

**BILLERICA HOUSING AUTHORITY****PET POLICY FOR RESPONSIBLE COMPANION ANIMAL OWNERSHIP FOR CH. 667  
ELDERLY/HANDICAPPED IN STATE-AIDED PUBLIC HOUSING**

The LHA shall attach an Application for Pet Waiver to every lease for a unit in elderly/handicapped housing. Each tenant or prospective tenant who seeks to keep a pet shall fill out the application and submit it to the LHA for approval. If a tenant does not own a pet at the time of application, he or she may ask for conditional approval of an application and the LHA may approve the application conditioned upon his or her subsequent satisfaction of stated conditions. Any Application for Pet Waiver submitted to a LHA should be presented to the Board or its designee and acted upon within thirty days. Upon approval of an application by the LHA, the tenant shall sign a pet rider to the lease, and prior to keeping the pet, the tenant shall post the requisite security deposit with the LHA.

If the LHA denies an Application for Pet Waiver, 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 DHCD, and the information and documentation required to be submitted with an appeal. If an appeal is made, the LHA shall be given a copy of all the papers submitted to DHCD and may file a response with DHCD within 14 days after the LHA's receipt of the papers.

Upon the appeal to DHCD, the tenant shall send DHCD a copy of the information and documents set out in Tenant Obligation #13 together with an agreement to post a security deposit of one hundred sixty dollars or one month's rent (whichever is less). The material shall be sent to Pet Appeals, Bureau of Housing Management, Department of Housing and Community Development, 100 Cambridge Street, Suite 300, Boston, MA 02114.

The Director of the Bureau of Housing Management, or designee, will review the appeal and render a decision within 21 working days after receipt of all necessary documentation from the tenant and expiration of the time for a response by the LHA (or receipt of such a response). Tenant and the LHA will be notified by mail of the decision.

**GENERAL REQUIREMENTS**

1. Any tenant in elderly/handicapped (c.667) housing who desires to keep a pet in the tenant's unit shall submit a fully completed Application for Pet Waiver to LHA management, in writing, prior to keeping a pet in the unit or elsewhere on the LHA's property. Management may then secure references about previous pet ownership by tenants. If management finds that under the relevant circumstances a particular pet should not be kept, management will inform tenant in writing as herein provided. Permission for keeping a pet will not be unreasonably withheld by management. If the application is approved, management will provide the tenant with a copy of the LHA's Pet Policy and will review all of the rules and regulations listed therein with the tenant. Upon reviewing these rules and regulations, the tenant must sign the Pet Rider and agree to abide by the Authority's Pet

Policy and all laws, rules and regulations and municipal ordinances applicable to the ownership and care of a pet.

2. A pet may be referred to as a companion animal. A pet may be an animal commonly kept as a household pet such as a dog, cat, bird, guinea pig, gerbil, hamster, rabbit, or fish. Reptiles (iguanas, snakes, etc.) and birds of prey are not household pets. Pets, other than cats and dogs, shall be suitably confined in cages or aquariums.
3. There will be no more than one cat or dog or caged mammal per apartment. A maximum of two caged birds will be permitted and in the case of fish, no more than one aquarium with a 20 gallon capacity will be allowed.
4. The mature weight of a dog shall not exceed 40 pounds. The size of a dog is not directly related to its desirability and each animal shall be considered individually on the basis of all relevant circumstances. The physical layout of the development in which a tenant lives shall be a factor in such consideration.
5. A dog or other animal which has a vicious or aggressive disposition will not be permitted. An application for keeping a puppy or a kitten will be more closely scrutinized than an application to keep a mature dog or cat with established patterns of behavior.
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 spaying or neutering, a veterinarian's certificate attesting to this fact must be submitted and the Board of Directors shall have discretion to waive the requirement.
7. Management has the right to transfer a tenant who keeps a pet to an appropriately sized apartment on the ground floor of the tenant's building based upon its verification of written complaints concerning: 1) bad behavior of the pet in the elevator or hallways; or 2) the documented medical conditions of upper floor residents adversely affected by the presence of the pet.
8. Residents are expressly prohibited from feeding or permitting stray animals to stay in their unit or on LHA property. Such feeding or harboring of a stray animal shall constitute keeping a pet without the approval of the LHA.
9. Declawing of cats or other pets shall under no circumstances be required.

