

MIDDLEBOROUGH HOUSING AUTHORITY

PET POLICY

1. Any resident who is interested in owning and/or maintaining a common household pet in his/her unit will inform Management, in writing, prior to housing a pet on the Authority's property. Management reserves the right to check references for previous pet ownership. If management feels a pet is inappropriate, management will inform resident. Permission for a specific pet will not be unreasonably withheld. To obtain approval, a resident must first submit an "Application for Pet Waiver" at the management office, which will include among other things, information concerning the size and type of pet intended for ownership by the resident. The manager will provide the resident with a copy of the Authority's Pet Policy and will review all of the rules and regulations listed therein with the resident. Upon reviewing these requirements, the resident will be requested to sign the Pet Rider and agree to abide by all the rules listed in the Pet Policy and those town ordinances applicable to the ownership and care of a pet.
2. A companion animal will be defined as a common household pet such as a dog, cat, bird, guinea pig, gerbil, hamster, rabbit, or fish. Exotic animals such as reptiles (iguanas, ferrets, snakes, etc.) and birds of prey are not household pets. Pets, other than cats and dogs, shall have suitable housing, e.g. cages or aquariums.
3. There will be no more than one pet allowed in each 667 elderly/disabled housing unit - limited to one cat, one dog or one caged mammal. A maximum of two birds may be permitted and in the case of fish, no more than one aquarium with a 20 gallon capacity shall be allowed. There will be no pets allowed at the family development other than birds and fish.
4. The mature size of all dogs is limited to a weight not to exceed 40 pounds. The size of a dog is not directly related to its desirability as a resident. Each animal shall be taken into consideration for its individual merit, based upon the facilities available.
5. Dogs of vicious or aggressive disposition will not be permitted. The Center for Disease Control lists the following dogs as the 10 Most Dangerous: Pit bulls, Rottweilers, German Shepherds, Huskies, Alaskan Malamutes, Doberman Pinschers, Chow Chows, Great Danes, St. Bernard's and Akita's. Applications for these dogs will be more closely reviewed prior to approval. 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.
6. All female dogs over the age of six months and all female cats over the age of six months must be spayed. All male dogs over the age of six months and all male cats over the age of six 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.
7. Management reserves the right to require dog owners to relocate to a comparable unit on the ground floor of their building based upon written complaints concerning: 1) the behavior of the dog in the common areas or hallways; or 2) the documented medical conditions of residents affected by the presence of the dog.

8. Residents are expressly prohibited from feeding or harboring stray animals. The feeding or harboring of a stray animal shall constitute having a pet without the approval of the Authority.

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 be properly disposed of. 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, community 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. Litter boxes are not to be located in any interior or exterior common areas.

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, there is a reasonable basis to believe that pets and/or units are not being cared for properly or that undue damage to the apartment has been done by a pet.

13. The resident is responsible for providing management with the following information and documents which are to be kept on file in the tenant's folder:

- 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 combination, parvovirus, feline VRC, feline leukemia testing and other inoculations, when applicable;
- d) dog licensing certificates in accordance with local and state law;
- 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 by signing the Lease Pet Rider, acknowledging their responsibilities as specified;
- f) emergency boarding accommodations;
- g) For overnight or short term pet care (visiting), pets shall be registered with management and follow the pet rules and regulations;

14. When a pet passes away, the remains cannot be interred on housing authority property.

Each pet owner resident is responsible for notifying the Authority, in writing, of any change in the information initially provided in the "Application for Pet Waiver" and the verifying documentation submitted to the Authority as a condition of its approval. In particular, resident must submit to the Authority on an annual basis written verification of compliance with all applicable spaying, neutering, inoculation and registration requirements.

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. NOTE: At this time, although it is subject to change, the pet deposit fee is not being collected and is waived at lease-up. Upon each annual inspection and at the exit inspection, determination will be made of any pet damage to the unit. If there is damage, then repair costs will be assessed.

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.
- 1. 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.
- 4. Per DHCD's regulations, MHA may require pet owners to secure renters insurance which includes personal liability and indemnify the LHA against pet-related litigation or attorneys' fees as a condition of pet ownership.

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.
- 2. 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 rider attached to the lease. Termination of Lease proceedings may also be instituted if the pet owner has been warned three times by the Pet Committee.

I, the undersigned, have read, understand and agree by the Pet Policy of the Middleborough Housing Authority.

Tenant Name

Date

Apt. #

Approved: September 17, 2008
Reviewed: October 19, 2016

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: _____

VETERINARIAN:

NAME: _____

ADDRESS: _____

TELEPHONE: _____

4. If resident is unable to provide the name of a pet caretaker he/she will provide details of other arrangements which have been made for the proper care of the pet.

5. The pet owner agrees to abide by each rule enumerated in the Pet Guidelines as outlined above, attached hereto, and incorporated by reference, and further agrees to abide by any decision of the Middleboro Housing Authority should a complaint arise. Said hearing by the Middleboro Housing Authority shall satisfy the hearing requirement for any disputes arising on lease provisions, pursuant to current State Lease Provisions

6. Non-compliance with the decision of the Pet Grievance Panel shall be sufficient cause for termination of the residential lease to which this rider is attached.

7. It is the pet owner's responsibility to update the information listed in item 3.

(Tenant)

(Date)

(Middleborough Housing Authority)

(Date)

PET OWNERSHIP
CHECKLIST

The resident is responsible for providing the Middleboro Housing Authority with the following information and documents, which are to be kept on file in the housing authority office:

	A color photo and identifying description of the pet.
	Attending veterinarian's name, address and telephone number.
	Veterinary certificates of spaying or neutering, rabies, distemper combination, parvovirus, feline VRC, feline leukemia testing and other inoculations, when applicable.
	Dog licensing certificates in accordance with local and state law.
	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 by signing the Lease Pet Rider, acknowledging their responsibilities as specified.
	Emergency boarding accommodations
	For overnight or short-term pet care (visiting), pets shall be registered with management and follow the pet rules and regulations.

Each pet owner resident is responsible for notifying the Authority, in writing, of any changes in the information initially provided in the "Application of Pet Waiver" and the verifying documentation submitted to the Authority as a condition of its approval. In particular, resident must submit to the Authority on an annual basis written verification of compliance with all applicable spaying, neutering, and inoculation and registration requirements.

NAME: _____

ADDRESS: _____

I, _____, state that my pet _____, named _____

has been (spayed) (neutered) prior to my ownership.

Signature

Date

Notary Public

My commission expires: