

## MDI & Ellsworth Housing Authorities

P O Box 28  
80 Mount Desert Street  
Bar Harbor, ME 04609-0028  
Phone & Fax 1-207-288-4770

Dear Applicant,

Public Housing policy states that residents may not own more than one cat or one dog. Certain breeds of dogs, and dogs whose adult weight will exceed thirty pounds are not permitted.

**Please read the PET POLICY thoroughly.**

If you have been determined eligible for housing, but are the owner of multiple cats or dogs, or have more pets than are permitted in the policy, you will not be offered housing until pet issues are resolved to the satisfaction of the Housing Authority management staff.

Sincerely,

The MDI and Ellsworth Housing Authorities

**PET POLICY**  
**MDI & ELLSWORTH HOUSING AUTHORITIES**

This Pet Policy pertains to tenants who acquire pets after June 1, 2001. Tenants that acquire pets prior to June 1, 2001 will not be subject to any new financial requirements stated in this Policy.

**Section I.**

1. Pet ownership: A tenant may own one or more common household pets, or have one or more common household pets present in the dwelling unit of such tenant, subject to the following conditions:
  - A. Each Head of Household may own up to two pets. If one of the pets is a dog or cat, the second pet must be contained in a cage or an aquarium for fish. Each bird or other animals, other than fish, shall be counted as one pet.
  - B. If the pet is a dog or cat, it must be neutered/spayed by the age of six (6) months. The evidence can be provided by a statement/bill from a veterinarian and/or staff of the humane society. The evidence must be provided prior to the execution of this agreement and/or within 10 days of the pet becoming of the age to be neutered/spayed. Tenant must provide water proof and leak proof litter boxes for cat waste, which must be kept inside the dwelling unit. Cardboard boxes are not acceptable and will not be approved. The Tenant shall not permit refuse from litter boxes to accumulate nor to become unsightly or unsanitary. Also, a dog may not exceed 30 pounds in weight (fully grown).
  - C. If the pet is a bird, it shall be housed in a birdcage and cannot be let out of the cage at any time.
  - D. If the pet is a fish, the aquarium must be twenty gallons or less, and the container must be placed in a safe location in the unit. The Tenant is limited to one container for the fish; however, there is no limit on the number of fish that can be maintained in the container as long as the container is maintained in a safe and non-hazardous manner. The aquarium will be inspected at least once annually by the housing authority's inspector.
  - E. If the pet is a cat or dog, it must have received rabies and distemper inoculations or boosters, as applicable. Evidence of inoculations can be provided by a statement/bill from veterinarian or staff of the humane society and must be provided before the execution of this agreement.

- F. All pets must be housed within the unit and no facilities can be constructed outside of the unit for any pet. No animal shall be permitted to be loose and if the pet is taken outside it must be taken outside on a leash and kept off other Tenant's lawns. Also, all pets must wear collars with identification at all times.
- G. All authorized pet(s) must be under the control of an adult. An unleashed pet, or one tied to a fixed object, is not considered to be under the control of an adult. Pets which are unleashed, or leashed and unattended, on housing authority property may be impounded and taken to the local Humane Society. It shall be the responsibility of the Tenant to reclaim the pet at the expense of the Tenant. Also, if a member of the housing authority staff has to take a pet to the Humane Society the Tenant will be charged \$50 to cover the expense of taking the pet(s) to the Humane Society.
- H. Pet(s) may not be left unattended for more than twenty-four consecutive hours. If it is reported to housing authority staff that a pet(s) has been left unattended for more than a twenty-four (24) consecutive hour period, housing authority staff may enter the unit and remove the pet and transfer the pet to the Humane Society. Any expense to remove and reclaim the pet from any facility will be the responsibility of the Tenant. In the case of an emergency, the housing authority will work with the resident to allow more than 24 hours for the resident to make accommodations for the pet. The resident/pet owner will be required to designate two responsible parties for the care of the pet if the health or safety of the pet is threatened by the death or incapacity of the pet owner, or by other factors that render the pet owner unable to care for the pet.
- I. Pet(s), as applicable, must be weighed by a veterinarian or staff of the Humane Society. A statement containing the weight of the pet must be provided to the housing authority prior to the execution of this agreement and upon request by the housing authority.
- J. The following is a list of pets that are allowed. Any pet that is not listed must be approved by the housing authority. No exceptions.
  - Dog
  - Cat
  - Fish
  - Caged animals (1 hamster, 1 gerbil, or 1 guinea pig)
  - Birds (parakeets, canaries, cockatiels, or love birds)

NOTE: Any pet that is not fully grown will be weighed every six months. Also, any pet that exceeds the weight limit at any time during occupancy will not be an eligible pet and must be removed from housing authority property.

