

APPROVED:

Board of Commissioners

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Motion: # four (4)

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TEWKSBURY HOUSING AUTHORITY

Pet Policy and Rules

INTRODUCTION

This policy establishes the rules and conditions under which a pet may be kept in Tewksbury Housing Authority (“THA”) housing developments. The primary purpose of these rules is to establish reasonable requirements for the keeping of common household pets in order to provide a decent, safe and sanitary environment for existing and prospective tenants, THA employees and the public, and to preserve the physical condition of THA properties.

Under 24 CRF §960.705, this policy does not apply to Assistive Animals that reside in public housing or that visit Tewksbury Housing Authority properties. It does not limit or impair the rights of persons with disabilities, or affect any authority the Tewksbury Housing Authority has under other legal provisions to regulate animals that assist persons with disabilities.

Assistive Animal – an animal which provides assistance, service, or support to a person with disabilities and which is needed as a reasonable accommodation to such individual with disabilities (for example, a dog guiding an individual with impaired vision or alerting an individual with impaired hearing). An Assistive Animal shall be counted in the number of pets kept in a household.

Individual developments may designate selected common areas as no-pet areas, provided that the rules governing these areas are reasonable and do not conflict with any Federal, State or local law or regulation governing the owning and keeping of pets in dwelling accommodations (apartments), and the essential terms of this policy.

Violations of this policy shall be considered a violation of a material term of the lease. The development manager may require the removal of a pet upon violation of these rules, or may commence eviction procedures. The appeal procedures that apply to other eviction actions, including the right to a grievance hearing, shall apply to violations of these rules.

Any animal found in THA-owned or managed outdoor or common areas without a proper license, tags and restraint shall be reported to the Town of Tewksbury Animal Control or other applicable authority for its removal.

PET POLICY

1. Any tenant who wishes to keep a companion animal will inform management in writing. If management feels a pet is inappropriate, management will inform tenant. Permission for a specific pet will not be unreasonably withheld. (A PET RIDER will be signed immediately by the tenant).
2. All pet owners must be able to control their pets via leash, pet carrier or cage.
3. A companion animal will be defined as a common household pet, such as a dog, cat, bird, fish or turtle. Reptiles other than turtles and birds of prey are not household pets. Pets, other than cats and dogs shall have suitable housing.
4. No resident shall have more than one pet. A maximum of two birds may be permitted, and in the case of fish, no more than one aquarium with a twenty (20) gallon capacity shall be allowed.
5. Dogs shall be limited to no more than thirty (30) pounds in weight when fully grown.
6. Only domesticated, common household pets will be allowed. Pets of vicious or aggressive disposition deemed by management to be potentially harmful to the health and safety of others are prohibited.
7. All female dogs over the age of six months and all female cats over the age of five months must be spayed. All male dogs over the age of eight months and all male cats over the age of ten 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 Executive Director's discretion.
8. On file with management will be the following:
 - 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, parvovirus, feline leukemia and other inoculations when applicable.
 - d. Dog licensing certificates in accordance with the local and state laws.

- 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, acknowledging their responsibilities.
- f. Emergency boarding accommodations.
- g. Temporary ownership (overnight or short term) shall be registered with management under the pet rules and regulations.

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

TENANT OBLIGATIONS

- 1. 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 the apartment and anywhere on development property. A “pooper scooper” and disposable plastic bag should be carried by owner. ALL wastes will be bagged and disposed of in a receptacle determined by management.
- 3. The pet owner shall attend all meetings pertaining to complaints against any pet.
- 4. The pet owner will keep the unit and its balcony, 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. Tenants will not alter their unit, balcony or other outside area to create an enclosure for an animal.
- 7. Pets are not to be tied outside or on the balcony.

