

**ATTACHMENTS:**

If indicated by an (X) below, the PHA has provided Tenant with the following attachments and information:

- |                                 |   |
|---------------------------------|---|
| (x )Parts I & II of this Lease  | (x )Standard Maintenance Charges          |
| (x )Utility Allowance Schedule  | ( x)One Strike Policy                     |
| (x )Grievance Procedure         | (x )Protect Family From Lead in Your Home |
| (x )Federal Privacy Release Act | (x )Resident Rights & Responsibilities    |
| (x )Fire Safety Rules           | (x) Family Choice of Rental Payments      |
| (x )Rental Policy               | (x )Drug Free Public Housing              |
| (x )Gas Smell Brochure          | (x )Pet Policy                            |
| (x )Other                       |   |

Policies and charges may be periodically updated.

**STATEMENT ON RECEIPT OF INFORMATION**

I/We have received a copy of the above information including "Protect Your Family From Lead In Your Home". The above information has been thoroughly explained to me/us. I/We understand the possibility that lead-based paint may exist in the unit.

\_\_\_\_\_  
Tenant's Signature

\_\_\_\_\_  
Date

OFFICE ADDRESS: 947 Simmons Street, Tarboro, NC 27886  
MAILING ADDRESS: PO Box 1144, Tarboro, NC 27886  
OFFICE HOURS: 8:00 a.m. to 12 Noon and 1:00 p.m. to 4:30 p.m.  
Monday through Friday  
  
TELEPHONE NO: (252) 823-6339

**EMERGENCY MAINTENANCE TELEPHONE NUMBER**  
Monday through Friday before 8:00 A.M., and after 5:00 P.M.,  
Weekends and Holidays

CELL PHONE (252) 904 - 2300

**CALL 911 FOR FIRE, RESCUE, OR POLICE**

**ONE STRIKE AND YOU'RE OUT POLICY**  
**REDEVELOPMENT COMMISSION OF THE TOWN OF TARBORO**

**A. PURPOSE**

It is the policy of the Redevelopment Commission (Housing Authority) that all residents shall enjoy decent, safe, and sanitary living conditions.

**B. AUTHORITY**

Drug-related criminal activity, other criminal activity, and alcohol abuse in public housing and assisted housing communities increase resident fear and decrease unit marketability. Therefore, the Housing Authority will not tolerate such behavior from its applicants or residents.

**C. DEFINITIONS**

Drug-related criminal activity is defined as the illegal manufacture, sale, distribution, use, or possession with intent to manufacture, sell, distribute, or use of a controlled substance.

**D. PROCEDURES FOR APPLICANTS**

1. The Housing Authority shall screen out and deny admission to any applicant whereby either the applicant or authorized occupants proposed by applicants:
  - a. has a recent history of criminal activity involving crimes to persons and/or other criminal acts that affect the health, safety, or right to peaceful enjoyment of the premises by other residents;
  - b. was evicted from assisted housing within three years of the projected date of admission because of drug-related criminal activity. This requirement may be waived if:
    - (1) the person demonstrates successful completion of a rehabilitation program approved by the Housing Authority; or,
    - (2) the circumstances leading to the eviction no longer exist. For example, the individual involved in drugs is no longer in the household because the person is incarcerated;
  - c. the Housing Authority has determined the applicant to be illegally using a controlled substance;
  - d. the Housing Authority has determined the applicant to be abusing alcohol in a way that may interfere with the health, safety, or right to peaceful enjoyment of the premises by other residents;
  - e. the Housing Authority has determined that there is a reasonable cause to believe the applicant's pattern of illegal use of a controlled substance or pattern of abuse of

alcohol may interfere with the health, safety, or right to peaceful enjoyment of the premises by other residents.

2. The Housing Authority may waive policies prohibiting admission in these circumstances if, the applicant demonstrates to the Housing Authority's satisfaction that the applicant is no longer engaging in illegal use of a controlled substance or abuse of alcohol, and;
  - a. the applicant has successfully completed a supervised drug or alcohol rehabilitation program; or,
  - b. the applicant has otherwise been rehabilitated successfully.

#### E. PROCEDURES FOR RESIDENTS

1. The Housing Authority shall terminate the tenancy/rental assistance of any resident who:
  - a. the Housing Authority has determined is illegally using a controlled substance; or,
  - b. the Housing Authority has determined that the resident's abuse of alcohol interferes with the health, safety, or right to peaceful enjoyment of the premises by other residents; or,
  - c. the Housing Authority has determined to be engaging in drug-related criminal activity, either on or off the premises; or,
  - d. engages in any criminal activity that threatens the health, safety or right to peaceful enjoyment of the premises by other residents.

