

Boston Housing Authority
Elderly & Disabled Housing Program
Pet Policy

October 1, 2000

INTRODUCTION

These Rules govern the registration, keeping and conduct of pets in BHA Elderly and Disabled Developments. In addition, these rules describe the procedures required to secure approval for a BHA resident to keep a pet in Elderly and Disabled Developments. These rules do not apply to Assistive Animals, except as indicated below.

Residents maintaining pet(s) in their apartment, with the prior consent of Management, on or before the date of the adoption of this policy, may retain their pet(s) for the lifetime of the pet(s). However, within thirty days after the adoption of this policy, the resident must complete an application and provide all documentation as required; and the resident must continue to maintain the pet in accordance with the provisions of this policy. All aspects of this pet policy shall apply to pets currently kept by residents with the exception of:

- The limitation on the number of pets, if a larger number has previously been approved by Management.
- The mature size of the animal, which may exceed 40 pounds.

Assistive Animals which provide assistance, service, and support to a disabled individual and which is needed as a reasonable accommodation to such individual with disabilities (such as guide dogs for the sight and hearing impaired) will only be required to adhere to the rules in Section C of this policy

Any resident wishing to obtain a new pet, or any new resident prior to moving in with a pet, must complete an application and obtain approval from Management.

A. GENERAL INFORMATION

1. This policy applies to all residents in Boston Housing Authority (BHA) developments for the Elderly and Disabled, with certain exceptions for residents requiring the use of Assistive Animals, which are not considered pets.
2. Residents must obtain the prior approval of the BHA before moving a pet into their apartment by completing an application form available in the management office.

3. Pet ownership shall be limited to common household pets, which shall be defined to include only dogs, cats, birds commonly kept as pets, tropical fish, frogs, iguanas and turtles kept in aquariums and no other species of animal.
4. Visitors with pets will not be allowed on the premises, with the exception of Assistive Animals. Residents may not temporarily care for pets of friends or relatives in their apartments.

B. TYPES AND NUMBER OF PETS

1. BHA will allow only domesticated dogs, cats, birds and tropical fish, iguanas, frogs and turtles in aquariums.
2. All dogs and cats over six months of age must be neutered unless certification by a veterinarian indicates that the procedure would jeopardize the medical well being of the pet.
3. A maximum of one (1) cat or one (1) dog is allowed per apartment. No resident shall have more than two birds. No resident shall have more than one aquarium, which shall not have a capacity of more than 20 gallons. A reasonable number of fish or animals suitable for keeping in an aquarium will be permitted. A resident may have a birdcage and an aquarium. Any resident who has a dog or a cat may, in addition, have either an aquarium or a bird but not both. For example you may have a poodle and a canary or a Siamese cat and a canary or a poodle and an aquarium.
4. Pets of a vicious or aggressive disposition will not be permitted. The following breeds of dogs shall not be allowed: Doberman Pinscher, Pit Bull, German Shepherd or Rottweiler; and any mixed-breed dog with identifiable characteristics specific to one of the above breeds which indicate that the dog is partially descended from a dog of one of the above-named breeds. Any animal deemed by management to be potentially harmful to the health or safety of others, including attack or fight-trained dogs, will not be approved.
5. No animal may exceed forty (40) pounds in weight or twenty inches in height at maturity.
6. All offspring of any pet birth, except a reasonable number of fish or animals suitable to be kept in an aquarium with a maximum 20-gallon size, must be removed from the owner's apartment within ten (10) weeks after birth. Alternatively, the owner may keep one offspring and remove the parent pet and all other offspring within 10 weeks after birth. In the event there are offspring, and the parent animal is retained, the owner shall be required to have the pet neutered as soon as practical after the first birth.

C. RULES

1. Pets shall not be allowed outside of residents' apartments, or permitted in common areas of the development except as follows:
 - ❑ Dogs, while leashed or in an appropriate animal transport container, when going to or from the apartment to be exercised or for other reasons.
 - ❑ Cats or other permitted animals or fish, in appropriate transport containers, when going to and from the veterinarian or for another reason is being moved from the apartment or back to the apartment.
2. All owners of dogs shall be required to comply with the terms of Boston Ordinance Title 14, Section 245 requiring dogs to be on leashes when in public areas, including common areas of the public housing development and Boston Ordinance Title 14, Section 291, requiring that dogs' waste be removed from public or private property.
3. Birds shall be maintained in appropriately constructed cages at all times.
4. The resident will restrain and prevent the pet from gnawing, chewing, scratching or otherwise defacing doors, walls, windows and floor coverings and other fixtures of the resident's apartment and common areas, and from causing damage to apartments and common areas.
5. Residents will not allow pets to disturb the health, safety, rights, comfort or quiet enjoyment of other residents. Repeated, substantiated complaints from other residents, neighbors or BHA personnel regarding pets disturbing the peaceful enjoyment of the premises through noise, smell, animal waste or other nuisance, will result in the resident having to remove the pet or face the consequences of a lease violation, described in Section F of this policy.
6. The resident shall be held liable and charged for the following items :
 - ❑ Repairing or replacing damaged areas of the exterior or interior doors, walls, floor coverings and fixtures in the apartment, common areas or other areas, including other apartments, damaged by the resident's pet;
 - ❑ Cleaning, deodorizing and sanitizing carpeting and other floor coverings in the apartment or common areas as necessitated by the presence of the pet;
 - ❑ Short and long term pet care or disposition necessitated by the inability or unwillingness of the resident or the resident's designated caretaker (as noted in application) to assume responsibility for the pet.
 - ❑ Any pet related insect infestation. The BHA reserves the right to exterminate and charge the resident. Charges for pet-caused damage will include materials and labor and will be posted in each management office.
7. In the event that a pet is left alone in an unoccupied apartment, due to vacation, illness or other absence of the resident, and is not being properly cared for, Management shall attempt to contact the resident or the resident's emergency contact to remove the animal. If this is not successful, the manager may have the

pet removed, at the expense of the resident, to an appropriate animal shelter. This action will be taken as expeditiously as possible to prevent harm to the apartment, other residents or the animal. The manager shall record all such actions taken in the resident's file.