8. Pets will be restrained at all times, when outside apartment or development property. No pet shall be loose in hallways, community rooms, congregate building or other common areas.
9. Pets will not be allowed to disturb the health, safety, rights, comfort or quiet enjoyment of other tenants. A pet should not create a nuisance to neighbors with excessive barking, whining, chirping or other unruly behavior.
10. 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.
11. All complaints by other tenants or THA personnel regarding pets shall be referred to the development manager.
12. Residents are prohibited from feeding or harboring stray animals. Feeding or harboring a stray animal shall constitute keeping an animal without approval of the THA.

MANAGEMENT RESPONSIBILITIES

1. Establishment of Grievance Procedure for in-house pet ownership management.
2. Posting in the community building, specific instructions for disposal of pet waste and kitty litter.
3. Posting of facility's rules and regulations of companion animal ownership and enforcement in a fair and just manner.
4. Proper record keeping of: owners' and pets pertinent information, deposits, apartment inspections investigation of complaints, and issuing of warnings, billing for damages, scheduling for repairs, etc. De-clawing of cats should 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.
5. Management will inform the resident of any written and signed complaints it receives concerning resident's pet. Management will also inform resident of any other rule infractions and;
6. No credence given by management to verbal or unsigned complaints.
7. Upon second notice of a written legitimate complaint, 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.

8. The development manager shall be responsible for maintaining records required by this policy including all pertinent pet-related information and documents supplied by tenants, periodic unit inspections, investigation of complaints regarding pets, billing for damages caused by pets and scheduling of repairs required because of pet action.
9. These rules may be amended from time to time by the THA pursuant to THA policy and in compliance with all relevant statutes and regulations.
10. A copy of these rules shall be given to every resident and additional copies will be available at the management office.

PET DEPOSIT FEES & INSURANCE

A pet deposit of \$160.00 is required of each pet owner. The tenant is not required to pay all of the deposit before bringing in a pet. This payment will be implemented as a security deposit.

The deposit will be refunded at the time the tenant 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 form the deposit.

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

1st Offense ----- \$ 3.00

2nd Offense ----- \$ 6.00

3rd Offense ----- \$10.00

\$10.00 for each offense thereafter.

LIABILITY OF PET OWNER FOR DAMAGE OR INJURY

1. Repairing or replacing damage 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.

PET GRIEVANCE PROCEDURE

1. All lease enforcement and/or eviction actions taken as a result of this policy shall comply with the THA's Lease and Grievance Procedures.
2. All violations of this pet policy shall be dealt with as a material violation of the lease and appropriate lease enforcement actions up to and including eviction shall be taken. In addition if the housing authority, through the development manager, determines that the presence of a pet constitutes a risk of damage to THA property or creates a threat to the health and safety of any member of the public housing community, including residents, household members, guests and/or employees, THA may require the removal of the resident's pet upon 48 hours written notice. Failure to comply with this notice shall be deemed a violation of the resident's lease obligations. Any violation shall give rise to all appropriate remedies under the lease, including eviction proceedings. In the case of a vicious dog, the housing authority may make a complaint to the Town of Tewksbury Animal Control.

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. The tenant shall designate one or more persons as an emergency contact that can tend to the pet if the tenant is unable to do so. In instances where a pet appears to have been abandoned for

more than 24 hours, and an emergency contact cannot be located, the Management shall report the matter to the Massachusetts Society for the Prevention of Cruelty to Animals or other applicable authority for its removal. If necessary, Management will enter the apartment, as in an emergency, to rescue the animal.

3. If the health or safety of a companion animal is threatened by incapacity or death of the owner, management may contact the Massachusetts Society for the Prevention of Cruelty to Animals or other suitable humane society for assistance with the pet.
4. If no source of aid is available, 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 tenant's pet deposit.

PET REQUIREMENTS

1. Certificate Color Photo/ Description of Pet
 2. Veterinarian's Name Address and Telephone Number
 3. Certificate of Spaying and Shots
 4. Dog License
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1. Two (2) Caretakers with Names Address and Telephone Number.
 2. Emergency Boarding
 3. Temporary Ownership
 4. Pet Deposit of \$160.00/ One Hundred Sixty Dollars and No Cents