

LEOMINSTER HOUSING AUTHORITY
ELDERLY/DISABLED HOUSING PET POLICY

Adopted October 21, 2015

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I. GENERAL GUIDELINES

1. Applicability

This policy only applies to the residents of Laurie Drive (667-1), Notre Dame (667-2), Sunset Towers (667-3), LaPierre East (667-4) and Anne O'Connor Village (667-5). Please refer to 760 CMR 6.07: Pet Ownership in Elderly/Handicapped Housing.

2. Statement of Rights

Any tenant who wishes to keep a pet/companion animal will inform management in writing. Management reserves the right to check references for previous pet ownership. If management feels a pet is inappropriate, management will inform the tenant. Permission for a specific pet will not be unreasonably withheld. ***The resident must execute a Waiver*** upon approval of the pet. All pet owners must control their pets via leash, pet carrier or cage.

3. Definition of Pet/Companion Animal

The definition of a pet/companion animal is a domesticated animal of a species that is commonly kept as a household pet in the community. A cat, dog gerbil, or hamster is an example of a domesticated animal which is commonly kept as a household pet. A monkey or snake is an example of an animal which is not commonly kept as a household pet in the community. Reptiles, other than turtles, and birds of prey are not household pets. Pets other than cats, shall have suitable housing (ex. cages or aquariums).

4. Maximum Number of Pets

No resident shall have more than one pet. In the case of fish, there is a limit of one aquarium with a 20-gallon capacity.

5. Waiver on Maximum Number

If any existing tenant (at the time of policy adoption) or a new resident at move-in has more than one pet, the LHA will consider granting a waiver to the maximum number of pets. This waiver is granted at the discretion of the Executive Director and based on the resident's demonstration that the additional pet(s) will not impact the health, safety and quiet enjoyment of their neighbors. When the pet covered by the waiver or the other pet in the household dies or otherwise leaves the unit, the resident is not allowed to replace the animal, but resident must re-apply.

6. Dogs

The LHA does not allow dogs but reasonable accommodation requests for people with disabilities and comfort animals will be considered on a case by case basis. Dogs are limited in weight to 40 pounds. There is no direct relationship between the dogs' size and its desirability as a resident. Consideration of each animal is on individual merit. The LHA will not permit vicious or aggressive dogs.

Due to age and behavioral activities of puppies and kittens, applications for ownership of such young animals shall be more closely reviewed prior to approval.

7. Location of Pet Owners Apartment

Management reserves the right to require dog owners to substitute their apartment for a comparable apartment on a lower floor.

8. Spaying/Neutering Requirements

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. This exception will be at the Executive Director's discretion.

9. Designation of Alternate Pet Caretakers

The resident will designate two (2) people not residing with them as alternate pet care takers. These caretakers must provide written acceptance to assume immediate responsibility for the care of the pet should the owner become incapacitated or die, or if the LHA cannot locate the resident. Both caretakers must acknowledge their acceptance of this responsibility by signing the pet lease addendum.

10. Documentation Requirements

The resident pet owner will be required to provide the Leominster Housing Authority with the following documentation:

- a. A color photograph and a written description of the pet.
- b. The attending veterinarian's name address and telephone number.
- c. Veterinary certificates of spaying or neutering, rabies, distemper, parvovirus, and other inoculations when applicable.
- d. Evidence of proper dog license according to the requirements of the City of Leominster.
- e. The designation of two alternate pet caretakers. Said designation shall include the name, address and telephone number. Both alternates will sign the Pet Lease addendum.
- f. Emergency boarding accommodations.

The resident is required to update this information at least annually. This update will occur during the household's annual income re-verification.

11. Visitor Animals

Any visitors are prohibited from bringing their pets into the building. In the event the resident will be assuming the short term custodial care of a friend's or relative's pet, the pet must register according to this policy. Residents are expressly prohibited from feeding or harboring stray animals.