8. The presence of a pet may not interfere with the routine pest extermination of the apartment. The resident is responsible for removing or otherwise protecting pets every time extermination is scheduled.
9. All residents shall be fully and solely responsible for disposal of pet waste, both inside and outside of their apartment. Disposal must be made only by placing the pet waste in a sealed plastic bag and placing the bag in a dumpster or other place designated by the manager at the development. If pet owners do not properly dispose of pet waste they shall be required to reimburse the housing authority for any expense involved in providing alternate waste disposal. Repeated failure by a resident to take responsibility for waste disposal shall be deemed a violation of the resident's obligations under the terms and conditions of his/her lease even if the resident has paid any charges involved. Failure to pick up pet waste in common areas will result in a twenty-five (\$25.00) pet waste removal charge per occurrence.
10. Residents who are unable to care for a pet on their own may appoint a "Designated Pet Caretaker" to assist them. In this case, the resident must identify the person(s) on the application form as noted below and update it at the time of the annual recertification or more frequently, as necessary.

D. APPLICATION TO MAINTAIN PETS

1. In order to keep a pet on BHA property, a resident must submit an application. Any application by a resident for pet ownership must be presented to the manager of the resident's development in writing. The resident shall provide, and management shall check, references for previous pet ownership, if any, of the resident and for prior history of the specific pet, if applicable and available. If the resident has appointed one or more "Designated Pet Caretakers" the Manager shall check that person's references as well. The manager shall decide on the application within thirty (30) days from the date of submission. The manager may deny the application if the manager determines that the resident is unable to abide by these Rules or if the proposed pet does not meet the requirements of the Rules. Any denial of an application for pet ownership shall be provided in writing and shall specify the reasons for the denial.
2. At the time of initial application, the resident is responsible for providing management with the following information and documents, which will be kept on file in the resident's folder:
 - o The pet's attending veterinarian's name, address and telephone number if applicable;

- o In the case of a dog or cat, Veterinary certificates of spaying or neutering (unless a veterinarian has certified that the procedure would jeopardize the medical well being of the pet, rabies, distemper, parvovirus, feline leukemia, rabies vaccination and other inoculations, including all vaccinations and inoculations required by law.
 - o In the case of a dog, a copy of a current City of Boston license.
 - o If a pet owner cannot comply with any of the above, they shall present to the management a document prepared by a veterinarian stating the reason for non-compliance.
 - o The resident must update the above information at least annually at the time of the annual re-certification of resident income.
3. All residents of and applicants for the Elderly & Disabled Housing Program who desire to own common household pets, as defined in this document, will be required to demonstrate, to the satisfaction of the housing authority:
- o That they are capable of providing sufficient control, maintenance and care for their pet, so as to protect the health of the resident and the pet, maintain the habitable condition of the apartment and prevent the creation of a nuisance, unsanitary condition, or threat to the health and safety of the public housing community; and
 - o That they are able to comply with the provision for disposal of pet waste set forth in these rules.
4. If it is found, in the judgement of the housing authority, that an applicant has failed to satisfy any of the above standards for pet ownership, the applicant will be declared ineligible for housing on the basis of ownership of his pet unless he or she agrees to accept housing without keeping a pet in his or her apartment.
5. A resident will be required to divest himself or herself of ownership of his or her pet upon receipt of appropriate notice from the housing authority that it has found that he or she has failed to satisfy any of the above standards. Failure to do so will be construed as a violation of the resident's obligations under the terms and condition of his/her lease.

E. LEASE ENFORCEMENT AND EVICTION POLICY FOR UNAUTHORIZED PETS OR OTHER VIOLATIONS OF THIS POLICY

1. All lease enforcement and eviction actions taken as a result of this policy shall comply with the BHA's Lease and Grievance Procedures.
2. In addition to failure to comply with the lease under paragraph D5 above, if the housing authority, through the development manager, determines that the presence of a pet constitutes a risk of damage to BHA property or creates a threat to the health and safety of any member of the public housing community, including residents, household members, guests and/or employees, the housing authority may require the removal of the resident's pet upon 48 hours written notice. Failure to comply with this notice shall be deemed a violation of the resident's lease obligations. Any violation shall give rise to all appropriate remedies under the lease, including institution of eviction proceedings. In the case of a vicious dog, the housing authority may make a complaint to the City of Boston, Dog Control Unit.
3. After an unauthorized pet has been seen, a letter of violation will be given to the resident. This letter shall state that a resident must remove his/her pet within seven (7) days or eviction proceedings will commence. Seven days after this letter is given to the resident, the manager will inspect the apartment and verify whether or not the pet is gone.
4. If the resident still has the pet or has not otherwise responded to the seven-day letter, he/she will be served with a private conference notification. If he/she fails to respond to the private conference, a 30-day notice to quit will be issued. If the resident responds, at the conference the resident must agree to correct the lease violation, provide alternative evidence and/or explanations, already have corrected the problem or follow the procedures in this policy to apply to have a pet. The manager shall follow up to verify that the resident has removed the pet within a week or otherwise complied with this policy. Should the resident refuse to comply or if he/she has been a repeated offender of the pet policy, the manager will proceed with eviction.