

**STOCKBRIDGE HOUSING AUTHORITY  
HEATON COURT PET POLICY**

Updated and Approved by the Stockbridge Housing Authority Board of Commissioners 8/4/15

Each tenant or prospective tenant who seeks to keep a pet shall fill out an Application for Pet Ownership and submit it to the SHA Administrative Office for approval. If a tenant does not own a pet at the time of application, he or she may ask for conditional approval of an application and the SHA may approve the application conditioned upon his or her subsequent satisfaction of stated conditions. Any Application for Pet Ownership submitted to a SHA should be acted upon within thirty days. Upon approval of an application by the SHA, the tenant shall sign a Pet Rider to the lease, and prior to keeping the pet, the tenant shall post the requisite security deposit with the SHA.

If the SHA denies an Application for Pet Ownership, it shall notify the tenant or prospective tenant in writing of: the reasons for denial; the right to and procedures for appeal within 14 days to the DHCD; and the information and documentation required to be submitted with an appeal.

If an appeal is made, the SHA shall be given a copy of all the papers submitted to DHCD and may file a response with DHCD within 14 days after the SHA's receipt of the papers.

Upon the appeal to DHCD, the tenant shall send DHCD a copy of the information and documents set out in Tenant Obligation #14 together with an agreement to post a security deposit of one hundred sixty dollars or one month's rent (whichever is less). The material shall be sent to Pet Appeals, Bureau of Housing Management, Department of Housing and Community Development, 100 Cambridge Street, Suite 300, Boston, MA 02114

The Director of the Bureau of Housing Management, or designee, will review the appeal and render a decision within 21 working days after receipt of all necessary documentation from the tenant and expiration of the time for a response by the SHA (or receipt of such a response). Tenant and the SHA will be notified by mail of the decision.

**GUIDELINES**

1. Any tenant in elderly/handicapped (c.667) housing who desires to keep a pet in the tenant's unit shall submit a fully completed Application for Pet Ownership to SHA management, in writing, **prior** to keeping a pet in the unit or elsewhere on the SHA's property. Management may then secure references about previous pet ownership by tenants. If management finds that under the relevant circumstances a particular pet should not be kept, management will inform tenant in writing as herein provided. Permission for keeping a pet will not be unreasonably withheld by management. If the application is approved, management will provide the tenant with a copy of the SHA's Pet Policy and will review all of the rules and regulations listed therein with the tenant. Upon reviewing these rules and regulations, the tenant must sign the Pet Rider and agree to abide by the Authority's Pet Policy and all laws, rules and regulations and municipal ordinances applicable to the ownership and care of a pet.

2. A pet may be referred to as a companion animal. A pet may be an animal commonly kept as a household pet such as a dog, cat, bird, guinea pig, gerbil, hamster, rabbit, or fish. Reptiles, (iguanas, snakes, etc) and birds of prey are not household pets. Pets, other than cats and dogs, shall be suitably confined in cages or aquariums.

3. There will be no more than one cat or dog or caged mammal per apartment. A maximum of two caged birds will be permitted and in the case of fish, no more than one aquarium with a 20 gallon capacity will be allowed.
4. The mature size of a dog is limited to a weight not to exceed 40 pounds. The size of a dog is not directly related to its desirability and each animal shall be considered individually on the basis of all relevant circumstances. The physical layout of the development in which tenant lives shall be a factor in such consideration.
5. A dog or other animal which has a vicious or aggressive disposition will not be permitted. An application for keeping a puppy or a kitten will be more closely scrutinized than an application to keep a mature dog or cat with established patterns of behavior.
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 spaying or neutering, a veterinarian's certificate attesting to this fact must be submitted and Management shall have discretion to waive the requirement.
7. Residents are expressly prohibited from feeding or permitting stray animals to stay in their unit or on SHA property. Such feeding or harboring of a stray animal shall constitute keeping a pet without the approval of the SHA.
8. Declawing of cats or other pets shall under no circumstances be required.

## **TENANT OBLIGATIONS**

1. The tenant will be responsible for proper pet care, including good nutrition, grooming, exercise; flea, tick, and parasite control; routine veterinary care and yearly inoculations of dogs and cats recommended by a licensed veterinarian and must wear identification tags and collars when outside unit.
2. The tenant is responsible for cleaning up after a pet inside the apartment and anywhere on the SHA's property. A "pooper scooper" and/or disposable bags-- preferably biodegradable-- are to be carried by any person in charge of the pet. All wastes will be bagged and disposed of in a proper receptacle or area which will be specified by management. Toilets are not designed to handle pet litter and under no circumstances should any pet litter or any bagged wastes be deposited in a toilet as blockages will occur. Tenants shall be responsible for the cost of repairs or replacements required because of such misuse of toilets or pipes.
3. Under no circumstances may pet blankets and bedding be cleaned or washed in the laundry room.
4. The tenant shall keep tenant's unit and its porch or patio, if any, clean and free of pet waste and odors, and shall maintain the unit in a sanitary condition at all times.
5. The tenant will restrain and prevent the pet from gnawing, chewing, scratching or otherwise defacing doors, floors, floor coverings, walls, windows and other parts of the unit, and any part

of another unit or of the common areas, inside or outside, including lawns, shrubs, trees and other landscaping or landscape features.