2. Responsible Pet Ownership: Each pet must be maintained responsibly in accordance with this pet ownership lease addendum and in accordance with all applicable ordinances, state and local public health, animal control, and animal anti-cruelty laws and regulations governing pet ownership. Any waste generated by a pet must be properly and promptly disposed of by the tenant to avoid any unpleasant and unsanitary odor from being in the unit.

3. Prohibited Animals: Animals or breeds of animals that are considered by the housing authority to be vicious and/or intimidating will not be allowed. The following are NOT considered "common household pets":

Vicious or intimidating pets. Dog breeds include Pit Bull, Rottweiler, Chow, Doberman, Dalmation, German Shepard are considered vicious or intimidating breeds and are not allowed.

Animals who would be allowed to produce offspring for sale.

Wild, feral, or any other animals that are not amenable to routine human handling.

Any poisonous animals of any kind.

Non-human primates.

Animals whose climatological needs cannot be met in the unaltered environment of the individual dwelling unit.

Pot-bellied pigs.

Ferrets or other animals whose natural protective mechanisms pose a risk of serious bites and/or lacerations to small children.

Hedgehogs or other animals whose protective instincts and natural body armor produce a risk of serious puncture injuries to children.

Chicks, turtles, or other animals that pose a significant risk of salmonella infection to those who handle them.

Pigeons, doves, mynahs, psittacines, and birds of other species that are hosts to the organisms that cause psittacosis in humans.

Snakes or other kinds of reptiles.

This determination will be made by a housing authority representative prior to the execution of this lease addendum.

4. Pet(s) shall not disturb, interfere or diminish the peaceful enjoyment of other tenants. The terms, "disturb, interfere or diminish" shall include but not be limited to barking, howling, chirping, biting, scratching and other like activities. This includes any pets who make noise continuously and/or incessantly for a period of 10 minutes or intermittently for one-half hour or more and therefore disturbs any person at any time of the day or night. The Housing Manager will terminate this authorization if a pet disturbs other tenants under this section of the lease addendum. The Tenant will be given one week to make other arrangements for the care of the pet or the dwelling lease will be terminated.
5. If the animal should become destructive, create a nuisance, represent a threat to the safety and security of other persons, or create a problem in the area of cleanliness and sanitation, the Housing Manager will notify the tenant, in writing, that the animal must be removed from the public housing development, within 10 days of the date of the notice from the housing authority. The Tenant may request a hearing, which will be handled according to the housing authority's established grievance procedure. The pet may remain with the tenant during the hearing process unless the housing authority has determined that the pet may be a danger or threat to the safety and security of other persons. If this determination has been made by the housing authority, the pet must be immediately removed from the unit upon receipt of the notice from the housing authority.
6. The Tenant is solely responsible for cleaning up the waste of the pet within the dwelling and on the premises of the public housing development or adjacent property. If the pet is taken outside it must be on a leash at all times. If there is any visible waste by the pet it must be disposed of in a plastic bag, securely tied and placed in the garbage receptacle for their unit. If the housing authority staff is required to clean any waste left by a pet, the Tenant will be charged \$25 for the removal of the waste.
7. The Tenant shall have pets restrained so that maintenance can be performed in the apartment. The Tenant shall, whenever an inspection or maintenance is scheduled, either be at home or shall have all animals restrained or caged. If a maintenance person enters an apartment where

an animal is not restrained, maintenance shall not be performed, and the Tenant shall be charged a fee of \$25. If this same situation again occurs, the pet shall be removed from the premises. Pets that are not caged or properly restrained may be impounded by animal control officers or by housing authority staff and taken to the local Humane Society. It shall be the responsibility of the Tenant to reclaim the pet at the expense of the Tenant. Also, if a member of the housing authority staff takes a pet to the Humane Society the Tenant will be charged an additional \$50 to cover the expense of taking the pet(s) to the Humane Society. The housing authority shall not be responsible if any animal escapes from the residence due to maintenance, inspections or other activities of the landlord.

