

( ) PET POLICY  
FEDERAL FAMILY DEVELOPMENT  
BEAVER STREET 28-1

1. Guidelines.

- A. Any tenant who wishes to keep a companion animal will submit a written request to the Public Housing Manager. 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. A Lease Pet Rider must be signed immediately by the tenant. All pet owners must be able to control their pets via leash, pet carrier or cage.
- B. A companion animal will be defined as a common household pet, such as a dog, cat, bird, guinea pig, gerbil, hamster, rabbit, fish or turtle. Reptiles, other than turtles, and birds of prey are not household pets. Pets, other than cats and dogs, shall have suitable housing, e.g. cages or aquariums.
- C. No resident shall have more than one pet. A maximum of two birds may be permitted, and in the case of fish, no more than one aquarium with a twenty-gallon capacity shall be allowed.
- D. The mature size of newly acquired 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.
- E. Dogs of vicious or aggressive disposition such as Pit Bulls will not be permitted. 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.
- F. 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 10 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.

( ) 2. Tenant obligations.

A. 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 collars when outside the unit.

B. The pet owner is responsible for cleaning up after the pet inside the apartment and anywhere on development property. A "pooper scooper" and disposable plastic bag should be carried by the owner. All wastes will be bagged and disposed of in a receptacle determined by management. Toilets are not designed to handle pet litter. Under no circumstances should any pet debris be deposited in a toilet as blockages will occur.

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

D. 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.

E. The pet owner will restrain and prevent the 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.

F. Pets are not to be tied outside without supervision.

G. Tenants will not alter their unit, patio or other outside area to create an enclosure for an animal.

H. Pets will be restrained at all times, when outside an apartment on development property. No pet shall be loose in hallways, elevators, community rooms, dining rooms or other common areas.

I. Visitors with pets will be allowed as long as they notify management and generally conform to the policy's guidelines.

J. Pets will not be allowed to disturb the health, safety, rights, comfort or quiet enjoyment of other tenants. A pet should not create a nuisance to neighbors with excessive barking, whining, chirping or other unruly behavior.

K. 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.

L. Required information and documents.

(1) The tenant 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, parvovirus, feline leukemia and other inoculations when applicable.

(d) Dog licensing certificates in accordance with local and state laws.

(e) Two alternate caretakers, their names, address 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) Temporary ownership (overnight or short-term) which shall be registered with management under the pet rules and regulations.

(h) The Tenant shall secure personal liability or other insurance and indemnify the FHA against pet-related litigation or attorneys fees.

(2) The tenant is responsible for keeping management informed of any change of information.

### 3. Management responsibilities.

A. The following are the responsibilities of management:

(1) Posting of facility's rules and regulations of companion animal ownership and enforcement in a fair and just manner.

(2) Proper record keeping of pertinent owner and pet information, pet participation fee, deposits, apartment inspections, investigation of complaints and issuing of warnings, billing for damages, scheduling for repairs, etc.

B. All written complaints shall be referred to the housing manager for resolution. Management will also inform the resident of any other rule infractions and will duly notify the grievance person of attempted resolution.

D. Upon second notice of a written legitimate complaint from the FHA to the tenant, the resident shall be advised that a further notice shall be cause for termination of the Pet Rider provisions, except that in the case of a serious problem, e.g. a vicious dog, this procedure may be shortened in the interest of public safety.

### 4. Pet participation fee.

A. A pet deposit of \$150 is required of each pet owner. The amount may be payable over a three month period, with the first payment due at time of signing the rider. This payment will be implemented as a security deposit.

B. The deposit will be refunded at the time the tenant 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.

C. A fee, in graduating amounts, not to exceed \$10, shall be collected from pet owners failing to clean up after their animals.

5. Liability of pet owner for damage or injury.

A. The pet owner is liable for 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 the tenant's pet.

B. The pet owner is liable for cleaning, deodorizing and sanitizing carpeting and other floor coverings in the unit as necessitated by the presence of a pet.

C. Charges for damage will include materials and labor.

6. Resolution of complaints.

A. Any complaint about a pet or pet owner will be referred to the Housing Manager. The housing manager will work with the pet owner to resolve the problem.

