



# HINGHAM HOUSING AUTHORITY

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## PET POLICY

### I. MISSION STATEMENT

The key to a workable policy that allows pet ownership in public housing rests with a commitment to the principles of responsible pet ownership and respect for the rights of all tenants.

### II. PET POLICY

#### **A. POLICY**

Pets and other animals are not allowed in public housing except in accordance with this policy. Tenants requiring service animals, such as Seeing Eye dogs or other animals that have undergone specified training to assist persons with certain disabilities, are not required to comply with the terms of this policy, because service animals are not considered pets under this policy. Any tenant claiming to have the need for a service animal will be required to provide verification to the satisfaction of the Authority that the animal in question falls within this exception. A pet that may be allowable as a reasonable accommodation to a disability is not necessarily a service animal and the tenant will be required to submit a request for reasonable accommodation to a disability for Authority approval of such a pet. Animals that are needed as a reasonable accommodation to a disability are not "common household pets" and are allowed pursuant to rules governing reasonable accommodation to a disability. Permission to house such animals shall be obtained from the Hingham Housing Authority, in writing, pursuant to the Authority's reasonable accommodation process.

1. Only a common household pet will be allowed. A common household pet shall include only a dog, cat, caged bird, turtle, guinea pig, gerbil, hamster, or fish. No other animals, including but not limited to reptiles and birds of prey, chickens, turkeys, rabbits and ferrets are allowed. Pets, other than cats and dogs, shall have suitable housing, e.g. cages or aquariums.
2. Large breeds of dogs are not allowed. Dogs must be limited to breeds weighing no more than forty (40) pounds at maturity.
3. No tenant or household shall have more than one dog or cat; however, a maximum of two birds, turtles, guinea pigs, gerbils, or hamsters may be permitted, and in the case of fish, no more than one aquarium with a 20-gallon capacity will be allowed.
4. All female dogs and all female cats shall be spayed. All male dogs and all male cats shall be neutered. If health problems prevent such spaying or neutering, a veterinarian's certificate attesting to the health



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problem will be required to obtain approval for such pet ownership, and, an exception to this requirement may be allowed at the discretion of the Executive Director or his/her designee.

5. Tenants are expressly prohibited from feeding or harboring stray animals. The feeding or harboring of a stray animal will constitute having a pet without the approval of the Authority.
6. Visiting dogs or cats are NOT ALLOWED, except that tenants who have been approved by the Authority as pet caretakers pursuant to this policy may have temporary custody of the pet for which they are a pet caretaker if the tenant-owner should be temporarily absent from the unit. The caretaker shall notify the Authority when s/he takes temporary custody of the pet, which shall not exceed two weeks without Authority approval.

## **B. PROCEDURES FOR OBTAINING PERMISSION FOR PET OWNERSHIP**

1. Any tenant head of household in good standing and not in violation of the lease with the Authority, including any written repayment agreement, who wishes to obtain and/or keep a dog or cat must first submit a written request for approval on a form approved by the Authority with his/her Property Manager and must receive written approval from the Authority. The Authority, in making the determination whether to allow the dog or cat, reserves the right to consider any information relevant to the tenant's having a dog or cat, including the household's past history of compliance with lease terms and references from landlords and neighbors, past and present, regarding (a) the tenant's previous pet ownership history, and (b) the pet's behavioral history. If the Authority concludes that maintenance of the dog or cat by the tenant in an Authority housing unit would, in the Authority's opinion, be inappropriate or ill advised, the Authority will inform the tenant in writing, stating the specific reasons for the denial. A denial of pet ownership is grievable in accordance with HHA Grievance Procedures.
2. Any tenant wishing to own and/or maintain a dog or cat in his/her unit will be required to obtain written approval from the Authority prior to housing the pet in the Authority's property. To obtain approval, a tenant must submit a "Request to have a Dog or Cat in Public Housing" at the local management office, which will include, among other things, information concerning the size and type of dog or cat intended for ownership by the tenant. The Property Manager will provide the tenant with a copy of the Authority's Pet Policy. The tenant will also submit a completed veterinarian/animal shelter statement and such other documents as may be required by the Authority to process the Request.
3. As part of the process for reviewing applications for approval to keep a dog or cat, the Property Manager of the public housing development where the unit is located may make a home visit to observe the quarters in which the pet is to be kept and the condition of the unit. The Property Manager may request the opportunity to observe the dog or cat in question. If so, the tenant will afford an opportunity to observe the dog or cat.
4. The Authority will consider the anticipated mature size of a dog (certified by a veterinarian or Animal Shelter Official), the tenant's space limitations, the pet's disposition, and the tenant's past history of

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responsibility when considering whether to grant permission for ownership of a pet.

