

Boston Housing Authority
Pet Policy and Rules
For Family State and Federal Developments

INTRODUCTION

This policy establishes the rules and conditions under which a pet may be kept in Boston Housing Authority (“BHA”) family developments. The primary purpose of these rules is to establish reasonable requirements for the keeping of common household pets in order to provide a decent, safe and sanitary environment for existing and prospective tenants, BHA employees and the public, and to preserve the physical condition of BHA property.

Under 24 CRF §960.705, this policy does not apply to Assistive Animals that reside in public housing or that visit Boston Housing Authority properties. It does not limit or impair the rights of persons with disabilities, or affect any authority the Boston Housing Authority has under other legal provisions to regulate animals that assist persons with disabilities.

Individual developments may designate selected common areas as no-pet areas, provided that the rules governing these areas are reasonable and do not conflict with any Federal, State or local law or regulation governing the owning and keeping of pets in dwelling accommodations (apartments), and the essential terms of this policy.

Violations of this policy shall be considered a violation of a material term of the lease. The development manager may require the removal of a pet upon violation of these rules, or may commence eviction procedures. The appeal procedures that apply to other eviction actions, including the right to a grievance hearing, shall apply to violations of these rules.

Any animal found in BHA-owned or managed outdoor or common areas without a proper license, tags and restraint shall be reported to the City of Boston Animal Control Unit or other applicable authority for its removal.

DEFINITIONS

Pet – a domesticated animal of a species that is commonly kept as a household pet in the community. A cat, dog, or canary is an example of a domesticated animal that is commonly kept as a household pet. A monkey, snake or spider is an example of an animal that is not commonly kept as a household pet in the community.

Assistive Animal – an animal which provides assistance, service, or support to a person with disabilities and which is needed as a reasonable accommodation to such individual

with disabilities (for example, a dog guiding an individual with impaired vision or alerting an individual with impaired hearing). An Assistive Animal shall be counted in the number of pets kept in a household.

TYPES AND NUMBER OF PETS ALLOWED

1. A maximum of two pets: a cat or a dog, and either a caged bird or birds, or a fish tank not to exceed 20-gallons will be allowed in studio, one- and two-bedroom apartments. However, in place of the fish tank or the bird cage an animal cage of equivalent size housing a reasonable number of hamsters, guinea pigs, ferrets or gerbils may be kept. A maximum of three pets: a cat or a dog, a caged bird or birds, and a maximum 20-gallon fish tank will be allowed in apartments of three bedrooms or more. Again, in place of the fish tank or the bird cage an animal cage of equivalent size housing a reasonable number of hamsters, guinea pigs, ferrets or gerbils may be kept. A reasonable number of fish or other animals appropriately kept in an aquarium (such as a frog or iguana) will be permitted in a maximum 20-gallon fish tank. A reasonable number shall be the number of animals or fish that may be kept in a similarly sized cage or tank as recommended by a veterinarian.

Tenants who own more than the number of pets permitted at the time this policy is implemented may keep those pets as long as they were kept in compliance with a preexisting pet policy for their development. This exception applies only to the currently owned pets; therefore when one currently-owned pet leaves the household, the resident may not replace the pet but must comply with the new policy.

2. Only domesticated, common household pets will be allowed. Pets of vicious or aggressive disposition deemed by management to be potentially harmful to the health and safety of others are prohibited.
3. Livestock, poisonous reptiles, amphibians or fish, rodents except for hamsters, guinea pigs or gerbils, snakes, birds of prey, insects, and arachnids are strictly prohibited. Also prohibited are Doberman Pinschers, Pit Bulls, Rotweillers and any mixed breed dog with identifiable characteristics specific to one of these breeds. Currently owned pets of these breeds or types will not be permitted to stay.

No pet will be permitted which is expected to exceed 50 pounds in weight at maturity. All dogs and cats over the age of 6 months must be spayed or neutered unless the resident provides a certification from a licensed veterinarian that such procedure would jeopardize the medical well being of the pet.

PET OWNERSHIP RULES

1. A tenant who desires to acquire a new pet, keep an existing pet or add any new pet in a manner consistent with these rules must apply in writing at their development management office on the appropriate form provided by the BHA. The form shall be available at the management office. The tenant shall provide with the application: (a) an identifying description of the pet accompanied by a photograph if the pet is a dog, (b) certificates of spaying or neutering of dogs and cats and the inoculations required by law, (c) in the case of a dog, a copy of the current license required by law, (d) the name and phone number of a contact person who can be called upon to care for the pet in an emergency, and (e) a non-refundable pet ownership fee of twenty-five dollars (\$25) in the form of a money order or bank check made payable to the Boston Housing Authority.