#### F. PROCEDURES FOR HOUSING AUTHORITY

1. The Housing Authority shall track crime-related problems at its developments and report any incidents to the local police authorities in order to improve law enforcement and crime prevention.
2. The Housing Authority will forward any resident complaints received concerning crime-related problems to the local police authorities.
3. The Housing Authority will review police reports and newspaper articles concerning crime-related problems with its residents, and bring such problems to the attention of local police authorities.
4. The Housing Authority shall document its progress toward meeting its goals under the implementation plan for any drug prevention or crime reduction program funded by the Department of Housing and Urban Development and being administered by the Housing Authority.

**PET POLICY**  
**REDEVELOPMENT COMMISSION OF THE TOWN OF TARBORO**

**INTRODUCTION**

This section explains the policies of the Redevelopment Commission of the Town of Tarboro pertaining to pets in public housing units. Our Pet Policy provides that a public housing resident may own a common household pet if the resident maintains the pet responsibly, in accordance with applicable State and local public health, animal control and animal anti-cruelty laws and regulations, and in accordance with the policies established by the Redevelopment Commission.

**EXCLUSIONS**

This policy does not apply to animals that assist, support or provide service to persons with disabilities. This exclusion applies to such animals that reside in public housing and such animals that visit these developments. Service animals are allowed in all public housing facilities with no restrictions other than those imposed on all tenants to maintain their units and associated facilities in a decent, safe, and sanitary manner and to refrain from disturbing their neighbors.

To be excluded from the Pet Policy, the owner of a service animal that resides in a public housing unit must register the service animal with the Redevelopment Commission before it is brought onto the premises and certify that there is a person with disabilities in the household; that the animal has been trained to assist with the specified disability; and that the animal actually assists the person with the disability.

**PETS IN PUBLIC HOUSING**

The Redevelopment Commission of the Town of Tarboro allows for pet ownership in its developments with the written pre-approval of the Redevelopment Commission. In exchange for this right, the resident assumes full responsibility and liability for the pet and agrees to hold the Redevelopment Commission of the Town of Tarboro harmless from any claims caused by an action or inaction of the pet.

Any/all pets must be registered with the Redevelopment Commission before they are brought onto the premises. Residents are responsible for the care and cleanliness of their pets and any damages caused by their pets, including the cost of fumigating or cleaning their unit.

Any resident who has a pet without reporting to the office and obtaining written

approval and registering said pet shall be in violation of this Pet Policy as well as their dwelling lease and shall be subject to eviction.

### APPROVAL

Before moving a pet into their unit, residents must have prior written approval of the Redevelopment Commission. Residents must register their pet and request approval on the Authorization for Pet Ownership form available at the Commission Office. The resident must fully complete the approval and registration form and provide a certificate signed by a licensed veterinarian or State/local authority that the pet has received all inoculations required by State or local law; that the pet has no communicable disease; is pest-free; and has been spayed and neutered. Pet owners must provide a current license and/or ID# for the pet in compliance with local ordinances and requirements. Residents must provide a picture of the pet so it can be identified if it is running loose.

Any changes to the information provided on the approval form should be reported immediately. The registration and approval form, along with all required certifications, must be renewed each year and will be coordinated with the annual re-certification date.

The Redevelopment Commission will refuse to register a pet or renew the annual registration of a pet if the pet owner does not comply with all requirements of the Pet Policy in effect at that time.

The Redevelopment Commission will also refuse to register a pet if it is reasonably determined that the pet owner is unable to keep the pet in compliance with the pet rules and other lease obligations. The pet's temperament and behavior may be considered as a factor in determining the pet owner's ability to comply with provisions of the lease.

If the Redevelopment Commission refuses to register a pet, a written notification will be sent to the pet owner stating the reason for denial and shall be served in accordance with HUD Notice requirements. The notice of refusal may be combined with a notice of a pet violation.

### TYPES AND NUMBER OF PETS

The Redevelopment Commission of the Town of Tarboro will allow only common household pets. This means only a domesticated animal such as a dog, cat, bird, rodent, fish in an aquarium or a turtle will be in units. Common household pets do not include reptiles (except turtles). The only rodent allowed is a rabbit, guinea pig, hamster, or gerbil. Any animals deemed to be potentially harmful to the health or safety of others,

including attack or fight-trained dogs, will not be allowed. Any type of animal that has been classified as dangerous under applicable State and local law is strictly prohibited. If these definitions conflict with a state or local law or regulation, the state or local law or regulation shall govern.

Only one (1) pet per unit will be allowed with the following exceptions:

- (1) Maximum of two (2) birds that must be enclosed in an acceptable cage at all times.
- (2) Maximum 5-gallon fish aquarium that must be maintained on approved stand.
- (3) Maximum of two (2) rodents that must be enclosed in an acceptable cage at all times.
- (4) Maximum of two (2) turtles that must be enclosed in an acceptable cage at all times.

