

SOMERVILLE HOUSING AUTHORITY PET POLICY AND PROCEDURES

The purpose of the Pet Policy (hereinafter “policy”) is to establish rules and guidelines regulating the keeping of “common household pets” in the Somerville Housing Authority (SHA).

Management must approve of any pet except for caged birds and fish. A service animal which is specially trained to assist an individual with a disability in specific activities of daily living (for example, a dog guiding individuals with impaired vision or alerting individuals with impaired hearing) is not considered a pet for which permission to keep is required. When it is kept in a safe and sanitary manner by an individual with a disability to whom the animal gives necessary assistance in activities of daily living, a service animal shall be considered a pet in computing the number of pets kept.

For this policy an example of a “common household pet” includes domesticated animals such as dogs, cats, birds, hamster, gerbil, fish, or turtles. A monkey or snake is an example of an animal that is not a “common household pet” (hereinafter “pet”).

This policy provides that the SHA will not prohibit an elderly or disabled resident from owning and/or keeping a common household pet in their dwelling unit.

This policy is deemed to be an addendum to the residents lease.

A. Ownership of Pets:

Because of the vast number of young children residing in the family developments and the threat to personal safety and sanitary conditions, dogs will not be permitted in the Mystic or Clarendon developments. Senior buildings will retain their right to keep a small dog in accordance with the provisions of this policy.

1. Each pet kept in a dwelling unit must be licensed and immunized to the extent required by state or local law. The pet must be restrained while in any common area of the development.
2. Cats or dogs that are kept in dwelling units must be spayed or neutered and certified clean by a veterinarian.

B. Number and Size of Pets:

1. A resident may only have one (1) pet at a time. However, any resident that owned more than one cat prior to December 15, 1998 will be permitted to keep a maximum of two (2) cats. Cats are the only pets that will be recognized as preexisting under this provision.
2. No pet may exceed 30 pounds in weight. **Animals used to assist the disabled are excluded from this size limitation.**
3. Any pet other than a cat or dog must be kept in a cage when in a dwelling unit. No rodents are allowed unless kept in a cage. Fish and turtle tanks are limited to 20 gallons.

C. Financial Obligation of Pet Care:

1. Each pet owner must provide adequate daily care to maintain the pet in good health including immunization.

2. Damage to any property within the dwelling unit or common areas that is the direct result of a pet's behavior is the financial responsibility of the pet owner.
3. If an owner is incapacitated to the extent that they cannot provide daily care for the pet, the owner will arrange to provide for the pet's care, either on a temporary or permanent basis, depending on the individual circumstances.

D. Pet Registration:

1. All pets' must be registered (form SHA-PF) annually with the SHA property manager. Registration must include the following:
 - a. for cats and dogs, veterinary certificate of inoculation;
 - b. for cats and dogs, license information about the pet;
 - c. The name of the person who will care for the pet if the owner dies or becomes incapacitated.

The designated pet caretaker and the pet owner must sign the lease addendum for pets (Form) indicating that they have read the Pet Policy and agree to comply with it.

2. SHA may refuse to register a pet if SHA reasonably determines that the pet owner, because of practices, habits, or physical condition, is unable to keep the pet according to the rules, or if the pet temperament is such that the rules will not be followed. SHA will notify the pet owner in writing within ten (10) business days if registration of pet is refused. The notice will state the basis for the refusal.
3. A resident keeping an unregistered pet is violating Policy rules and will be treated according to the rules in section J of this Policy.

E. Pet Deposit:

A pet deposit must be paid upon registration of any cat or dog registered after the implementation date of this policy (March 1, 1999). The pet deposit is \$ 50.00 A pet owner unable to pay this deposit in full may request a payment agreement. A down payment of \$10.00 will be required for the payment agreement. The pet deposit is refundable when the dwelling unit is vacated or upon removal of the pet if an inspection of the premises reveals no evidence of pet-related damage. Pet damage includes, but is not limited to, grounds cleanup, carpet cleaning and/or replacement if stained, carpet deodorizing, and scratching or clawing damage to any surfaces.

F. Pet Restraints:

1. Pets must be restrained at all times when not in the dwelling unit.
2. A pet may not roam loose. Each pet **must be attended** when outside the dwelling unit.
3. Tethering of unattended pets is not allowed.
4. Pets are not allowed in any interior common area unless entering or exiting the dwelling unit.
5. Pets are allowed to be upon exterior common area provided the pet is restrained at all times.

G. Disposal of Pet Wastes:

1. Each pet owner is responsible for the immediate removal of all pet waste in a sanitary manner. Disposal must be in waterproof containers to avoid leakage and odor and must be in the manner prescribed by the SHA for each development.

2. Pet owners who fail to remove pet waste will be charged a cleanup fee of \$5.00 per occurrence. Repeated failures to remove pet waste and/or pay cleanup fees are grounds for eviction.

H. Pet Behavior:

1. Each pet owner is responsible for the behavior of his/her pet and must control behavior such as noisiness to ensure the peaceful enjoyment of the premises.
2. If there are pet-related disturbances or damages, a notice of lease violation will be issued to the pet owner by the management staff. If the pet owner fails to correct the condition or permits its reoccurrence after notification, SHA may terminate the resident's lease for good cause.
3. In an emergency, when it is necessary for the protection of the pet, other residents, resident's guests, or SHA staff, SHA may immediately remove the pet.
4. Dogs may not be left unattended inside a dwelling unit for more than ten (10) hours. All other pets may not be left unattended for more than 24 hours.
5. In the event of an animal bite or attack on another tenant or pet, the pet owner is solely responsible for any costs arising from the incident.
6. All pets must be housebroken.

I. Visiting Pets:

The SHA will not allow visiting pets in any dwelling unit for any period of time unless expressly approved in advance by the management staff.

J. Pet Rule Violation Procedures:

If the SHA determines that an owner has violated a provision of the Policy, a lease violation will be issued. Failure to correct any identified problems within (10) days, or a repetition of a similar violation occurring within six (6) months, will constitute grounds for eviction. Failure to correct violations of the policy or pay for pet damages will result in removal of the pet and/or termination of the resident's lease.

K. Pet Grievance Panel:

A pet grievance committee will be established for the purposes of resolving disputes arising from the SHA pet policy. The pet grievance panel will be comprised of one SHA designee, one resident representative, and a third member agreed upon by these two members. The panel will render written decision based upon majority opinion, based upon material facts, applicable law and regulations.

In cases where appeals are sought, the SHA will directly furnish a list to the tenant concerning information and process necessary to pursue an appeal

