

PET POLICY

INTRODUCTION

The following rules are established to govern the keeping of pets in and on properties owned and operated by the Fall River Housing Authority (FRHA). The Fall River Police Department and Fall River Dog Officer shall have responsibility for enforcement of applicable city ordinances. The manager of each of the FRHA's public housing developments shall have primary responsibility for enforcing the guidelines in this Pet Policy. Rules and regulations of pet ownership and maintenance and enforcement, including any changes thereto, will be posted in the management office of each housing development which it owns and shall inform all registered pet owners of any changes in such rules and regulations.

This policy does not apply to animals used to assist persons with disabilities (otherwise known as "assistance animals") as defined under the Americans with Disabilities Act, Fair Housing Act and Section 504 of the Rehabilitation Act of 1973. Assistance animals are animals that assist, support, or provide service to a person with a disability, or are animals that provide emotional support that alleviates one or more identified symptoms or effects of a person's disability. Assistance animals are allowed in all public housing facilities with no restrictions other than those imposed on all tenants to maintain their units and associated facilities in a decent, safe, and sanitary manner and to refrain from disturbing their neighbors.

I. PET PERMIT REQUEST PROCESS

Permission to own and keep a specific pet will not be unreasonably withheld. Tenants must first obtain written approval from the FRHA *prior* to any animal being kept on or about the premises. Tenants must submit a Pet Request (Form A) in writing to FRHA. If the animal satisfies the FRHA definition of a "common household pet" (see Section 3 below), Management will issue provisional written approval. The Tenant must provide Management with the following documentation within 30 days of the issuance of the tentative approval:

- A. A color photo and identifying description and name of the pet to be housed.
- B. The attending veterinarian's name, address, and telephone number.
- C. Veterinary certificate of spaying or neutering, no later than six (6) months of age. Rabies, distemper, parvovirus, feline leukemia, and other inoculations when applicable.
- D. Licensing certificates in accord with state and local laws.
- E. Name, addresses and phone numbers of (1) the primary alternate caretaker of the pet and (2) the secondary alternate caretaker who will assume immediate responsibility for the pet should the Pet Owner be unable to care for the pet. Caretakers must provide a written verification acknowledging their willingness to assume responsibility for the pet in compliance with the guidelines set forth in this Pet Policy (Form D).
- F. A Pet Rider or Addendum to the resident's current lease executed by the resident.

Once Management has received all required documentation, the Tenant (hereafter referred to as "Pet Owner") will receive a final determination of their Pet Permit Request in writing. If approved, FRHA will issue a Pet Decal to the Pet Owner which must be placed on entrance door to any apartment containing a pet. This will notify people entering the apartment that a

pet is in the apartment. If denied, the Tenant must remove the pet from the unit within 30 days of denial.

II. FACTORS AFFECTING ELIGIBILITY

In addition to submitting all required paperwork and certifying that he/she will abide by the Pet Policy guidelines, FRHA approval for pet ownership will be based on, among other things, the Pet Owner's ability to responsibly care for the pet.

FRHA reserves the right to deny a Pet Permit application for any Tenant who is not in good standing. Not in good standing includes, but is not limited to: currently in arrears with rent/charges; has a pattern or history arrearage; is currently on eviction status; has been known to harbor unauthorized pets in the unit; or other good cause. FRHA also reserves the right to check references for previous pet ownership to confirm that the Tenant has demonstrated that she/he has been a responsible Pet Owner.

III. COMMON HOUSEHOLD PETS

Only "common household pets" will be approved by the FRHA for ownership and maintenance. FRHA defines a "common household pet" as: a domesticated animal such as a dog, cat, bird, guinea pig, gerbil, hamster or fish that is traditionally kept in the home for pleasure rather than commercial purposes. Animals not listed explicitly as permissible or prohibited in this policy will be considered by Management on a case-by-case basis.