#### TENANT OBLIGATIONS

1. The tenant will be responsible for proper pet care, including good nutrition, grooming, exercise, flea control, routine veterinary care and yearly inoculations of dogs and cats which must wear identification tags and collars when outside unit.
2. The tenant is responsible for cleaning up after a pet inside the apartment and anywhere on the LHA's property. A "pooper scooper" and disposable plastic bags should be carried by any person in

charge of the pet. All wastes will be bagged, tied and disposed of in a proper receptacle which may be specified by management. Toilets are not designed to handle pet litter and under no circumstances should any pet litter or any bagged wastes be deposited in a toilet, as blockages will occur. Tenants shall be responsible for the cost of repairs or replacements required because of such misuse of toilets or pipes.

3. Under no circumstances may pet blankets and bedding be cleaned or washed in the laundry room.
4. The tenant shall keep tenant' s unit and its porch or patio, if any, clean and free of pet waste and odors and shall maintain the unit in a sanitary condition at all times.
5. The tenant will restrain and prevent the pet from gnawing, chewing, scratching or otherwise defacing doors, floors, floor coverings, walls, windows and other parts of the unit and any part of another unit or of the common areas, inside or outside, including lawns, shrubs, trees and other landscaping or landscape features.
6. Pets are not to be tied outside or left unattended on a patio or porch.
7. The tenant shall not make physical alterations to tenant' s unit or any property of the LHA to create a pen or enclosure for a pet.
8. Pets will be restrained at all times when outside the unit on the LHA' s property. Tenant shall not permit any pet to be loose in hallways, elevators, community rooms, dining rooms or other common areas, inside or outside. All tenants must be able to control their pets via leash, pet carrier or cage.
9. Visitors will not be permitted to bring a pet on LHA property.
10. Tenants shall not permit their pets to disturb the health, safety, rights, comfort or quiet enjoyment of other residents. Tenants shall not permit their pets to create a nuisance to neighbors on account of excessive barking, whining, chirping, or other excessively noisy behavior.
11. A tenant who keeps a cat must provide a litter box for the cat in the tenant' s unit and must keep the litter box clean and odor free.
12. A tenant who keeps a pet shall permit quarterly apartment inspections in order to permit management to ensure that proper care is being given to the pet and the unit. Such inspections may be reduced or increased in frequency at management' s discretion based on past performance. A tenant will permit an additional apartment inspection when, in the opinion of the LHA, there is a reasonable basis to believe that a pet is not being cared for properly or that significant new damage to the unit has been caused by a pet.

13. The tenant is responsible for providing management with the following information and documents concerning a pet kept by the tenant. Management will keep the information and documents on file in the tenant's folder. Tenant shall update the information and documents as necessary.

- a) a copy of the completed application for pet ownership and the LHA's action and any action taken by DHCD on the application
- b) a photo and identifying description of the pet including the pet's name
- c) the name, address and telephone number of a veterinarian and his or her reasonably current statement of the health, weight and age of the pet
- d) veterinary certificates of spaying or neutering, rabies, distemper combination, parvovirus, feline VRC, feline leukemia testing and other inoculations, as applicable to the particular kind of pet
- e) a copy of a dog's current license if such a license is required by the municipality
- f) the names, addresses and telephone number of two (2) responsible persons, who are prepared to assume immediate responsibility for the care of the pet in an emergency or other suitable arrangements for emergency boarding of the pet.

14. The tenant shall post a security deposit of one hundred sixty dollars or one month's rent (whichever is less). Tenant shall be responsible for notifying the LHA, 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 updated written verification of compliance with all applicable inoculation and registration requirements.