5. Dogs of vicious or aggressive disposition, as determined by the Authority, will not be permitted.
6. If the Authority determines that the request to have a pet in Elderly Housing should be approved, tenant will execute a Pet Lease Addendum provided by the Authority and will agree to abide by all the rules set forth in the Addendum.
7. In the event that the Authority denies an application for pet ownership, it will notify the tenant in writing of the reasons for the denial. Tenants of state assisted housing will have the right to appeal to the Department of Housing and Community Development. The tenant must file the appeal within 14 days of receipt of the denial. In seeking permission from the Department, the tenant or prospective tenant will provide the following documentation (or an explanation why the documentation is not reasonably available):
  - (a) a copy of the completed application for pet ownership and the LHA's denial of the application;
  - (b) a color photo and identifying description of the proposed pet;
  - (c) the name, address and telephone number of a veterinarian and his or her statement of the current health, weight and age of the proposed pet;
  - (d) veterinary certificates of spaying or neutering and of all inoculations and testing required by the guidelines;
  - (e) a dog license if such a license is required by the municipality;
  - (f) the names, addresses and telephone numbers of two responsible persons who are prepared to assume immediate responsibility for the care of the pet in an emergency; and
  - (g) a statement that the tenant is prepared to post a security deposit of one hundred sixty dollars or one month's rent (whichever is less).
  - (h) The Department's Decision. The Department shall review the documentation and any other relevant information and will render a prompt written decision approving or disapproving the application. The Department will require a security deposit to be posted with the LHA and may make other appropriate conditions in approving the application.

### **C. TENANT'S RESPONSIBILITIES**

1. The tenant 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 collars at all times.
2. The tenant will be responsible for cleaning up after a pet inside the apartment and anywhere on HHA property.
3. A "pooper scooper" and disposable plastic bag or comparable item will be used for pet waste pick-up and disposal. The tenant will be responsible for all pet wastes being picked up, bagged, and disposed of. Toilets are not designed to handle pet litter, including so-called "flushable litter". Under no circumstances should any pet debris be deposited in a toilet, as blockages will occur. Tenants will be responsible for cost

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of repairs or replacement of any such damaged toilets or pipes.

4. The tenant will keep the unit clean and free of pet odors, insect infestation, waste and litter and maintain the unit in a sanitary condition at all times.
5. Pet blankets and bedding will not be cleaned or washed in the Authority's laundry room for hygienic reasons.
6. Tenant will restrain and prevent the 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.
7. Pets are not to be tied anywhere outside the unit or on a porch at any time. No pet will be left unattended outside the unit.
8. Tenants shall not alter their unit, porch, or other outside area to create an enclosure for an animal.
9. Tenants will be responsible for the pets being restrained at all times, when outside the apartment, on or near HHA property. No pet will be allowed loose outside or in common areas.
10. Pets will not disturb the health, safety, rights, comfort or quiet enjoyment of other tenants. A pet will not be a nuisance to neighbors with excessive barking, whining, chirping, or other unruly behavior.
11. Tenant must provide litter boxes for cat waste, which must be kept in the tenant's unit (not on the balcony, or in the common hall). Litter boxes will be kept clean and odor-free.
12. In addition to annual inspections, Tenant agrees to apartment inspections when, in the opinion of the authority, there is a reasonable basis to believe that a pet and/or the unit are not being cared for properly or that undue damage to the apartment has been done by a pet. The Authority shall provide the tenant with at least 48 hours notice of an inspection, except where the Authority has cause to believe that an emergency condition exists or that the pet's health or safety is at risk, in which case, the Authority may enter the unit immediately.
13. In order to allow access to the unit for routine repairs, scheduled inspections, and emergency maintenance; and to protect the pet from accident, harm or escape, tenant is required to secure a dog in a bedroom when the dog is left alone in the apartment. Tenant is encouraged to secure a cat in a bedroom when the cat is left alone in the apartment, but is not required to do so. Tenant agrees that if a cat is not secured in a bedroom when left alone in the apartment, and it inadvertently escapes if HHA staff enters the unit, then the HHA shall not be responsible for the safety of the cat. Tenant is required to secure a dog or cat in a bedroom for any scheduled maintenance or inspections.
14. The tenant is responsible for providing management with the following information and documents

