

MODEL LEASE CLAUSE

Use Clause to Enforce Pet Policy

This Model Lease Clause is based in part on one used by Cheryl McMillon, a 25-year veteran of affordable housing management, at her Texas site. The clause lets owners or managers enforce a site's pet policy regarding unauthorized pets. It requires residents to obtain management's authorization to keep pets (par. a); requires residents with unauthorized pets to immediately seek management's consent and sign a pet agreement if consent is given (par. b); requires residents to immediately pay any pet deposit or pet fees that are owing (par. c); and says that management retains all other rights or remedies available under the lease and pet agreement, including eviction, if it does not permit the unauthorized pet to remain at the site and the resident keeps the pet (par. d). Consult your attorney before using this clause at your tax credit site.

UNAUTHORIZED PETS

- a. **Authorization of pet required.** No animals, birds, fish, or pets of any kind shall be permitted at the Site at any time without the express, written authorization of the Owner, which shall be documented in a separate Pet Agreement to be signed by Resident.
- b. **Unauthorized pets discovered.** If an unauthorized pet is discovered at the Site, Resident shall immediately seek the authorization of Management for the pet and, if Management authorizes the pet, sign the aforementioned Pet Agreement.
- c. **Payment of pet fees and deposits if unauthorized pet discovered.** If an unauthorized pet is discovered at the Site and Resident has subsequently received the consent of Management to keep the pet and has signed a Pet Agreement, Resident shall be responsible for the immediate payment to Owner of any and all pet fees and deposits normally due to Owner pursuant to Owner's rules and regulations regarding pets.

For the purpose of assessing the amount of said fees and deposits, Resident agrees that such amounts shall be calculated as though the unauthorized pet was present on the Premises at the Site on the first day of Resident's lease term and shall take the form of additional rent to be added to Resident's next scheduled rent payment.

- d. **Owner's retention of rights.** In addition, Owner shall retain all rights or remedies available under the Lease and Pet Agreement, including eviction, should it refuse to allow the unauthorized pet to remain at the Site and Resident keeps the pet.