

REVISED 10/1/04-PET GUIDELINES/ELDERLY

PET GUIDELINES FOR RESPONSIBLE COMPANION PET OWNERSHIP FOR CH. 667 ELDERLY/HANDICAPPED IN STATE-AIDED HOUSING

These are policy guidelines for housing managers to assist them in meeting the needs of pets, pet owning tenants, non-pet owning tenants, and management responsibilities in the pursuit of health, happiness and peaceful co-existence in a community atmosphere.

These pet guidelines should be used, not abused, by all the participants in each facility. Changes and exceptions may be made by individual managers with DHCD approval. Hopefully, these exceptions will be to the benefit of all concerned. A clear understanding of the expectations and responsibilities of pet owners and management will ensure the successful introduction of companion animals into elderly public housing.

Any application for pet ownership submitted to a local housing authority must be presented to the Board and act upon within sixty days.

APPEAL PROCESS FOR DENIAL OF WAIVER

When the LHA denies the application it shall notify the tenant or prospective tenant in writing of: the reasons for denial; the right to and procedures for appeal within 14 days to the Department; and the information and documentation required to be submitted with the appeal. (See 760 CMR 6.07, Section 3)

The department has established a procedure whereby the Director of the Bureau of Housing Management, will review the request and render a decision within 21 working days to uphold or overturn the denial of waiver. Resident/applicant and the LHA will be notified immediately of the decision of this office.

GUIDELINES

1. Any resident who is interested in owning and/or maintaining a common household pet in his/her unit will inform Management, in writing **prior** to housing a pet on the Authority's property. Management reserves the right to check references for previous pet ownership. If management feels a pet is inappropriate, management will inform resident. Permission for a specific pet will not be unreasonably withheld. To obtain approval, a resident must first submit an "Application for Pet Waiver" at the local management office, which will include among other things, information concerning the size and type of pet intended for ownership by the resident. The manager will provide the resident with a copy of the Authority's Pet Policy and will review all of the rules and regulations listed therein with the resident. Upon reviewing these requirements, the resident will be requested to sign the Pet Rider and agree to abide by all the rules listed in the Pet Policy and those city/town ordinances applicable to the ownership and care of a pet.

2. A companion animal will be defined as a common household pet such as a dog, cat, bird, or fish. Exotic animals such as reptiles, (iguanas, ferrets, snake, etc) and birds of prey are not household pets. Pets, other than cats and dogs, shall have suitable housing, e.g. cages or aquariums.
3. There will be no more than one cat or dog or caged mammal per apartment. A maximum of two birds may be permitted and in the case of fish, no more than one aquarium with a 20 gallon capacity shall be allowed.
4. The mature size of all dogs is limited to a weight not to exceed 25 pounds. The size of a dog is not directly related to its desirability as a resident. Each animal shall be taken into consideration for its individual merit, based upon the facilities available.
5. Dogs of vicious or aggressive disposition will not be permitted. Due to age and behavioral activities of puppies and kittens, applications for ownership of such young animals shall be more closely reviewed prior to approval.
6. All female dogs over the age of six months and all female cats over the age of six months must be spayed. All male dogs over the age of six months and all male cats over the age of six months must be neutered. If health problems prevent such spaying or neutering, a veterinarian's certificate will be necessary to allow the pet to become a resident of the development and the exception will be at the Board's discretion.
7. Management reserves the right to require dog owners to relocate to a comparable unit on the ground floor of their building based upon written complaints concerning: 1) the behavior of the dog in the elevator or hallways; or 2) the documented medical conditions of residents affected by the presence of the dog.
8. RESIDENTS ARE EXPRESSLY PROHIBITED FROM FEEDING OR HARBORING STRAY ANIMALS. THE FEEDING OR HARBORING OF A STRAY ANIMAL SHALL CONSTITUTE HAVING A PET WITHOUT THE APPROVAL OF THE AUTHORITY.

RESIDENT OBLIGATIONS

1. The pet owner will be responsible for proper pet care-good nutrition, grooming, exercise, flea control, routine veterinary care and yearly inoculations. Dogs and cats must wear identification tags and collar when outside unit.
2. The pet owner is responsible for cleaning up after pet inside apartment and anywhere on development property. A "pooper scooper" and disposable plastic bags should be carried by owner. All wastes will be bagged and disposed of in a receptacle determined by management. Toilets are not designed to handle pet litter. Under no circumstances should nay pet debris be deposited in a toilet as blockages will occur. Tenants will be responsible for the cost of repairs or replacements of any damaged toilets or pipes.
3. Pet blankets and bedding are not to be cleaned or washed in the laundry room for hygienic reasons.