15. Management does not permit overnight or short term pet care visits.

#### **MANAGEMENT RESPONSIBILITIES**

1. Management shall establish a Pet Committee which should include a tenant with a pet, a tenant with no pet, a representative of a local animal humane group, a veterinarian, an LHA staff person and two other persons who have knowledge of animal issues insofar as such persons are found to be available. Exemptions regarding the composition of the pet committee shall be approved by DHCD.
2. Specific instructions for disposal of pet waste and kitty litter shall be posted by management in each building in which there are pets.

3. Management shall post the rules and regulations of pet ownership, maintenance and enforcement in each building in which there are pets, whenever possible, and shall provide copies of such rules and regulations to any resident upon request. Management shall inform all tenants with pets of any changes in such rules and regulations following approval of any such change by DHCD. Management shall keep records of apartment inspections, investigation of complaints, warnings about pets, and billings for damages caused by pets.

### **SECURITY DEPOSIT**

1. A security deposit of \$160.00 or one month's rent, whichever is less, shall be paid by the tenant prior to keeping a pet in tenant's unit unless management permits partial payments over a reasonable time period. This payment will be administered as a security deposit.
2. The security deposit will be refunded at the time the pet permanently vacates tenant's unit provided that no pet-related damage has been done to the unit or other LHA 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 tenants failing to clean up after their pets. A tenant's failure to clean up after pets shall be good cause for a complaint about the pet and a third occurrence may result in termination of permission for a tenant to keep a pet.

### **LIABILITY OF TENANT FOR DAMAGE OR INJURY**

1. The tenant shall be responsible to pay the reasonable cost of repairing or replacing damage caused by tenant's pet to the doors, walls, windows, floors and any other part, interior or exterior, of the unit and common areas.
2. The tenant shall be responsible to pay the reasonable cost of cleaning, deodorizing and sanitizing carpeting and other floor coverings in the unit or a common area when the need for such cleaning, deodorizing or sanitizing is caused by the tenant's pet.
3. The cost for repairs and replacements for damage includes materials and labor. Payment plans may be negotiated between management and the tenant when circumstances warrant. Disputes concerning amount of damages are subject to the grievance procedures provided for in DHCD regulations. Failure to pay the cost of damage when due is cause for termination of permission for the tenant to keep a pet. It may also be cause for lease termination.
4. Tenant may be required by management to secure renter's insurance which includes personal liability coverage, when circumstances warrant. Tenant shall agree to indemnify the LHA against claims for personal injury and property damage on account of the tenant's pet. Indemnification shall include litigation expense, including reasonable attorney's fees, and any damages awarded.

## **PET COMMITTEE**

1. As set out above, management shall establish a Pet Committee that is responsible for resolving complaints which may arise at each development on account of pets. The Committee will consist of a tenant with a pet, a tenant with no pet, a representative of a local animal humane group, a veterinarian, an LHA staff person and two other persons who have knowledge of animal issues.

A person selected as having knowledge of animal issues shall not be affiliated with the local housing authority other than as a member of the Pet Committee. Such a person shall not be a member of the immediate family of a person who is affiliated with the local housing authority. The number of individuals on the Pet Committee should be uneven in order to prevent tie votes. Exemptions will be made regarding the composition of the Pet Committee upon the request of management and approval of DHCD.

2. A tenant who secures a waiver for a pet through the appeal process to the Department is responsible for requesting Management to establish a Pet Committee if one is not already in place at the Authority. Failure of Management to do so shall be cause for the tenant to organize a committee.

3. One purpose of the Pet Committee is to alleviate the management's involvement with tenants' questions concerning pets. The Pet Committee should try to determine how the ownership of pets affects the quality of life for tenants with pets and for tenants with no pets and should make any recommendations for improvement to management.

4. The committee should assist tenants with respect to the following:

- information about veterinary care, including any discounts for seniors, and information about spaying and neutering and its cost
- information about pet behavior consultants for obedience problems
- information about local humane societies which might assist with pet-related problems.
- information about proper pet care and responsible pet ownership

## **RESOLUTION OF COMPLAINTS**

The Pet Committee will be responsible for resolving complaints about pets. The committee will be the first line of complaint resolution. Following receipt of a complaint about a pet, the Pet Committee will confer with the complainant, the tenant and management about such complaint and will attempt to reach a resolution satisfactory to all. The Pet Committee shall work in locating and using available resources to help complainants, tenants and management in the solution of pet problems.