II. TENANT OBLIGATIONS

1. Pet Care

The resident pet owner is responsible for proper pet care including but not limited to good nutrition, grooming, exercise, flea control, routine veterinary care and yearly inoculations.

2. Identification Tags and Collars

When the resident takes their cat outside the unit, the pet must wear an identification tag and collar, even when in a cat carrier.

3. Pet Waste Clean Up

The resident pet owner is responsible for clean up after the pet within their apartment and anywhere on Leominster Housing Authority property. The resident will carry a "pooper scooper" and a disposable plastic bag when walking their pet. All pet waste will be bagged and disposed. All "kitty litter" boxes must be changed at least once a week. If the pet resides in a high rise this must be double bagged and brought to the lowest floor chute to dispose of no heavier than five (5) pounds. ***No pet waste shall be disposed of with the normal household trash including disposal in the building trash chutes, in buildings so equipped. This includes but is not limited to toilets and sinks.***

a. Pet blankets and bedding are not to be cleaned or washed in the laundry room for hygiene reasons.

4. Maintenance of Resident's Unit

The resident pet owner will keep the unit and its porch/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. The pet will be restrained and prevented from gnawing, chewing, scratching or otherwise defacing the unit's: doors, walls, windows and floor coverings, other units and common areas, and the shrubs and landscaping of the facility.

5. Tying Up Pets

Pets are not to be tied up outside the building or on the resident's balcony, patio, deck or porch at any time.

6. Unit Alterations

The resident will make no alteration to their unit, patio or interior or exterior building area to create an enclosure for their pet.

7. Use of Leash and/or Restraint of Pets

Pets must be restrained ***at all times*** when outside their apartment on Leominster Housing Authority property. Within the building hallways and common areas, the pet must be

restrained by a short leash (the hand of the person accompanying the pet shall hold a leash within four inches of the collar or the pet must be carried while entering or exiting the building). No pet shall be loose in the hallways, elevators, community rooms and other development common areas.

8. Noise, Health and Quiet Enjoyment

Resident pets will not be allowed to disturb the health, safety and quiet enjoyment of other building residents. A pet should not create a nuisance to neighbors with excessive barking, whining, meowing, chirping or other unruly behavior. Pets are not permitted in the community rooms, lobbies and laundry rooms unless exiting or entering the building, and unless a resident has a reasonable accommodation for use of a service animal.

9. Unit Inspections

Pet owners will allow inspections to determine if their pet and unit are receiving proper care. The Authority may conduct such routine inspections on a quarterly basis. If the companion animal/service dog and the unit are properly cared for, the frequency of inspections may be reduced. Reduction is at the sole discretion of the Authority and in no case will inspections be reduced to less than one per year. However, inspections may also be increased at the manager's discretion. The Authority may also make pet unit inspections under the following conditions:

- a. When management has received a complaint on the conduct of the pet or the condition of the unit.
- b. If management has reasonable grounds to believe that a nuisance or threat to the health and safety of the building residents exists.

10. Notice of Unit Inspection

According to the applicable lease provisions, management will give the pet owner twenty-four hour notice of entry. If management believes there is an immediate threat to the health and safety of the resident, the resident pet or the other occupants of the building they may enter immediately.

III. MANAGEMENT RESPONSIBILITIES

1. Posting of Policy and other Instructions

Management will post this policy and the development of specific rules for pet waste disposal in a prominent place in each building.

2. Enforcement of Policy

Management will enforce the provisions of this policy in a fair and just manner and non-compliance with this policy exposes the resident to possible termination of their tenancy.

IV. PET DEPOSIT AND OTHER FEES

1. Amount of Deposit

A deposit is required of each pet owner. This deposit will be one month's rent or one hundred and sixty dollars (\$160.00), whichever is less. The resident is not required to pay all of the deposit before bringing a pet into the development. If the resident does not pay the full deposit, they will make a down payment of forty dollars (\$40.00) and three monthly installments of forty dollars (\$40.00) until the full deposit has accumulated. Failure to pay the full deposit is considered a violation of this policy and exposes the resident to possible termination of their tenancy. In accordance with applicable Massachusetts law, the pet deposit is considered a security deposit. Rental unit damages will be assessed.