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relating to a dog or cat, which information is to be kept on file in the tenant's folder:

- a) two color photos and an 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 leukemia testing, feline VR, kennel cough and other inoculations when applicable;
- d) dog licensing certificates in accordance with local and state laws;
- e) two (2) alternate adult 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 their signing an acknowledgment of their responsibilities as specified on such form as is required by the Authority; (Current tenants of the HHA cannot be caretakers unless they are approvable pet owners pursuant to this policy.)
- f) emergency boarding accommodations. (if available).

Each dog or cat owner is responsible for notifying the Authority immediately in writing of any change in the information initially provided in the "Request to have a Dog or Cat in Housing" form and the verifying documentation submitted to the Authority as a condition of its approval. In particular, tenant must submit to the Authority on an annual basis written verification of compliance with all applicable inoculation, and registration requirements. Additionally, Tenant shall annually submit pet caretaker acknowledgment forms signed by each pet caretaker; maintaining two current pet caretakers shall be a condition of pet approval.

15. Tenant who is approved by the Authority to have a dog or cat shall sign a Pet Lease Addendum and agree to its terms. Violation of the Pet Lease Addendum shall be grounds for termination of the tenant's lease. Before obtaining a pet, tenant should seriously consider the obligations of responsible pet ownership and the obligations set forth in the Pet Lease Addendum.

16. Tenant shall be responsible for his/her pet at all times.

#### **D. MANAGEMENT RESPONSIBILITIES**

1. Establishment of a Pet Committee which will consist of animal owners and non-animal owners (to be appointed by the resident council), property managers, local interested humane groups or veterinarians, etc., for in-house pet ownership management. The Pet Committee shall meet at least monthly at reasonable times and dates by mutual agreement of its members.
2. Posting of specific instructions for disposal of pet waste and kitty litter in each building or development.
3. The Authority shall post this Pet Policy and any rules related thereto and adopted by the Authority, including any changes thereto, in the Authority's management office at 30 Thaxter Street, Hingham, MA and shall inform all registered pet owners of any changes in such policy or rules.
4. Proper record keeping of: owner's and pets' pertinent information, pet participation fee, deposits, apartment inspections, complaints, warnings, billing for damages.
5. Declawing of cats cannot be required by management as the pet owner is fully responsible for all

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destruction to property.

#### **E. PET PARTICIPATION FEE/OTHER CHARGES/FEES**

1. A pet participation fee of \$160.00 or one month's rent, whichever is less, is required to be paid to the Authority by each dog or cat owner and maintained during the term of the lease so long as tenant maintains the pet. This amount may be payable over a reasonable time period determined by the Property Manager.
2. The pet participation fee 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 or sums have been used by Management as provided herein. Sums necessary to repair pet-related damage may be deducted from the fee. The pet participation fee may also be used by Management to pay for the pet's care, including boarding fees, in the event that the pet is ill or injured or must be removed and the tenant and the pet caretakers cannot be located or are unable or unwilling to assume responsibility for the pet. The pet participation fee will only be used for the purposes set forth herein or as amended in this policy.
3. A pet waste removal charge or fee of \$25.00, shall be collected from pet owners failing to clean up after their animals.

#### **F. LIABILITY OF PET OWNER FOR DAMAGE OR INJURY**

The Tenant shall be responsible for the costs of:

1. Repairing or replacing damaged areas of the exterior, interior, doors, walls, floor coverings and fixtures in the unit, outside 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 may be negotiated between management and the pet owner. Disputes concerning amount of damages are subject to the grievance

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procedure.