All dogs and cats must be spayed or neutered before they become six months old. A licensed veterinarian must verify this fact.

No animals may exceed twenty-five (25) pounds in weight projected to full adult size.

### INOCULATIONS

In order to be registered, pets must be appropriately inoculated against rabies, distemper and other conditions prescribed by state and/or local ordinances. They must comply with all other state and local public health, animal control, and anti-cruelty laws including any licensing requirements. A certification signed by a licensed veterinarian or state or local official shall be annually filed with the Redevelopment Commission of the Town of Tarboro to attest to the inoculations.

### PET DEPOSIT

A non-refundable Pet Fee of \$125 is required to be paid in full at the time of registering a pet. An additional \$225 Pet Security Deposit is required before the pet moves in. The Pet Deposit may be paid in increments of not less than \$75 per month for each succeeding month until the sum required is paid. This Pet Deposit is refundable when the pet or the family vacates the unit, less any amounts owed due to damages incurred that are directly related to said pet. The Redevelopment Commission reserves the right to change the required Pet Fee or Pet Security Deposit by amendments to these rules.

### FINANCIAL OBLIGATION OF RESIDENTS

Pet owner will be responsible for all cleanups anywhere on the grounds or in the buildings. A \$25.00 fee for each cleanup performed by the Redevelopment Commission staff will be charged to the property owner, if the pet owner cannot be contacted, is unable or refuses to cleanup after his pet.

Any resident who owns or keeps a pet in their dwelling unit will be required to pay for the cost of repairs and replacements to the dwelling unit or any damages caused by the pet, including all reasonable expenses incurred by the Redevelopment Commission as a result of damages directly attributable to the presence of the pet. Also, fumigation of the unit and any pet-related insect infestation in the owner's unit will be the financial responsibility of the pet owner and the Redevelopment Commission of the Town of Tarboro reserves the right to fumigate or exterminate and charge the resident. If the tenant is in occupancy, the tenant shall be billed for such costs as a current charge. If such expenses occur as the result of a move-out inspection, they will be deducted from the pet deposit and the resident will be billed for any amount, which exceeds the pet deposit. The pet deposit will be refunded when the resident moves out or no longer have a pet on the premises, whichever occurs first.

### NUISANCE OR THREAT TO HEALTH OR SAFETY

The pet and its living quarters must be maintained in a manner to prevent odors and any other unsanitary conditions in the owner's unit and surrounding areas.

Pet owners must agree to control the behavior of their pets so that such behavior does not constitute a nuisance to other residents or interrupt their peaceful enjoyment of their housing unit or premises. This includes, but it not limited to, loud or continuous barking, howling, whining, biting, scratching, chirping, or other such activities.

Repeating substantiated complaints by neighbors or Redevelopment Commission personnel regarding pets disturbing the peace of neighbors through noise, odor, animal waste, or other nuisance may result in the owner having to remove the pet or move him/herself.

Pets who make noise continuously and/or incessantly for a period of 10 minutes, intermittently for one half hour, or more to the disturbance of any person at any time of day or night shall be considered a nuisance.



### DESIGNATION OF PET AREAS

Pets must be kept in the pet owner's unit. When outside the unit, pet must be kept on a leash or carried and under the control of the resident or other responsible individual at all times. No outdoor cages may be constructed and pet owners shall not alter their units, patio, premises or common areas on the grounds of the property if the Redevelopment Commission designates a pet area for the particular site.

The pet owner shall take adequate precautions to eliminate any pet odors within or around the unit and to maintain the unit in a sanitary condition at all times. Pet owners must clean up after their pets and are responsible for disposing of pet waste. Pet waste left on the housing grounds will not be tolerated. All pet waste or litter from litter boxes shall be picked up immediately by the pet owner, disposed of in sealed plastic trash bags, and placed in a trash bin. Litter boxes must be waterproof and stored inside the resident's dwelling unit.

With the exception of assistive animals, no pets shall be allowed in common areas including community rooms, community room kitchens, laundry areas, public bathrooms, lobbies, hallways or offices in any of our sites.

To accommodate residents who have medically certified allergic or phobic reactions to dogs, cats, or other pets, those pets may be barred from certain areas in our developments/buildings. This shall be implemented based on demand for this service.

### MISCELLANEOUS RULES

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.

Pet bedding shall not be washed in any common laundry facilities.

All pet owners shall be responsible for adequate care, nutrition, exercise and medical attention for his/her pet. Residents must take appropriate actions to protect their pets from fleas and ticks.