4. The pet owner will keep the unit and its patio, if any, clean and free of pet odors, insect infestation, waste and litter and maintain the unit in a sanitary condition at all times.
5. The pet owner will restrain and prevent pet from gnawing, chewing, scratching or otherwise defacing doors, walls, windows and floor coverings of the unit, other units and common areas, as well as shrubs and landscaping of the facility.
6. Pets are not to be tied outside or left unattended on a patio or porch.
7. Residents will not alter their unit, patio, or other area to create an enclosure for an animal.
8. Pets will be restrained at all times, when outside apartment on development property. No pet shall be loose in hallways, elevators, community rooms, dining rooms or other common areas. All pet owners must be able to control their pets via leash, pet carrier or cage.
9. Pets will not be allowed to disturb the health, safety, rights, comfort or quiet enjoyment of other residents. A pet will not create a nuisance to neighbors with excessive barking, whining, chirping, or other unruly behavior.
10. Resident pet owners must provide litter boxes for cat waste which must be kept in the owner's unit. Litter boxes shall be kept clean and odor free.
11. Pet owners will agree to quarterly apartment inspections to be sure pets and units are being cared for properly. These inspections may be reduced or increased in time periods at the manager's discretion. Pet owners further agree to apartment inspections when, in the opinion of the Authority, there is a reasonable basis to believe that pets and/or units are not being cared for properly or that undue damage to the apartment has been done by a pet.
12. If the pets are left unattended for a period of twenty-four hours or more, The Billerica Housing Authority may enter the dwelling unit, remove the pet and transfer it to the proper agency, subject to the provisions of the state law and pertinent local ordinances.
13. Animals that are used to assist the handicapped are excluded from the pet ownership requirements.
14. The resident is responsible for providing management with the following information and documents which are to be on file in the tenant's folder:
 - a) a color photo and identifying description of the pet;
 - b) attending veterinarian's name, address and telephone number;
 - c) veterinary certificates of spaying or neutering, rabies, distemper combination, parvovirus, feline VRC, feline leukemia testing and other inoculations, when applicable;
 - d) dog licensing certificates in accordance with local and state law;
 - e) two(2) alternate caretakers, their names, addresses and telephone numbers, who will assume immediate responsibility for the care of the pet should the owner become incapacitated; these caretakers must be verified in writing by signing the Lease Pet Rider, acknowledging their responsibilities as specified;
 - f) emergency boarding accommodations;

Each pet owner resident is responsible for notifying the Authority, in writing, of any change in the information initially provided in the "Application for Pet Waiver" and the verifying documentation submitted to the Authority as a condition of its approval. In particular, resident must submit to the Authority on an annual basis written verification of compliance with all applicable spaying, neutering, inoculation and registration requirement.

MANAGEMENT RESPONSIBILITIES

1. Establishment of a Pet Committee consisting of pet owners, non-pet owners, local interested humane groups and veterinarians, their staff, and volunteers who have knowledge of animal issues, for in-house pet ownership management. Exemptions will be made regarding the number of members of the pet committee on an individual basis to be approved by DHCD. The exemption will be a member from a Humane Society or the local animal control officer.
2. Disposal of pet waste and kitty litter must be bagged and tied, put in dumpster.
3. The Authority shall post the rules and regulations of pet ownership, maintenance and enforcement, in a fair and just manner. The management office of each housing development shall inform all registered pet owners of any changes in such rules and regulations as approved by DHCD.
4. Proper record keeping of: owner's and pets' pertinent information, pet participation fee, deposits, apartment inspections, investigation of complaints, and issuing of warning, billing for damages, scheduling for repairs, etc.
5. Declawing of cats can not be required by management. As the pet owner is fully liable for all destruction to property, management should not anticipate the possibility of damage and request this very painful procedure.
6. All written complaints shall be referred to the Pet Committee for resolution. These complaints will be in writing and left by the complainant in an area designated by the LHA and Pet Committee. Management will also inform the resident of any other rule infractions and will duly notify the Pet Committee for attempted resolution.
7. Upon second request of a written legitimate complaint from the Pet Committee to the resident, the resident shall be advised that a further notice shall be cause for termination of the pet rider provisions; except that in the case of a serious problem, e.g. a vicious dog, this procedure may be shortened in the interest of public safety.