6. Pets are not to be tied outside and left unattended. Dogs may be tied outside under the following conditions: The dog must not be left unattended; the tether must not cross a walkway, driveway, path, or any area where people commonly walk; and the tether must be brought in when not in use.

7. The tenant shall not make physical alterations to tenant's unit, or any property of the SHA to create a pen or enclosure for a pet.

8. Pets will be restrained at all times when outside the unit on the SHA's property. All tenants must have their pet in control via leash, pet carrier, or cage, when on SHA property outside of the tenant's apartment.

9. Pets are not allowed in the Heaton Court Community Building.

10. Visitors are permitted to bring a pet on SHA property in accordance with the SHA's Pet Policy and Visiting Pet Policy.

11. Tenants shall not permit their pets to disturb the health, safety, rights, comfort or quiet enjoyment of other residents. Tenants shall not permit their pets to create a nuisance to neighbors on account of excessive barking, whining, chirping, or other excessively noisy behavior.

12. A tenant who keeps a cat must provide a litter box for the cat in the tenant's unit and must keep the litter box clean and odor free.

13. A tenant who keeps a pet shall permit quarterly apartment inspections in order to permit management to ensure that proper care is being given to the pet and the unit. Such inspections may be reduced or increased in frequency at management's discretion based on past performance. A tenant will permit an additional apartment inspection when, in the opinion of the SHA, there is a reasonable basis to believe that a pet is not being cared for properly or that significant new damage to the unit has been caused by a pet.

14. The tenant is responsible for providing management with the following information and documents concerning a pet kept by the tenant. Management will keep the information and documents on file in the tenant's folder. Tenant shall update the information and documents as necessary.

a) a copy of the completed application for pet ownership and the SHA's action and any action taken by DHCD on the application;

b) a photo and identifying description of the pet including the pet's name;

c) the name, address and telephone number of a veterinarian and his or her reasonably current statement of the health, weight and age of the pet;

d) certificates from a licensed veterinarian of spaying or neutering, rabies, distemper combination, parvovirus, feline VRC, feline leukemia testing and other inoculations and/or flea/tick control as applicable to the particular kind of pet;

e) a copy of a dog's current license if such a license is required by the municipality;

f) the names, addresses and telephone number of two (2) responsible persons, who are prepared to assume immediate responsibility for the care of the pet in an emergency; or other suitable arrangements for emergency boarding of the pet.

15. The tenant shall post a security deposit of one hundred sixty dollars or one month's rent (whichever is less). Tenant shall be responsible for notifying the SHA, 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 updated written verification of compliance with all applicable inoculation and registration requirements.

16. Management may permit overnight or short term pet care visits; pets shall be registered with management and follow the pet rules set out in the Pet Policy and Visiting Pet Policy.

### **SECURITY DEPOSIT**

1. A security deposit of \$160.00 or one month's rent, whichever is less, shall be paid by the tenant prior to keeping a pet in tenant's unit unless management permits partial payments over a reasonable time period. This payment will be administered as a security deposit.

2. The security deposit will be refunded at the time the pet permanently vacates tenant's unit provided that no pet-related damage has been done to the unit or other SHA property. Sums necessary to repair such damage will be deducted from the deposit.

3. A fee of \$10.00 shall be collected from tenants failing to clean up after their pets. A tenant's failure to clean up after pets shall be good cause for a complaint about the pet and a third occurrence may result in termination of permission for a tenant to keep a pet.

### **LIABILITY OF TENANT FOR DAMAGE OR INJURY**

1. The tenant shall be responsible to pay the reasonable cost of repairing or replacing damage caused by tenant's pet to the doors, walls, windows, floors and any other part, interior or exterior, of the unit and common areas.

2. The tenant shall be responsible to pay the reasonable cost of cleaning, deodorizing and sanitizing carpeting and other floor coverings in the unit or a common area when the need for such cleaning, deodorizing or sanitizing is caused by the tenant's pet.

3. The cost for repairs and replacements for damage includes materials and labor. Payment plans may be negotiated between management and the tenant when circumstances warrant. Disputes concerning amount of damages are subject to the grievance procedures provided for in DHCD regulations. Failure to pay the cost of damage when due is cause for termination of permission for the tenant to keep a pet. It may also be cause for lease termination.

4. Tenant may be required by management to secure renter's insurance which includes personal liability coverage, when circumstances warrant. Tenant shall agree to indemnify the SHA against claims for personal injury and property damage on account of the tenant's pet. Indemnification shall include litigation expense, including reasonable attorney's fees, and any damages awarded.

