

EXECUTIVE
OFFICE OF
COMMUNITIES &
DEVELOPMENT



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PET GUIDELINES FOR STATE-AIDED
ELDERLY HOUSING

OCTOBER 1995

**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 of the participants in each facility. Changes and exceptions may be made by individual managers with EOCD 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 acted upon within sixty days.

APPEAL PROCESS FOR DENIAL OF WAIVER

Any denial of waiver shall be given in writing to the resident/applicant who requested such waiver.

Any resident/applicant who has been denied a waiver of the lease agreement by the LHA may appeal that decision by submitting in writing a request for review of the waiver within 14 days of the denial to the Director of Management, Bureau of Housing Management within EOCD. Written appeal should contain all pertinent information and specific reasons as to why the request for waiver was denied, including the written letter of denial from the LHA.

After receiving the initial letter from EOCD, all the requested information must be submitted within two (2) weeks of the date of the letter. Failure to submit the requested information within the required time frame may jeopardize approval of pet waiver. Until such time as the waiver has been granted, the pet cannot be present in the apartment.

The department has established a procedure whereby the Director of Management, 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 interested in owning and/or maintaining a common household pet in his/her unit will be required to obtain written approval from the Authority prior to housing a pet on the Authority's

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 the 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 any 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 outside 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. Visitors with pets will be allowed as long as they notify management and generally conform to the policy's guidelines.
10. 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.
11. 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.
12. 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.

4. Proper record keeping of: owner's and pets' pertinent information, pet participation fee, deposits, apartment inspections, investigation of complaints, and issuing of warnings, 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. No credence shall be given by the Pet Committee to verbal or unsigned complaints. Management will also inform the resident of any other rule infractions and will duly notify the Pet Committee for attempted resolution.
7. Upon second notice 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 EOCD regulations.

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, EOCD 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 EOCD 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 than 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.

PET RIDER

This pet rider to the lease between _____ and _____
(Resident) (Management)

is made a part of the lease entered between parties on _____
(Date)

1. Both parties have read, agreed to, and signed the attached pet guidelines in effect for the complex.
2. The resident will keep his/her pet in a responsible manner and provide proper care for it as provided in said pet guidelines.
3. In accordance with the Pet Guidelines, the resident will provide the name, address, and telephone number, in the space provided below, of two pet caretakers who by signing this form will assume responsibility for the pet should the resident become unable to care for the pet, including any damages or medical expenses. Resident will also provide the name, address, and telephone number of the veterinarian responsible for the pet's health care.

PET CARETAKER #1

NAME: _____
ADDRESS: _____
TELEPHONE: _____
SIGNATURE: _____

PET CARETAKER #2

NAME: _____
ADDRESS: _____
TELEPHONE: _____
SIGNATURE: _____

APPLICATION FOR WAIVER FOR PET OWNERSHIP
FOR ELDERLY RESIDENTS

DATE _____

NAME _____
ADDRESS _____

DESCRIPTION OF NEW PET (DOG, CAT, BIRD, AGE, ETC.) _____

DESCRIPTION OF CURRENT PET (TYPE, AGE, WEIGHT, ETC.) _____

PREVIOUS PET OWNERSHIP/EXPERIENCE: _____

CURRENT VETERINARIAN: NAME: _____

ADDRESS: _____

NAME OF 2 ALTERNATE CARETAKERS (NOT RESIDING AT THE DEVELOPMENT) WHO
WILL ASSUME IMMEDIATE RESPONSIBILITY IF NEEDED:

1. _____
2. _____

REASONS FOR ACQUIRING A PET AT THIS TIME: _____

I HEREBY AGREE TO ADHERE TO ALL PET RULES AND REGULATIONS AS DIRECTED
BY THE AUTHORITY.

SIGNATURE _____

APPROVED _____
DENIED _____

YOU HAVE THE RIGHT TO APPEAL WITHIN 14 DAYS OF THE DENIAL TO:

EOCD, 17TH FLOOR
100 CAMBRIDGE STREET
BOSTON, MASS 02202