PET PARTICIPATION FEE

1. A pet deposit of \$160.00 or one month's rent, whichever is less, is required of each pet owner. This amount may be payable over a reasonable time period determined by the Executive Director. The Authority cannot require a tenant to pay all of the deposit before bringing in a pet. This payment will be implemented as a security deposit.
2. The deposit will be refunded at the time the resident vacates or no longer has ownership of the pet, provided that no-pet related damage has been done to the property. Sums necessary to repair such damage will be deducted from the deposit.

3. A fee, in graduating amounts, not to exceed \$10.00, shall be collected from pet owners failing to clean up after their animals.

LIABILITY OF PET OWNER FOR DAMAGE OR INJURY

1. Repairing or replacing damaged areas of the exterior, interior, doors, walls, floor coverings and fixtures in the unit, common areas, or other areas damaged by tenant's pet.
2. Cleaning, deodorizing and sanitizing carpeting and other floor coverings in the unit as necessitated by presence of pet.
3. Charges for damage will include materials and labor. Payment plans will be negotiated between management and the pet owner. Disputes concerning amount of damages are subject to the grievance procedures provided for in DHCD regulations.
4. LHA's may require pet owners to secure renters insurance which includes personal liability and indemnify the LHA against pet-related litigation or attorney's fees as a condition of pet ownership.

PET COMMITTEE

1. Each housing facility shall establish a Pet Committee that is responsible for resolving complaints which may arise at each development. The Committee should consist of pet owning tenants, non pet-owning tenants, local interested humane groups, veterinarians, their staff and volunteers who have knowledge of animal issues. A community volunteer shall not be affiliated with the local housing authority other than as member of the Pet Committee. Nor shall a community volunteer be a member of the immediate family of a person who is affiliated with the local housing authority. The number of individuals should be uneven, three or five, to allow for a majority Rule in the event of a vote decision. Exemptions will be made regarding the number Of members of the pet committee to be approved by DHCD. The individual must Be a member of a Humane Society or the local animal control officer.
2. A tenant resident, who applies for a waiver through the appeal process to the Department, is responsible for establishing a Pet Committee if one is not already in place at the Authority.
3. The purpose of the committee is to alleviate the housing manager's involvement with tenants' questions and complaints concerning companion animals. The committee should also monitor how the ownership of pets affects the quality of life for both pet-owning tenants and non-pet owning tenants and report any recommendations to management.
4. The committee could assist tenants with the following:

veterinary care—discounts for seniors and pets, low-cost spaying and neutering
pet behavior consultants for obedience problems
local humane societies that would assist with any problems arising in the facility
information on proper pet care and responsible pet ownership
will notify management of any unresolved complaints

RESOLUTION OF COMPLAINTS

1. The Pet Committee will be responsible for resolving complaints which may arise at each development. The committee will be the first line of complaint receipt as well as complaint resolution. Written complaints will be made to the pet committee which will approach the pet owner about such complaints and attempt to reach a resolution with the pet owner.

The pet committee shall work in locating and using resources to help tenants and Management in the solution of pet problems.

PET GRIEVANCE PANEL

Should the Pet Committee be unable to resolve a complaint, the complainant will request a hearing within 10 days of the Pet Grievance Panel.

1. The Pet Grievance Panel, which will consist of a representative of management, a representative of the Pet Committee other than the pet owner in question, drawn by lot, DHCD Pet Ombudsman, and a representative of the Massachusetts Society for the Prevention of Cruelty to Animals may require that a pet be permanently removed if the violation of the Pet Policy is a serious violation, one which causes harm to tenants, significant damage to property, or creates a health or safety hazard.
2. The DHCD Pet Ombudsman will arrange meetings of the Pet Grievance Panel for hearings to appeal the decision of the Pet Committee. The Pet Grievance Panel will hear appeals of decisions regarding pets only if the person requesting the hearing agrees to the following conditions:

The jurisdiction of the Grievance Panel as stated in lease rider.

The Pet Grievance Panel can require permanent removal of a pet, after notice and hearing, and can further determine if the resident may replace the pet with another pet.

Non-compliance with the decision of the Pet Grievance Panel is sufficient cause for termination of the resident's dwelling lease with the housing authority.

PROTECTION OF PET

1. Identification cards, carried in purse or wallet, naming veterinarian and caretaker should be with the pet owner at all times. In the event of a sudden illness or accident, attending authorities would notify management to assist the pet and avoid a delay in proper care of the animal.
2. No pet is to remain unattended, without proper care, for more than 24 hours, except in the case of a dog which shall be no more than 12 hours.
3. If the health or safety of a companion animal is threatened by incapacity or death of the owner, the Pet Committee and/or management will contact the caretakers designated by resident.