Residents/pet owners must recognize that other residents may have chemical sensitivities or allergies to pets, or may be easily frightened or disoriented by animals. Pet owners must agree to exercise courtesy with respect to other residents.

All dogs must wear a tag bearing the resident's name and phone number and the date of the latest rabies inoculation.

Pets cannot be kept, bred or used for any commercial purpose.

The Pet Owner will be responsible for removing any and all pet waste at the time of occurrence. All pet waste and cat litter shall be disposed of in sealed trash bags and placed in a trash bin. Refuse from litter boxes shall not accumulate or become unsightly or unsanitary.

A pet owner shall physically control or confine his/her pet during the times when Redevelopment Commission employees, agents of the Redevelopment Commission or others must enter the pet owner's apartment to conduct business, provide services, enforce lease terms, etc.

The Redevelopment Commission's grievance procedures shall be applicable to all individual grievances or disputes arising out of violations or alleged violations or this policy.

### **VISITING PETS**

Pets that meet the size and type criteria outlined in these policies may visit the projects/buildings where pets are allowed for up to fourteen days with Redevelopment Commission approval and upon demonstration, prior to entry, of updated proof of immunization. Tenants who have visiting pets must abide by the conditions of this policy regarding health, sanitation, nuisances, and peaceful enjoyment of others. If visiting pets violate this policy or cause the tenant to violate the lease, the tenant will be required to remove the visiting pet.

### **REMOVAL OF PETS**

If a determination is made on objective facts supported by written statements; that a resident/pet owner has violated the Pet Policy, written notice will be served. The Notice will contain a brief statement of the pet rule(s) that were violated. The Notice will also state that:

- (1) The resident/pet owner has five (5) days from the date of service of notice to correct the violation, to remove the pet or to make a written request for a meeting to discuss the violations;
- (2) The resident/pet owner is entitled to be accompanied by another person of his or her choice at the meeting; and
- (3) The resident/pet owner's failure to correct the violation, remove the pet, request a meeting, or appear at a requested meeting may result in initiation of procedures to terminate the pet owner's tenancy.

If the resident/pet owner and the Redevelopment Commission are unable to resolve the violation at the meeting or the pet owner fails to correct the violation in the period allotted by the Commission, the Redevelopment Commission may serve written notice that failure to remove the pet within five (5) days of the notice is sufficient to begin procedures to terminate tenancy under terms of the lease.

If a pet causes harm to any person, the pet's owner shall be required to permanently remove the pet from the Redevelopment Commission's property within 24 hours of written notice from the Redevelopment Commission. The pet owner may also be subject to termination of his/her dwelling lease.

The Redevelopment Commission, or an appropriate community authority, shall require the removal of any pet from a project if the pet's conduct or condition is determined to be a nuisance or threat to the health or safety of other occupants of the project or of other persons in the community where the project is located.

Pets (excluding fish) may not be left unattended in a dwelling unit for over eight (8) hours. If the pet is left unattended and no arrangements have been made for its care, the Redevelopment Commission will have the right to enter the premises and take the uncared for pet to be boarded at a local animal care facility at the total expense of the resident.

In the event of illness or death of pet owner, or in the case of an emergency which would prevent the pet owner from properly caring for the pet, the Redevelopment Commission of the Town of Tarboro has permission to call the emergency caregiver designated by the resident or the local Pet Law Enforcement Agency to take the pet and care for it until family or friends would claim the pet and assume responsibility for it. Any expenses incurred will be the responsibility of the pet owner.

The Redevelopment Commission will take all necessary steps to insure that pets in violation of local ordinances or 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 entity authorized to remove such animals.

**REDEVELOPMENT COMMISSION  
OF THE TOWN OF TARBORO**

**Authorization for Pet Ownership Form**

(Please fill out a form for each pet)

Pet Owner's Name: \_\_\_\_\_

Pet Owner's Address: \_\_\_\_\_

Home Telephone: \_\_\_\_\_ Work Telephone: \_\_\_\_\_

Pet's Name: \_\_\_\_\_

Type or Breed: \_\_\_\_\_

Spayed or Neutered? \_\_\_\_\_

License or ID Number: \_\_\_\_\_

Veterinarian Utilized: \_\_\_\_\_

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

Emergency Caregiver for the Pet: \_\_\_\_\_

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

Back-up Emergency Caregiver for the Pet: \_\_\_\_\_

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

**I have read and understand the rules governing pets and I and all members of my household promise to fully comply.**

Signature of Pet Owner: \_\_\_\_\_ Date: \_\_\_\_\_

Approved By: \_\_\_\_\_ Date: \_\_\_\_\_

Please attach to this form the following: Picture of the Pet  
All Required Certifications and Documentations