2. Return of Deposit

The pet deposit will be refunded at the time the resident vacates the unit or relinquishes ownership of the pet. The refund of the full deposit is contingent on there being no pet related damage in the apartment. Sums necessary to repair pet related damage will be deducted from the amount of the deposit returned to the resident.

3. Charge to Clean Up After a Pet

If the resident fails to clean up after their pet, the LHA will assess a twenty-five dollar (\$25.00) fee to clean up pet waste. Failure to pay a cleanup charge is a violation of this policy and exposes the resident to possible tenancy termination.

V. PET OWNER LIABILITY

1. Repair of Damage

The resident is responsible for the cost of repair or replacement of areas damaged by their pet.

2. Cleaning, Deodorizing and Sanitizing

The resident is responsible for the cleaning, deodorization and sanitizing of carpeting and other floor coverings in the unit. Treatment will be as necessary and required by the presence of the pet.

3. Cost of Damage

Charges for damage will include the cost of both materials and labor. Payment plans for the cost of damage may be negotiated with the Housing Manager with the approval of the Executive Director.

4. Disputes Concerning Damages

Any pet damage charge disputes are appealed to the Executive Director. If unresolved by the Executive Director, further appeals go the LHA Grievance Panel.

5. Insurance

The pet owner is encouraged, but not required to secure liability insurance to protect themselves against any pet related litigation and other costs.

VI. PROTECTION OF PET

1. Emergency Care Card & Posting of Information

The resident is required to carry with them at all times a card that names the pet's veterinarian and emergency caretakers. In addition, the resident is required to post this emergency pet information in their unit on the back of an upper kitchen cabinet door. During the sudden illness of the resident, this information will allow the authorities to arrange for the immediate care of the resident's pet.

2. Leaving the Pet Unattended

No pet is to remain unattended, without proper care for more than twenty-four (24) hours. In the case of a dog, the unattended period will be no more than twelve (12) hours.

3. Notification of Pet Caretaker

In the event the health and safety of the pet is threatened during the owner's absence, sudden illness, hospitalization or death, the LHA will attempt to contact both alternate pet caretakers to assume responsibility for the pet.

4. If No Other Aid Is Available

Lacking any other source of aid, the LHA may enter the apartment and take custody of the pet. The LHA will arrange for pet care to protect the pet. The funds for the cost of this care will come from the resident's pet deposit. At the end of the ten-day (10) period the LHA will contact the local animal shelter for the disposition of the pet.

5. In Absence of the Pet Caretaker

In the absence or unwillingness of the pet caretaker to assume responsibility, the LHA will contact the Massachusetts Society for the Prevention of Cruelty to Animals or other area humane society's to take care and custody of the animal.

**LEOMINSTER HOUSING AUTHORITY
PET APPLICATION/UPDATE FORM**

This form must be completed at the time of a resident's initial request to keep a pet and then annually during the re-verification of household income period.

The completion and submission of this form, along with the required documentation, is the following resident's request to keep a pet as a member of the household:

Name: _____

Address: _____ Apt. No. _____

DESCRIPTION OF PET

Please provide a brief written description of your pet in the space provided (example: male, brown and white border collie, standing 24 inches high at shoulder, weight 30 pounds, 3 years old)

PET CARETAKERS (Resident must list two people)

Please designate two (2) people not residing with you as alternate pet caretakers. These caretakers must be willing to assume immediate responsibility for the care of your pet if you become incapacitated or cannot be located when there is a problem with your pet. Both caretakers must acknowledge their acceptance of this responsibility by signing the pet lease addendum.