IV. PROHIBITED ANIMALS

The following are not considered "common household pets" and are prohibited by the FRHA: reptiles, ferrets, insects, arachnids, and birds of prey (i.e., eagles, hawks, falcons). "Dangerous Dogs" or "Nuisance Dogs" as defined in M.G.L. Ch. 140, Sec. 136A are also prohibited and will be removed from the premises pursuant to M.G.L. Ch. 140 Sec. 157. *A "Dangerous dog" is a dog that either: (i) without justification, attacks a person or domestic animal causing physical injury or death; or (ii) behaves in a manner that a reasonable person would believe poses an unjustified imminent threat of physical injury or death to a person or to a domestic or owned animal. A "Nuisance dog" is a dog that: (i) by excessive barking or other disturbance, is a source of annoyance to a sick person residing in the vicinity; or (ii) by excessive barking, causing damage or other interference, a reasonable person would find such behavior disruptive to one's quiet and peaceful enjoyment; or (iii) has threatened or attacked livestock, a domestic animal or a person, but such threat or attack was not a grossly disproportionate reaction under all the circumstances.*

V. LICENSING AND INOCULATION

Pet Owners are required to comply with state laws and local ordinances on the licensing and inoculation of pets. All animals that require a city license and/or rabies vaccination must wear corresponding ID tags at all times to indicate compliance.

VI. PET SIZE

Animals exceeding 40 pounds in weight are prohibited, however, animals exceeding 40 pounds as a result of excess weight gain (i.e. obesity) will not be prohibited based solely on weight. FRHA shall be the final arbiter on this matter.

VII. MAXIMUM NUMBER OF PETS

The FRHA must take into account tenant and pet density and has placed reasonable limits on the numbers of pets allowed in each dwelling unit:

- A. **Dogs and Cats:** Tenants may have no more than one (1) dog or one (1) cat.
- B. **Fish:** Tenants may have no more than two (2) aquariums – one not to exceed twenty (20) gallons in capacity and the other not to exceed ten (10) gallons.
- C. **Birds:** Tenants may have no more than two (2) birds.
- D. **Guinea Pigs, Gerbils, and Hamsters:** Tenants may have a total of no more than two (2) Guinea Pigs, Gerbils or Hamsters.

VIII. PET-SITTING

Tenants are prohibited from pet-sitting animals that have not been authorized under the FRHA Pet Policy. With the exception of assistance animals, no visitor is allowed to bring his or her pet on to FRHA property. No exceptions.

IX. UNATTENDED PETS

If pets are left unattended for a period of twenty-four (24) hours or more, FRHA may enter the dwelling unit, remove the pet and transfer it to the proper authorities at the Pet Owner's expense, as subject to the provision of state law and pertinent local ordinances. FRHA accepts no responsibility for the animal under such circumstances.

X. DESIGNATED ALTERNATE CARETAKER

If the alternate caretaker designated by the Pet Owner is unable or unwilling to assume responsibility for the pet upon the incapacitation of the Pet Owner and the Pet Owner is unable to locate an alternate caretaker within twenty-four (24) hours, FRHA may enter the owner's unit, remove the pet, and arrange for the pet's care for no less than ten (10) days to protect the pet. Funds for such care will be billed to the Pet Owner (See #11: Animal Control). FRHA 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 a caretaker cannot be located.

XI. ANIMAL CONTROL

No pet may be kept in violation of humane or health laws. If Animal Control Officer removes any pet, the Pet Owner will be fully responsible for fees associated with removal and care of said animal. FRHA or Animal Control Officer reserves the right to remove said animal if safety of residents, concern of property and care of animal is in question.

XII. RIGHTS OF OTHER RESIDENTS

The privilege of having a pet may be revoked at any time subject to FRHA grievance procedure if the animal interferes with the health, safety, or right to peaceful enjoyment of the premises by other residents.

XIII. DESIGNATED PET AREAS

In high-rise buildings, at least one elevator will be designated for use by Pet Owners when they are with their pets. The other elevator(s) will be designated as "Pet Free Zones". Elevators will be marked with the appropriate signage. During emergencies either elevator may be used.