REMOVAL OF PET

1. If caretakers are unable or unwilling to assume responsibility for the pet and resident is unable to locate alternate, management may enter the premises, remove the pet, and arrange for pet care for no less ten days to protect the pet. Funds for such care will come from the resident's pet deposit. The management may contact the Massachusetts Society for the Prevention of Cruelty to Animals or other suitable humane society for assistance in providing alternate arrangements for the care of the pet if the caretaker can not be located.
2. Termination of Lease proceedings may be instituted if the pet owner is in violation of these guidelines which the pet owner has agreed to abide by in signing the pet rider attached to the lease. Termination of Lease proceedings may also be instituted if the pet owner has been warned three times by the Pet Committee.

AMENDMENTS TO GUIDELINES

These Guidelines may be amended from time to time with the agreement of DHCD, MSPCA and NAHRO

The tenant is responsible for providing management with the following information and documents which are to be kept in the Tenant's folder:

A color photo and identifying description of the pet certification from veterinarian or dog officer of anticipated mature size (not to exceed 40 lbs.) attending veterinarian's name, address, and telephone number.

Veterinary certificates of spaying or neutering, rabies, distemper, parvovirus, feline leukemia, and other inoculations when applicable.

Evidence of proper dog license certificates in accordance with local and state laws.

Two (2) alternate caretakers, their names, addresses and telephone numbers (who do not currently reside in the home) who will assume immediate responsibility for the care of the pet should the owner become incapacitated. These caretakers must be verified in writing by signing the Lease Pet Rider, acknowledging their responsibilities as specified for emergency board accommodations.

- () Temporary ownership (overnight or short-term) shall be registered with management under the pet rules and regulations.
- () Name of adult ultimately responsible for the pet.
- () Liability insurance policy
- () Pet deposit of \$160.00

Only one (1) pet allowed. See original letter regarding pets.

The tenant is responsible for keeping management informed of any change of information.

BILLERICA HOUSING AUTHORITY

PET APPLICANT FORM

Name: _____

Address: _____

Description of the new pet (dog, cat, age, etc...: _____

Description of current pet (type, age, weight, etc....: _____

Previous ownership experience: _____

Current Veterinarian Name and address: _____

Name of 2 alternate caretakers (not residing at the development) who will assume immediate responsibility needed:

1. _____

2. _____

Reasons to want to have a pet at this time: _____

I hereby agree to abide to all pet rules and regulations as directed by the authority.

Tenant Signature: _____

Date: _____

Status: Approved: _____

Denied: _____

by: _____

Date: _____

You have the right to appeal within 14 days of the denial to:

EOCD

100 CAMBRIDGE STREEET, 17TH FLOOR

BOSTON, MA 02202

Name of Pet (if any): _____ Type of Pet: _____

This pet rider to the lease between _____ and _____
(Tenant) (LHA) is made a part

of the lease entered between parties on: _____

(Date)

1. The tenant has read and agreed to the Pet Policy and agrees to comply with said policy.
2. The tenant will keep his/her pet in a responsible manner and provide proper care.
3. In the space provided below are names, addresses and telephone numbers of two pet caretakers who by signing this form agree to assume responsibility for the care of tenant's pet in the event tenant becomes unable to care for the pet.

PET CARETAKER #1

Name: _____

Address: _____

Phone #: _____

Signature: _____

PET CARETAKER #2

Name: _____

Address: _____

Phone #: _____

Signature: _____

The following is the name, address, and telephone number of the pet's veterinarian:

VETERINARIAN:

Name: _____

Address: _____

Phone #: _____

4. If tenant is unable to provide the name of a current caretaker, he/she will provide details of other arrangements which have been made for the proper care of the pet.
5. The pet owner agrees to abide by each rule enumerated in the Pet Policy, attached hereto, which are incorporated herein by reference, and further agrees to abide by any decision of the Pet Grievance Panel should a complaint arise.
6. Materiel non-compliance with a decision of the Pet Grievance Panel shall be sufficient cause for termination for the lease of which this rider form part. A hearing and decision by the Pet Grievance Panel shall satisfy the hearing requirement in the event that lease termination is sought for a consequence of tenant's non-compliance with such decision.
7. Tenant agrees to update the names of caretakers and the Veterinarian in the event they change.

(Tenant)

(Date)

(Housing Authority)

(Date)