Addendum, or collection of animal damages, and such fees and costs shall be considered additional rent due and owing upon presentation of a bill for same to the tenant, if the landlord prevails in the action.
8. _____ Tenant has read and understands HAGC's Animal Policy. Tenant acknowledges and agrees to the requirements of HAGC's Animal Policy that HAGC's Animal Policy is part of the Lease and this Lease Addendum. Tenant acknowledges and agrees that the Animal Permit can be revoked for failure to adhere to and abide by HAGC's Animal Policy.
9. _____ Tenant agrees to any reasonable changes to HAGC's Animal Policy that may occur in the future.
10. _____ Tenant agrees to the terms and conditions of this Lease Addendum as an amendment to

the Lease.

11. _____ Tenant shall file an Animal Emergency Care Plan with landlord and shall hold the landlord and its employees, consultants and contractors harmless of any liability in connection with such Plan.

12. _____ Tenant shall pay for any and all animal care facility, or similar costs for the care of the animal if necessary.

13. _____ Tenant shall make the unit available for inspection, during normal working hours, upon thirty (30) minute notice.

14. _____ Tenant agrees to have the animal use the designated animal relief area, if animal is a dog or cat, or cats may use an approved kitty litter container in the unit. Tenant shall pay Twenty-Five Dollars (\$25.00) per occurrence for the cost of any clean up as the result of "accidents" by an animal or for the failure of the tenant to clean up and properly dispose of any removable waste from the designated animal relief area.

15. _____ Tenant shall dispose of animal waste and kitty litter by placing it in waste bags and disposing the waste bags at the first floor trash disposal area or into an exterior trash can/bin daily. Tenant shall NOT use building trash chutes to dispose of animal waste or kitty litter.

As a condition of the Animal Permit issued on _____, I, _____, understand and agree to the terms and conditions of this Lease Addendum.

HAGC Representative Signature

Date

Tenant Signature

Date

ANIMAL EMERGENCY CARE PLAN

Project Name: _____ Date: _____

Tenant Name: _____ Unit #: _____

Type of animal: Bird _____ Fish _____ Cat _____ Dog _____ Other (Describe): _____

Weight of Animal _____

Age of Animal _____

Breed of Animal _____

Size of Fish Tank (if applicable) _____

IF CAT (check one): Declawed: _____ Not Declawed: _____

RESPONSIBLE PERSON 1 (Other Than Owner)

Name: _____

Address: _____

Telephone Number: _____

Email Address: _____

Relationship: _____

RESPONSIBLE PERSON 2 (Other Than Owner)

Name: _____

Address: _____

Telephone Number: _____

Email Address: _____

Relationship: _____

I _____ certify that the above-named individuals will care for my animal in the event I die, become incapacitated, or otherwise become unable to care for my animal. I agree that if the above-named individuals are unable to care for my animal, or if after reasonable efforts HAGC cannot contact the above-named individuals, HAGC may contact the appropriate state or local agency and request the removal of my animal. Any cost to remove my animal will be a charge to me.

Tenant Signature: _____