## G. PET COMMITTEE

1. Management will establish a Pet Committee to attempt to resolve complaints which may arise at each development. The Committee should consist of pet-owning tenants and non pet-owning tenants (appointed by Residents' Council), property managers, and local interested humane groups or veterinarians or their staff or volunteers who have knowledge of animal issues. A community volunteer shall not be affiliated with the local housing authority other than as a 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 Pet Committee shall receive complaints of a non-serious nature relating to pets and will try to resolve such complaints, as set forth hereafter in this policy.
2. The purpose of the committee is to assist tenants and management with questions and complaints concerning pets. The committee may also take notice of 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.
3. 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 development;
  - educational material on proper pet care and responsible pet ownership;
  - notification of management of any unresolved complaints.

## H. RESOLUTION OF PET-RELATED COMPLAINTS

The Pet Committee will be responsible for trying to informally resolve pet-related complaints of a non-serious nature which may arise at a development. Non-serious complaints will be directed 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 resolution of pet complaints and other problems. The Pet Committee shall bring complaints of a serious or continuing or repetitive nature directly to the Authority for disposition, including lease termination. The Pet Committee shall submit periodic reports to the Authority of its actions and any recommendations the Committee deems appropriate in relation to this policy. **Note:** Complaints of a serious nature shall include but not be limited to: animal bites, failure to care for a pet or pet abuse; damage to person(s) or HHA property or property of another tenant; continued or repeated disturbances of others; continuing failure to clean up pet waste, and other serious or continuing or repeated violations of this Policy or the Pet Lease

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## Addendum

### **I. PET GRIEVANCES**

The Pet Committee shall refer all unresolved complaints or complaints of a serious or continuing or repetitive nature (described above) directly to Management for disposition, including lease termination. Such complaints shall be processed pursuant to the tenant's lease as a lease violation.

### **J. PROTECTION OF PET**

1. No pet is to remain unattended, for more than twenty-four (24) hours, except in the case of a dog, which shall be no more than twelve (12) hours. Dogs must be confined to a bedroom when left alone in the apartment.
2. If the health or safety of pet is threatened by incapacity or death of the owner, management will contact the caretakers designated by tenant to assume responsibility for the pet.

### **K. REMOVAL OF PET**

If the owner is absent from the unit for more than 24 hours and the pet has been left unattended in the unit and the caretakers designated by tenant are unable or unwilling to assume responsibility for the pet and the owner has not returned to assume responsibility for the pet or made other suitable arrangements for the pet's care, management may enter the premises, remove the pet, and arrange for care at the owner's expense to protect the pet. Funds for such care will come from the tenant's pet participation fee. If the pet is not current with shots and cannot be boarded at a kennel or if the tenant's pet participation fee is insufficient to cover this expense, the Authority shall not be required to board the pet and the Authority shall be deemed authorized by the owner to turn the pet over to the Animal Control Officer for the Town of Hingham, for disposition in accordance with Town policies, or otherwise address the matter as the Authority deems appropriate in its discretion

### **L. VIOLATIONS MAY RESULT IN LEASE TERMINATION.**

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 Lease Addendum to the lease. Tenants are reminded that pets are not to be considered "disposable" items and pet ownership and responsibility for compliance with lease obligations shall be taken seriously by the tenant. Termination of Lease proceedings shall be processed pursuant to the Authority's Grievance Procedure, unless the termination is otherwise not subject to

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the Authority's Grievance Procedure.

### **III. AMENDMENTS TO POLICY**

This Policy may be amended from time to time in accordance with applicable regulations.

### **VI. REASONABLE ACCOMMODATION FOR DISABILITIES**

Housing providers must make reasonable accommodations in lease and other policy requirements when requested by a qualified tenant with disabilities. The concept of reasonable accommodation involves helping a tenant meet essential lease requirements; it does not require the lowering or waiving of essential requirements. Accommodations are not reasonable if they require a fundamental alteration in the nature of the program or impose undue financial and administrative burdens on the housing provider. Tenant may at any time during the tenancy request reasonable accommodation of a handicap of a household member, including reasonable accommodation so that Tenant can meet lease requirements or other requirements of tenancy. If a resident would like to process a request for a reasonable accommodation, he/she should contact the Authority.

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