B. The pet owner may appeal the decision of the Executive Director by submitting within 10 days in writing a request for a hearing by the FHA Grievance Panel.

(1) A decision may be made to require permanent removal of a pet, after notice and hearing, and can further determine if the tenant may replace the pet with another.

(2) Noncompliance with the decision of the meeting is sufficient cause for termination of the tenant's dwelling lease with FHA.

7. Protection of pet.

A. 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.

B. 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.

C. If the health or safety of a companion animal is threatened by incapacity or death of the owner, management will contact the caretakers designated by the tenant.

8. Removal of pet.

A. If caretakers are unable or unwilling to assume responsibility for the pet and the tenant is unable to locate alternate arrangements, management may enter the premises, remove the pet and arrange for pet care for no less than 10 days to protect the pet. Funds for such care will come from the tenant'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.

B. 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.

9. Appeal process for denial of waiver.

A. Any denial of waiver shall be given in writing to the tenant/applicant who requested such waiver.

B. Any tenant/applicant who has been denied a waiver of the lease agreement by the Executive Director may appeal that decision by submitting within 10 days in writing a request for a hearing by the Framingham Housing Authority Grievance Panel.

10. Amendments to guidelines.

These guidelines may be amended from time to time.



## FRAMINGHAM HOUSING AUTHORITY

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### COMMISSIONERS:

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## FRAMINGHAM HOUSING AUTHORITY

### RULES FOR PETS

The following rules are established to govern the keeping of pets in and on properties owned and operated by the Framingham Housing Authority.

Tenants permitted pets are those tenants sixty-two years or age or older, or disabled.

All pets must be registered with the Housing Authority. Tenants must receive a written permit to keep any animal on or about the premises. This privilege may be revoked at any time subject to the Housing Authority grievance procedure if the animal becomes destructive or a nuisance to others, or if the tenant/owner fails to comply with the following:

1. A maximum number of one pet is allowed.
2. Permitted pets are domesticated dogs, cats, birds and fish aquariums. Dogs' and cats' weight must be under 40 pounds. No animals of prey or dangerous species are to be kept on premises.
3. Dogs are to be licensed yearly with the proper authorities, and tenants must show proof of yearly distemper and rabies boosters. Cats are to be vaccinated yearly for distemper also. No vicious or intimidating dogs are to be kept.
4. All cats and dogs are to be neutered. If such animals are not spayed and have offspring, tenant is in violation of this rule. Certification of neutering is required.
5. No pet may be kept in violation of humane or health laws.
6. Dogs and cats shall remain inside a tenant's unit unless they are on a leash. Birds must be confined to a cage at all times.
7. Cats are to use litter boxes kept in tenant's premises. Tenant is not allowed to let waste accumulate.
8. Tenants are responsible for promptly cleaning up pet droppings.

9. Tenant shall take adequate precautions to eliminate any pet odors within or around unit and maintain unit in a sanitary condition at all times.
10. Tenant shall not permit any disturbance by their pet which would interfere with the quiet enjoyment of other tenants; whether by loud barking, howling, biting, scratching, chirping or other such activities.
11. If pets are left unattended for twenty-four (24) hours or more, the Housing Authority may enter to remove the pet and transfer it to the proper authorities or to person designated in case of emergency. The Housing Authority accepts no responsibility for the pet under such circumstances.
12. Tenants shall not alter their unit, patio or unit area to create an enclosure for an animal.
13. Tenant is responsible for all damages caused by their pets.
14. Tenants are prohibited from feeding stray animals. The feeding of stray animals shall constitute having a pet without permission of the Housing Authority.
15. Tenant shall pay a damage deposit for each pet as follows: A dog, \$100.00; a cat, \$50.00; fish or bird, none. This deposit shall be paid in advance or on the acceptance of said pets by the tenant. This deposit is refundable if no damage is done, as verified by the Housing Authority, after tenant disposes of the pet/pets, or moves.
16. Tenants who violate these rules are subject to: (a) being required to get rid of the pet within 15 days of notice by the Housing Authority; and/or, (b) eviction.

I have read and understand the above regulations regarding pets and agree to conform to same.