Any written complaint concerning a pet shall be in writing and delivered to Management and to the Pet committee by the complainant in the manner designated by the management and the Pet Committee. Following receipt of a complaint, management will inform the tenant concerned about the complaint and any other pending complaints. Management will also notify the Pet Committee

about the complaint and any other pending complaints. The Pet Committee will then determine whether there is good cause for a complaint and, if so, attempt to resolve the complaint.

Upon a second finding that good cause exists for a complaint about a pet, tenant shall be advised that a further finding of good cause will result in termination of permission for the tenant to keep a pet. Where circumstances are such that the presence of a pet is a clear and present danger to other tenants, a single finding of good cause will suffice for termination of permission for the tenant to keep a pet.

### **PET GRIEVANCE PANEL**

Should the Pet Committee be unable to resolve a complaint or if the pet owner or a complaining party is dissatisfied with the Pet Committee's resolution of a complaint, within 10 days a request for review of the Pet Committee's resolution may be made to the Pet Grievance Panel. The Pet Grievance Panel will consist of a representative of the Pet Committee (drawn by lot), other than the pet owner in question, a representative from the Bureau of Housing Management of the Department of Housing and Community Development and a representative of the Massachusetts Society for the Prevention of Cruelty to Animals. The representative from the Bureau of Housing Management will schedule a hearing by the Pet Grievance Panel promptly after being notified of the request for review of the Pet Committee's resolution. The Pet Grievance Panel will review resolutions of complaints by the Pet Committee regarding pets only if the tenant keeping the pet agrees to the following conditions:

- That the Pet Grievance Panel has jurisdiction to determine the complaint
- That the Pet Grievance Panel can require permanent removal of a pet if it finds that the pet causes or threatens bodily harm to any person on the LHA property or threatens the security of their property or creates a health or safety hazard. The Pet Grievance Panel may permit replacement of the pet with another pet
- That non-compliance within 30 days of the decision of the Pet Grievance Panel is sufficient cause for termination of the resident's dwelling lease with the LHA

A tenant having so agreed who faces eviction as a result of his or her failure to comply with a pet grievance panel decision shall have no right to a regular grievance hearing prior to institution of eviction proceedings. If a pet grievance panel does not exist at an LHA or if a tenant keeping the pet does not agree to the foregoing, a tenant or a complaining party desiring review of a Pet Committee resolution may file a grievance regarding a pet under the regular grievance procedure (760 CMR 6.08) in effect for the development in which the pet is kept.

### **PROTECTION OF PET**

1. An Identification card, identifying the pet and naming the pet's veterinarian and an alternate caretaker, should be with the person in charge of the pet at all times as well as on file with the LHA. In the event of a sudden illness or accident to tenant, upon notice management shall call the named caretaker and advise that the caretaker's care for the pet is required.

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 for no more than 12 hours.

3. If the health or safety of a pet appears to be threatened by incapacity or death of the tenant, upon notice the Pet Committee and/or management will contact the caretakers designated by tenant and advise that the caretaker's care for the pet appears necessary.

### **REMOVAL OF PET**

If neither caretaker named in the Pet Rider is willing and able to assume responsibility for the pet and tenant is unable to locate another caretaker and is also unable to care for the pet, management may enter the premises, remove the pet and arrange for pet care for no less than ten days to protect the pet. Funds for such care will come from the tenant's pet deposit. Management may contact the Massachusetts Society for the Prevention of Cruelty to Animals or other suitable humane society for assistance in securing a suitable caretaker for the care of the pet.

### **VIOLATION OF PET POLICY**

Proceedings to terminate tenant's lease may be instituted if the tenant commits material violations of this policy.

### **EXISTING PETS**

Existing pets in place at the time of pet policy adoption are permitted to remain but must otherwise conform to the requirements of the policy.

### **AMENDMENTS TO PET POLICY**

This policy may be amended from time to time with the agreement of the Department of Housing and Community Development.

BHA c.667 Elderly/Handicapped Pet Policy

Adopted 12/06/04