XIV. RESTRAINING PETS

Dogs and cats shall remain inside a Pet Owner's unit. When taken outside the unit, dogs and cats must be kept on a leash, controlled by a responsible household member. No pet shall be

unrestrained in hallways, lobby areas, cellar, basement, laundry areas, community rooms, yards or other common areas of the property. Pets are not to be tied outside or on the patio. Birds must be confined to a cage at all times, unless exercised during controlled conditions in pet owner's apartment

XV. STANDARDS OF PET CARE

Pet Owners must provide litter boxes for cat waste, which must be kept in the dwelling unit. Pet owners shall not permit refuse from litter boxes to accumulate nor become unsightly or unsanitary. Pet owners are solely responsible for cleaning up pet droppings outside the unit and on FRHA grounds. Droppings of pets must be disposed of by being placed in a sack and then placed in a refuse container outside the building. In high-rise facilities, Pet Owners are responsible to dispose pet waste properly in a sealed sack and placed in the refuse drop in hallway. Under no circumstances should any pet debris be deposited in a toilet, as blockages will occur. Pet Owners will be responsible for the cost of repairs or replacements of any damaged toilets or pipes. Tenant must take all necessary precautions to eliminate any pet odors and insect infestation within or around unit and maintain unit in a sanitary condition at all times (See #19: Liability).

XVI. UNIT ALTERATIONS

Tenants shall not alter their unit, patio or unit area to create an enclosure for an animal.

XVII. STRAY ANIMALS

Tenants are prohibited from feeding stray animals. The feeding of stray animals shall constitute having a pet without permission of the FRHA.

XVIII. HOME VISITS

Management has the right to make a home visit to observe the pet, the quarters in which it is kept, and the condition of the unit when proper notice is given or under unique circumstances.

XIX. LIABILITY

Pet owners are encouraged, but not required, to secure personal liability insurance or other insurance to indemnify themselves against pet-related litigation. The Pet Owner is responsible for all damages and actions done by their pet and shall pay for all repairs (materials and labor) and misgivings caused by their pets; residents dwelling in elderly and disabled developments notwithstanding per 24 CFR 5.318(d) (5). Damage payment plans may be negotiated between the FRHA and the Pet Owner at the FRHA's discretion. Disputes concerning the amount of such damages are subject to the standard grievance procedures as described in the FRHA Lease Agreement.

XX. VIOLATION OF PET POLICY

Pet Owners who violate these rules are subject to: (a) being required to secure alternate accommodations for the pet within 30 days of notice by FRHA and/or (b) lease termination.

XXI. COMPLAINTS

All tenant complaints regarding pets must be submitted to Management in writing. FRHA shall give no credence to verbal or unsigned complaints. All written complaints regarding Tenant owned pets shall be addressed by the Senior Property Manager or designee. Managers shall fol-

low the standard progressive lease enforcement protocol when following up on tenant complaints or reported violations of this policy.

Upon receipt of a second written pet complaint, the Pet Owner shall be required to enter into an Agreement to Comply with Pet Policy with FRHA. Any subsequent violations of the Pet Policy throughout the agreement's duration shall be considered grounds for termination per Section IX (O) Pet Policy and Section X (C.7) of the Lease Agreement.

Disputes concerning decisions and/or determinations made by FRHA Management as they relate to administration and enforcement of the Pet Policy are subject to the standard grievance procedures as described in the FRHA Lease Agreement.

In extreme cases where a pet's presence on the property presents imminent danger, the complaint process may be circumvented in the interest of public safety.

XXII. TENANT/MANAGEMENT CERTIFICATION

As of the date of signing this policy, the Tenant:

- Has (or intends to adopt) a pet and has been issued the FRHA Pet Permit Application.
- Does not have a pet.

By signing below, both FRHA Management and the Tenant attest that:

- a) The Tenant has received a copy of the FRHA Pet Policy, and
- b) The rules and regulations therein have been explained to the Tenant by Management, and
- c) The Tenant understands and agrees to conform to all rules and regulations of the Pet Policy.

Tenant Signature

Date

Property Manager Signature

Date

APPENDIX: FORMS AND NOTICES

Application for Pet Permit i

Dispensation of Pet Permit Application ii

Manager’s Check-Off List iii

Alternate Caretaker Certification iv

**FALL RIVER HOUSING AUTHORITY
APPLICATION FOR PET PERMIT**

TENANT/PET OWNER INFORMATION

First Name _____ Last Name _____ Phone Number _____

Address/Apt # _____ FRHA Development _____

I am officially requesting permission of the Fall River Housing Authority (FRHA) to house a pet in accordance with the FRHA Pet Policy. I have received a copy of the pet policy, understand all of my rights and obligations, and agree to abide by all of the rules therein. I understand and agree that I will not house a pet until such time as my application for pet permit has been reviewed and formally approved in writing by the Fall River Housing Authority.