Caretaker 1: _____

Address: _____

Telephone #: _____

Relationship to Resident: _____

Caretaker 2: _____

Address: _____

Telephone #: _____

Relationship to Resident: _____

Reason for Pet: _____

Pet Experience: _____

VETERINARIAN

Please identify the veterinarian that you would like your pet taken to for emergency care if you are unavailable. If the LHA has questions concerning my pet's care, spaying/neutering or immunizations, then they may contact my veterinarian directly. My signature on this form will serve as a release to allow my veterinarian to speak to the LHA.

Vet's Name: _____

Address: _____

Telephone #: _____

EMERGENCY BOARDING ACCOMMODATIONS

Please identify your preference for the emergency boarding (kennel) of your pet in the event that you and your emergency pet caretakers are unavailable and the pet must be removed from your apartment. This information is optional, if you do not designate a boarding accommodation the LHA will arrange a placement for your pet.

Boarder's Name: _____

Address: _____

Telephone #: _____

ADDITIONAL INFORMATION

Please attach the following additional information to this application:

- a. A recent color photograph of the pet.
- b. Veterinary certificates of spaying or neutering, rabies, distemper, parvovirus, feline and other inoculations when applicable.
- c. Evidence of proper dog license according to the requirements of the City of Leominster.

CERTIFICATION

I acknowledge that this submitted information is true and accurate and that I have received and read a copy of the LHA Elderly Housing Pet Policy, Adopted _____.

Signature: _____

Date: _____

LEOMINSTER HOUSING AUTHORITY PET ADDENDUM TO LEASE

This is a pet addendum to a lease between the Leominster Housing Authority (LHA) and the following named resident:

Name: _____

Address: _____

This rider is made part of a lease between the LHA and the resident entered into on:

Date of Original Lease _____

1. Both parties acknowledge that the resident has received and read a copy of the "Leominster Housing Authority, Elderly/Disabled Housing Pet Policy, Adopted September 16, 2015."
2. The resident shall keep their pet in a responsible manner and provide for the pet's proper care.
3. The resident shall be liable for any damages or injury caused by their pet. If the resident's pet deposit is not sufficient to cover any pet damage then they will either pay the cost of damages or enter into a repayment agreement to pay the difference and replace the pet deposit.
4. The resident will provide the LHA with the following:
 - a. A color photograph and written description of pet.
 - b. The 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. Evidence of City of Leominster dog license.
 - e. Designation of two alternate pet caretakers including the name, address and telephone number. Both alternates will sign this Pet Lease addendum.
 - f. Emergency boarding accommodations.

PET CARETAKERS (Resident must list two people)

Name 1: _____

Address: _____

Telephone #: _____

Relationship to Resident: _____

Name 2: _____

Address: _____

Telephone #: _____

Relationship to Resident: _____

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VETERINARIAN

Name _____

Address: _____

Telephone #: _____

EMERGENCY BOARDING ACCOMMODATIONS

Name _____

Address: _____

Telephone #: _____

5. Resident will keep their pet in accordance with the cleanliness standards of the development.
6. Resident pet owner is responsible for clean up after the pet within their apartment and anywhere on Leominster Housing Authority property. Resident will carry a "pooper scooper" and a disposable plastic bag when walking their pet. All pet waste will be double bagged and disposed of as stated in the Pet Policy All "kitty litter" boxes must be changed at least once a week. No pet waste shall be disposed of with the normal household trash including disposal in the building trash chutes, in buildings so equipped.
7. No pet is to remain unattended, without proper care for more than twenty-four (24) hours. In the case of a dog, the unattended period will be no more than twelve (12) hours.
8. Non-compliance shall be sufficient cause for termination of the residential lease.
9. Resident will review and update all information required by the LHA Pet Policy annually. The resident is also responsible for informing the LHA of any interim changes.
10. The pet owner agrees to abide by each rule enumerated in the Pet Policy as outlined above, and incorporated by reference and non compliance with this policy shall be sufficient cause for termination of the residential lease to which this rider is attached.

This addendum is executed this _____ day of _____, 20____, by the following:

Resident: _____

Emergency Caretaker No. 1 _____

Emergency Caretaker No. 2 _____

LHA Representative: _____