## **RESOLUTION OF COMPLAINTS**

Any written complaint concerning a pet shall be in writing and delivered to SHA Executive Director. Following receipt of a complaint, the Executive Director will inform the tenant concerned about the complaint and will then determine whether there is good cause for a complaint and, if so, to resolve the complaint.

Upon a second finding that good cause exists for a complaint about a pet, tenant shall be advised that a further finding of good cause will result in termination of permission for the tenant to keep a pet.

Where circumstances are such that the presence of a pet is a clear and present danger to other tenants a single finding of good cause will suffice for termination of permission for the tenant to keep a pet.

A tenant or a complaining party may file a grievance regarding a pet under the regular Grievance Procedure (760 CMR 6.08) in effect at Heaton Court.

## **PROTECTION OF PET**

1. An Identification card, identifying the pet and naming the pet's veterinarian and an alternate caretaker should be with the person in charge of the pet at all times as well as on file with the SHA. In the event of a sudden illness or accident to tenant, upon notice management shall call the named caretaker and advise that the caretaker's care for the pet is required.

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 8 hours.

3. If the health or safety of a pet appears to be threatened by incapacity or death of the tenant, upon notice management will contact the caretakers designated by tenant and advise that the caretaker's care for the pet appears necessary.

## **REMOVAL OF PET**

If neither caretaker named in the Pet Rider is willing and able to assume responsibility for the pet and tenant is unable to locate another caretaker and is also unable to care for the pet, 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 tenant's pet deposit. Management may contact the Massachusetts Society for the Prevention of Cruelty to Animals or other suitable humane society for assistance in securing a suitable caretaker for the care of the pet.

## **VIOLATION OF GUIDELINES**

Proceedings to terminate tenant's lease may be instituted if the tenant commits material violations of these guidelines.



**STOCKBRIDGE HOUSING AUTHORITY**

PO BOX 419 5 PINE STREET  
STOCKBRIDGE MA 01262

PH: 413.298.3222 FAX: 413.298.3844  
EMAIL: STOCKBRIDGEHA@GMAIL.COM

**APPLICATION FOR PET-OWNERSHIP**

NAME OF APPLICANT/TENANT: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

\_\_\_\_\_

NAME OF PET: \_\_\_\_\_

DESCRIPTION OF PET: (Type, age, weight, sex, etc.) \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

IS THIS A CURRENT PET? Yes No \_\_\_\_\_

IS THIS A NEW PET? Yes No \_\_\_\_\_

PREVIOUS PET OWNERSHIP/EXPERIENCE: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

CURRENT VETERINARIAN: Name \_\_\_\_\_

Address \_\_\_\_\_ Phone Number \_\_\_\_\_

Names and phone numbers of two alternate caretakers (at least one not residing at the facility) who will assume immediate responsibility if needed:

1. \_\_\_\_\_

2. \_\_\_\_\_

REASONS FOR ACQUIRING A PET AT THIS TIME: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**I HEREBY AGREE TO ADHERE TO ALL PET RULES AND REGULATIONS AS DIRECTED BY THE STOCKBRIDGE HOUSING AUTHORITY,**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

APPROVED \_\_\_\_\_

DENIED \_\_\_\_\_

**STOCKBRIDGE HOUSING AUTHORITY**

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EMAIL: STOCKBRIDGEHA@GMAIL.COM

**PET RIDER**

**Name of Pet** (if any) \_\_\_\_\_ **Type of Pet** \_\_\_\_\_

This pet rider to the lease between \_\_\_\_\_ and Stockbridge Housing Authority is made a part of the lease entered between parties on \_\_\_\_\_.

1. The tenant has read and agreed to the Pet Guidelines and agrees to comply with said guidelines.
2. The tenant will keep his/her pet in a responsible manner and provide proper care.
3. In the space provided below are the names, addresses and telephone numbers of two pet caretakers who by signing this form agree to assume responsibility for the care of tenant's pet in the event tenant becomes unable to care for the pet.

**PET CARETAKER #1**

NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

TELEPHONE: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

**PET CARETAKER #2**

NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

TELEPHONE: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

The following is the name, address and telephone number of the pet's veterinarian:

**VETERINARIAN**

NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

TELEPHONE: \_\_\_\_\_

4. If tenant is unable to provide the name of a current 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, attached hereto, which are incorporated herein by reference, and further agrees to abide by any decision of the Pet Grievance Panel should a complaint arise.
6. Material non-compliance with a decision of the Pet Grievance Panel shall be sufficient cause for termination of the lease of which this rider forms part. A hearing and decision by the Pet Grievance Panel shall satisfy the hearing requirement in the event that lease termination is sought for a consequence of tenant's non-compliance with such decision
7. Tenant agrees to update the names of caretakers and the veterinarian in the event they change.

\_\_\_\_\_  
Tenant Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Executive Director, Stockbridge Housing Authority

\_\_\_\_\_  
Date