Signature of Tenant/Pet Owner _____ Date _____

I am requesting permission to house the following pet: _____
Name of Pet _____

CERTIFICATION OF EVALUATION

(to be completed by veterinarian/animal shelter)

A. ATTENDING VETERINARIAN OR ANIMAL SHELTER

Name of Veterinary Practice or Shelter _____ Phone Number _____

Address _____ City _____ State _____ Zip _____

Name of Vet/Shelter Representative _____ Title _____

B. DESCRIPTION OF PET

Breed _____ Color _____ Approx Age _____

Current Weight _____ Projected Weight _____ Identifying Characteristics _____

C. CERTIFICATION

I have personally evaluated the animal above and to my knowledge this information is accurate.

Signature of Vet/Animal Shelter Representative _____ Date _____

**FALL RIVER HOUSING AUTHORITY
DISPENSATION OF PET PERMIT APPLICATION**

TENANT/PET OWNER INFORMATION

First Name

Last Name

Phone Number

Address/Apt #

FRHA Development

APPLICATION STATUS

Your application for a Pet Permit received on _____ has been (*check one*):
Date of Application

- TENTATIVELY APPROVED***
- APPROVED**
- DENIED based on the following reason(s):**
 - Tenant is not in good standing (Pet Policy, §2)
 - Tenant has a documented history not being a responsible pet owner (Pet Policy, §2)
 - Animal is not considered a "Common Household Pet" (Pet Policy, §3)
 - Animal is classified by authorities as "Dangerous" or a "Nuisance" (Pet Policy, §4)
 - Animal exceeds the maximum size limits for pets (Pet Policy, §6)
 - Tenant has not provided required documentation within 30-day timeframe (Pet Policy, §1)
 - Other: _____

Signature of Property Manager

Date

DOCUMENTS REQUIRED FOR FINAL APPROVAL

You must submit the following to Management within thirty (30) days of date of *Tentative Approval*:

- A color photo and identifying description and name of the pet to be housed.
- The attending veterinarian's name, address, and telephone number.
- Veterinary certificate of spaying or neutering for pets aged 6 months and up
- Rabies, distemper, parvovirus, feline leukemia, and other vaccines, as required by state law and local ordinances.
- Licensing certificates in accord with state and local laws.
- Alternate Care Taker Certification Form, completed and signed
- A Pet Rider or Addendum to the resident's current lease executed by the resident

**FALL RIVER HOUSING AUTHORITY
PET PERMIT APPLICATION - MANAGER'S CHECK LIST**

Please ensure that all documents submitted with Tenant's Application for Pet Permit are complete and all required signatures are present.

- COLOR PET PHOTO**
- VETERINARIAN INFORMATION**

Name of Veterinary Practice or Shelter		Phone Number	
Address	City	State	Zip
Name of Vet/Shelter Representative		Title	

- VACCINE CERTIFICATIONS**
 - Spaying or Neutering
 - Rabies
 - Distemper
 - Others: _____
- CITY OF FALL RIVER ISSUED DOG LICENSE (IF APPLICABLE)**
- PET POLICY AGREEMENT**
- APPLICATION FOR PET PERMIT**
- ALTERNATIVE CARETAKER CERTIFICATION**

**FALL RIVER HOUSING AUTHORITY
ALTERNATE CARETAKER CERTIFICATION**

PET OWNER/TENANT INFORMATION

First Name Last Name Phone Number

Address/Apt # FRHA Development

PET INFORMATION

Pet Name Type of Animal

ALTERNATE CARETAKER INFORMATION

A. PRIMARY ALTERNATE CARETAKER

By signing below, I agree to assume responsibility for the above-mentioned in the event the Pet Owner becomes incapacitated and or not immediately available to care for said pet.

I further agree that while pet is in my care and custody, I will follow all guidelines established in the Fall River Housing Authority Pet Policy.

Printed Name Phone Number

Signature Date

B. SECOND ALTERNATE CARETAKER

By signing below, I agree to assume responsibility for the above-mentioned in the event the Pet Owner becomes incapacitated and or not immediately available to care for said pet.

I further agree that while pet is in my care and custody, I will follow all guidelines established in the Fall River Housing Authority Pet Policy.

Printed Name Phone Number

Signature Date