



## Pet, Confined Animal, Assistance Animal, and Service Animal Policy



This Policy applies to all Tenants with animals approved to reside within their unit. Service Animals or Assistance Animals aide a person with a disability, and as noted below, some guidelines apply selectively to pets, assistance animals, or service animals.

### DEFINITIONS

**“Pet”** is defined as a domestic dog, or a cat kept for pleasure.

**“Confined Animal”** is defined as a type of animal in the household that is confined or caged, such as birds, rodents, tropical fish, reptiles, and insects.

**“Resident”** is defined as any resident, tenant, occupant, household member, and/or family member who reside(s) at a BCHA property.

### REQUIREMENTS

1. Any Resident requesting approval for a pet, confined animal, assistance animal, or service animal must submit a recent picture of the animal, copies of vaccination records, verification that their pet has been spayed or neutered, and proof of licensing (if required by the local municipality where the property is located). **All pets are subject to an interview with the Property Manager prior to approval and a 30-day check-in after initial approval.**
2. All animals must be approved by the Resident's Property Manager prior to moving to the unit.
3. Each household may keep up to two (2) pets.
4. Confined animals may be kept in addition to pets based on approval by the Property Manager. Residents are limited to two (2) birds and/or rodents; tropical fish and reptile aquariums may not exceed one 10-gallon container. All aquariums must have a lid.
5. A pet's weight may not exceed seventy (70) pounds.
6. A dog's or cat's age must be more than one (1) year.
7. All pets must be spayed or neutered, current on their vaccinations and licensed as required by the local municipality where the property is located prior to moving to the unit.
8. BCHA reserves the right to deny any pet or confined animal based on breed (as determined by municipal code), species and/or behavior.
9. Residents requiring a Service Animal or Assistance Animal should contact their Property Manager to request approval from the Reasonable Accommodations Committee for the Assistance or Service Animal to live in the Resident's unit.
10. If a pet, confined animal, assistance animal, or service animal is approved to reside in the household, the Resident will be required to sign a Lease Addendum that states the owner's responsibilities and penalties for violations.
11. Tenant must remove or confine any assistance animal at any time that BCHA staff or other persons require access to the Premises or Property as permitted by the Lease Agreement.

12. A Resident's animal will not be permitted to disturb the health, safety, rights, comfort, quiet or peaceful enjoyment of other Residents. Tenant must maintain control over their animal at all times. No vicious or dangerous animals will be permitted. The Tenant certifies that the animal will not pose a direct threat of harm or danger to any other tenants, BCHA staff, outside contractors, or any other individuals; will not damage any portion of the Premises or the Property; and will not cause any annoyance, nuisance, or discomfort to others, including excessive barking, jumping, scratching, whining, any other sound, or any offensive odor. If the animal poses a direct threat of harm to anyone during the Tenant's residency, and/or if the animal damages any portion of the Property, BCHA will notify the Tenant in writing of the problem and upon receipt of such written notice, the Tenant shall have ten (10) days to correct the animal's behavioral issue and/or pay for any damages to the Premises and/or Property. This 10-day period may be shortened or waived at BCHA's discretion if staff deems that the threat of harm to others requires more immediate attention. If the Tenant fails to correct the problem with the animal and/or pay for any damages caused to the Premises and/or Property within the ten (10) days of receiving notice from BCHA, staff may terminate the Tenant's occupancy rights upon three days' Notice to Quit. The Tenant further agrees to indemnify and hold BCHA harmless from any claim, loss, expense, cost, or damage, including reasonable attorneys' fees by reason of the animal being on the Property.

13. The Tenant agrees to continually clean up after the animal, which includes but is not limited to cleaning up the animal's waste on or near the Property. The Tenant expressly acknowledges that BCHA does not provide animal waste removal as part of its normal services, and that they are solely responsible for such waste removal. The Tenant further agrees to prevent the animal from causing damage to the Premises beyond normal wear and tear (as defined by the Tenant's Lease Agreement). If the Tenant fails to clean up after their animal, Tenant agrees to thoroughly clean up after the animal upon three (3) days' written notice in the form of a Demand for Compliance. If, after receiving notice pursuant to this paragraph, the Tenant fails to thoroughly clean up after their animal, BCHA may terminate Tenant's occupancy rights pursuant to that Demand for Compliance.

14. Tenant agrees to control flea infestation and other environmental problems caused by the animal and will be responsible for the cost of extermination/remediation, if necessary.

15. Tenant must ensure that animal is secured if/when owners are not at home.

16. Tenant agrees to hold BCHA harmless from all liability arising from the Tenant's ownership or keeping of the animal, including but not limited to, any liability resulting from BCHA notifying local policing authorities if it is found unsupervised. Tenant assumes all responsibility for their animal and is strictly liable for any and all amount of any injury to any person or property as a result of their animal or its actions. Tenant shall not hold BCHA liable for any costs of litigation and attorney's fees resulting from injury and is responsible for the entire amount of all damages caused by their animal as well as the any injury to individuals or property. Tenant is encouraged to privately obtain a Pet Liability Insurance Policy that can be added as a rider to most renter policies.

17. If Tenant fails to comply with any part of this Policy, BCHA reserves the right to revoke permission to keep the animal at the Property. In the event this occurs, the Tenant agrees to permanently remove the animal from the Property within 48 hours of receiving written notice from BCHA. Failure to comply shall be grounds for immediate termination of the Tenant's Residential Lease Agreement.

A Resident who keeps a pet, confined animal, assistance animal, or service animal without BCHA approval may risk lease termination.

If the Resident fails to comply with any part of this Policy, BCHA reserves the right to revoke permission to keep the animal at the Property. In the event this occurs, the Resident agrees to permanently remove the animal from the Property within 48 hours of receiving written notice from BCHA. Failure to comply shall be grounds for immediate termination of the Resident's Lease Agreement.

I, the Resident, accept financial responsibility for the entire amount of any damages or injury to persons or property that may occur because of my animal(s). I understand that violations of any of these rules may be grounds for removal of my animal(s) and/or termination of my tenancy.

## SIGNATURES

_____ Tenant, _____ Date	_____ Tenant, _____ Date
_____ Tenant, _____ Date	_____ Tenant, _____ Date

Boulder County, in accordance with the Fair Housing Act, prohibits discrimination in its programs and activities on the basis of race, color, age, religion, sex, sexual orientation, disability, familial status or national origin. Reasonable accommodations and modifications may be requested to ensure equal access by people with disabilities to its programs and activities.