A tenant who wishes to keep a currently owned pet must provide the information listed above if he or she was not previously required to do so. No pet ownership fee will be required of residents who are registering currently owned pet that were in compliance with any development pet policy.

2. The tenant shall be responsible for proper care, including but not limited to flea control, yearly inoculations (certifications of which must be presented to the manager), and compliance with all applicable state and federal statutes, City ordinances, and all Authority rules and regulations.
3. The tenant shall keep the apartment and surrounding areas free of pet odors, insect infestation, waste and litter and maintain the apartment in sanitary condition at all times.
4. The tenant shall be responsible to clean up after their pet anywhere on BHA property including carrying a “pooper scooper” and disposable plastic bag any time the pet is outside the apartment. Pet waste shall be bagged and disposed of in appropriate trash receptacles. Pet waste or pet litter shall not be deposited in the toilet.
5. The tenant shall keep his/her pet inside the apartment at all times except for transportation on and off BHA property and daily walks for dogs. When outside the apartment, dogs must be controlled on a leash. Other pets shall be in suitable portable cages when outside the apartment. No animal shall be tied or chained outside the apartment.
6. Dogs and cats shall wear a collar with a tag identifying the pet and its owner, with name, address and telephone number. This tag shall be required in addition to license, rabies vaccination and any other tag required by law.

7. The tenant shall pay promptly, upon receipt of a bill, for the cost of all materials and/or labor for repair of any damage caused by their pet.
8. The tenant shall be responsible for any pet-related insect infestation and shall pay promptly, upon receipt of the bill, for all materials and/or labor used for necessary extermination.
9. No pet is to remain unattended, without proper care, for more than 24 hours. The tenant shall designate one or more persons as an emergency contact that can tend to the pet if the tenant is unable to do so. In instances where a pet appears to have been abandoned for more than 24 hours, and an emergency contact cannot be located, the Management shall report the matter to the Massachusetts Society for the Prevention of Cruelty to Animals or other applicable authority for its removal. If necessary, Management will enter the apartment, as in an emergency, to rescue the animal.
10. The tenant shall be responsible for insuring that the rights of other tenants to peace and quiet enjoyment, health, and/or safety are not infringed upon or diminished by his/her pet's noise, odors, wastes, or other nuisance.
11. The tenant shall be responsible for disposing of pet remains in accordance with Federal, State, and local laws, rules and regulations.
12. The tenant shall allow the BHA to inspect their unit as required to ensure compliance with these rules.
13. A copy of these rules shall be given to every resident who registers a pet and additional copies will be available at the management office at each development.
14. The development manager shall be responsible for maintaining records required by this policy including all pertinent pet-related information and documents supplied by tenants, periodic unit inspections, investigation of complaints regarding pets, billing for damages caused by pets and scheduling of repairs required because of pet action.
15. All complaints by other tenants or BHA personnel regarding pets shall be referred to the development manager.
16. These rules may be amended from time to time by the BHA pursuant to BHA policy and in compliance with all relevant statutes and regulations.
17. Residents are prohibited from feeding or harboring stray animals. Feeding or harboring a stray animal shall constitute keeping an animal without approval of the BHA.

18. Residents shall not alter their apartment, patio or other area on BHA property to create an enclosure for a pet.
19. Residents are entitled to request a grievance hearing pursuant to the BHA Grievance Procedure with regard to any dispute they may have with the BHA arising under this policy. Applicants are entitled to request review if they disagree with a BHA decision under this policy pursuant to the procedures of the BHA Applicant Review Procedure.

DETERMINATION OF NO-PET ZONES

Individual developments may establish reasonable no-pet zones in areas such as playgrounds or other common areas with the approval of the Manager, local tenant task force, and Regional Manager. BHA shall post such areas as no-pet zones.

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

1. All lease enforcement and/or eviction actions taken as a result of this policy shall comply with the BHA's Lease and Grievance Procedures.
2. All violations of this pet policy shall be dealt with as a material violation of the lease and appropriate lease enforcement actions up to and including eviction shall be taken. In addition 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, BHA 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 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 the 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 7-day letter, the resident will be served with notice of a private conference. If the resident 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 that the violation has not taken place, 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 or otherwise complied with this policy. Should the resident refuse to comply or if s/he has been a repeat offender of the Pet Policy, the manager will proceed with eviction.

5. An applicant who rejects an offer of housing because of a refusal to comply with the pet policy will not be allowed to apply for a “good cause” exception. All applicants are subject to the pet policy and may not move in with a pet that is not in compliance with that policy.