8. Pets may not be bred or used for any commercial purposes.
9. Excluded from the premises are all animals and/or pets not owned by residents, except service animals and visiting registered pets.
10. Residents are prohibited from feeding or harboring stray animals.
11. Residents/pet owners shall not alter their unit, patio, premises or common areas to create an enclosure for any animal. Installation of pet doors is prohibited.
12. A picture of the common household pet must be provided at time of registration.
13. Visiting pets: Tenants are allowed visiting pets providing the following guidelines are met:
  - The pet is registered with the main office and the yearly \$30 registration fee has been paid.
  - The housing authority must be notified in advance the pet will be visiting and also notified when the pet has left the building. After normal business hours, a message must be left at 288-4770.
  - Any pet that visits more than twenty-one days in a given year will be required to pay the \$300 pet deposit.

## Section II. SCHEDULE OF ANNUAL FEES AND INITIAL DEPOSIT

### FEE AND DEPOSIT SCHEDULE

(An annual fee and deposit is required for each pet)

<u>Type of Pet</u>	<u>Fee</u>	<u>Deposit</u>
Dog	\$30	\$300
Cat	\$30	\$300
Fish Aquarium	\$10	\$100
Fish Bowl (Requires no power and no larger than two gallons)	\$0	\$0
Caged Pets	\$25	\$25

Note: The above schedule is applicable for each pet; therefore, if a tenant has more than one pet he or she must pay the applicable annual fee and deposit for each pet or container.

Note: The amount required under "fee" may be charged each time the housing authority has to remind you to submit your pet's information. (As an example for a cat and dog if you fail to provide the required information, second request for a dog or cat \$60, third request \$90, fourth request \$120).

The entire annual fee and deposit (subject to the exception listed below) must be paid prior to the execution of the lease addendum. No pet shall be allowed in the unit prior to the completion of the terms of this pet policy. The annual fee shall be paid at the time of reexamination each year and all proof of inoculations and other requirements shall be made available to the housing authority at such time. The annual fee is not reimbursable. The deposit shall be utilized to offset damages caused by the pet and/or tenant. Any balance, if any, from the deposit will be refunded to the tenant. THERE SHALL BE NO REFUND OF THE ANNUAL FEE.

EXCEPTION 1: Tenants with approved pets prior to June 1, 2001 will not be required to pay any additional fees.

EXCEPTION 2: Tenants residing in elderly buildings will be allowed a payment schedule for the required security deposit, if a hardship exists.

It shall be a serious violation of the lease for any tenant to have a pet without proper approval and without having complied with the terms of this policy. The tenant will be entitled to a grievance hearing in accordance with the provisions of Paragraph 5 of this Pet Policy or the Grievance Procedure, as applicable.

## RESIDENT ACKNOWLEDGEMENT

After reading and/or having read to me this lease addendum  
I, \_\_\_\_\_ agree to the  
following:

I agree to abide by the requirements outlined in this lease addendum for pet ownership and to keep the pet(s) in accordance with this lease addendum.

I agree and understand that I am liable for any damage or injury whatsoever caused by pet(s) and shall pay the landlord or applicable party for any damages or injury caused by the pet(s).

I agree to accept full responsibility and will indemnify and hold harmless the landlord for any claims by or injuries to third parties of their property caused by my pet(s).

I agree to pay a non-refundable annual fee of \$ \_\_\_\_\_ to cover some of the additional operating cost incurred by the housing authority. I also understand that this fee is due and payable prior to the execution of this lease addendum and each twelve months thereafter.

I agree to pay a refundable pet deposit of \$ \_\_\_\_\_ to the housing authority. The annual fee and initial deposit must be paid prior to the execution of this lease addendum. The pet deposit may be used by the Landlord at the termination of the lease toward payment of any rent or toward payment of any other costs made necessary because of Tenant's occupancy of the premises. Otherwise, the pet deposit, or any balance remaining after final inspection, will be returned to the Tenant after the premises are vacated and all keys have been returned.

I agree and understand that all information concerning my pet(s) must be updated annually and provided to the housing authority at the annual reexamination.

I agree and understand that violating this lease addendum may result in the removal of the pet(s) from the property of the housing authority and/or eviction. I also understand that I may not be allowed to own any type of pet in the future while being an occupant of the housing authority.

I also understand that I must obtain prior approval from the housing authority before making a change of pet for which this policy was approved or adding a second pet. Also, a picture will be submitted to the housing authority staff of the pet(s) for documentation.

The following have been designated to care for the pet(s) in case of an emergency:

\_\_\_\_\_  
Name

\_\_\_\_\_  
Name

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
City, State, Zip

\_\_\_\_\_  
City, State, Zip

\_\_\_\_\_  
Head of Household

\_\_\_\_\_  
Date

Mount Desert Island & Ellsworth Housing Authorities

By: \_\_\_\_\_  
Housing Authority Representative

\_\_\_\_\_  
Date