

PET POLICY

The following rules are established to govern the keeping of pets in and on properties owned and operated by the Housing Authority in the City of Fall River, Massachusetts. The Fall River Police Department and Fall River Dog Officer shall have responsibility for enforcement of applicable city ordinances. The manager of each of the Authority's public housing developments shall have primary responsibility for enforcing the guidelines in this Pet Policy. Rules and regulations of pet ownership and maintenance and enforcement, including any changes thereto, will be posted in the management office of each housing development which it owns and shall inform all registered pet owners of any changes in such rules and regulations.

This policy does not apply to animals that are used to assist persons with disabilities. Assistive animals approved by ADA (seeing eye dogs, etc.) are allowed in all public housing facilities with no restrictions other than those imposed on all tenants to maintain their units and associated facilities in a decent, safe, and sanitary manner and to refrain from disturbing their neighbors.

Permission to own and keep a specific pet will not be unreasonably withheld. Approval for pet ownership will be based on, among other things, the resident's demonstration that he/she has the physical and financial capability to care for the pet and certification that he/she will abide by the following guidelines concerning pet ownership and pet maintenance:

1. All pets must be registered with the Housing Authority. Tenants must request in writing permission to have a pet, residents will then receive a written permit *prior* to any animal being kept on or about the premises. Management reserves the right to check references for previous pet guardianship to confirm that the resident has demonstrated that she/he has been a responsible pet guardian. Residents will receive a certificate and ID TAG from FRHA management for the animal after completing and submitting the required documentation (see #5). Animal must wear tag at all times. The privilege of having an animal may be revoked at any time subject to the Housing Authority grievance procedure if the animal becomes destructive, is a nuisance, or infringes the safety of others. (Form A)
2. No pet sitting is allowed for any animals. No visitor is allowed to bring his or her pet to FRHA property. Any animal on FRHA property at anytime must be pre-registered to management. No exceptions.
3. From the date of adoption of this pet policy by the FRHA, said policy will remain as is until March 31, 2011, for state family developments, at which time FRHA will reconvene with the representatives of the RAB to further discuss and deliberate the no pet policy in state family developments. At the time, if a no pet policy is implemented, the grandfather clause will be initiated. Residents would then have to complete a grandfather clause form to keep his/her pet. (Form B)
4. A maximum number of one pet per household is permitted. Two (2) aquariums – one not to exceed twenty (20) gallons in capacity and the other not to exceed ten (10) gallons – may be permitted. Many fish are acceptable, but no more than (2) two birds (no birds of prey e.g. eagles, hawks, falcons), may be kept if they do not create a nuisance as determined by Housing Management. Birds must be confined to a cage at all times, unless exercised during controlled conditions in resident pet owner's apartment.
5. The tenant is responsible to give management the following documentation within 30 days of the issuance of the written approval: (Form C & D)
 - A. A color photo and identifying description and name of the pet to be housed.
 - B. The attending veterinarian's name, address, and telephone number.
 - C. Veterinary certificate of spaying or neutering, no later than six (6) months of age. Rabies, distemper, parvovirus, feline leukemia, and other inoculations when applicable.
 - D. Licensing certificates in accord with state and local laws.
 - E. Name, addresses and phone numbers of two (2) a primary and alternate caretaker who will assume immediate responsibility for the pet should the owner is unable to care for pet. This caretaker must provide a written verification acknowledging their willingness to assume responsibility for the pet in compliance with the guidelines established in this Pet Policy.
 - F. A Pet Rider or Addendum to the resident's current lease executed by the resident.

6. Only common household pets (dogs, cats, birds, guinea pigs, gerbils, hamsters, and other common small domesticated animals, ferrets are not considered a common household pet) will be approved by the FRHA for ownership and maintenance. No vicious or intimidating dogs (Shar-pei, Chow Chow, Terriers, (Boston, Wheaten, Con Terriers are allowed) Pit Bull, Doberman, German Shepherd, Rottweiler, any mixture of said mentioned, or any animal over 40 lbs. The forty (40) pound weight limit shall apply to the size for an animal in normally good condition. Animals over this weight limit due to weight gain will not be eliminated solely due to its weight. Any animal deemed to be potentially harmful to the health or safety of others, including attack or fights trained dogs, will not be allowed. No snakes, iguanas, or any type of reptile are allowed. The FRHA shall be the final arbiter on this matter.
7. If pets are left unattended for a period of twenty-four (24) hours or more, the Authority may enter the dwelling unit, remove the pet and transfer it to the proper authorities at the resident's expense, that is subject to the provision of state law and pertinent local ordinances. The Housing Authority accepts no responsibility for the animal under such circumstances. If the primary caretakers designated by the pet owner is unable or unwilling to assume responsibility for the pet upon the incapacitation of the owner and the owner is unable to locate an alternate caretaker within twenty-four (24) hours, the Authority may enter the owner's unit, remove the pet, and arrange for the pet's care for no less than ten (10) days to protect the pet. Funds for such care will be billed to the resident (see #8). The Authority 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 a caretaker cannot be located.
8. If animal control officer removes any pet, resident will be fully responsible for fees associated with removal and care of said animal. FRHA or Animal Control Officer reserves the right to remove said animal if safety of residents, concern of property and care of animal is in question.
9. No pet may be kept in violation of humane or health laws.
10. Management reserves the right to require animal guardians to relocate to a comparable unit on the ground floor or other suitable unit of their building base upon written complaints concerning; 1) the behavior of the dog/cat (etc.) in the elevator or hallways: or 2) the documented medical conditions of resident(s) affected by the presence of the animal. Designated elevator use will be the ONLY elevators used by pet guardians when they are with their pets.
11. Dogs and cats shall remain inside a tenant's unit. When taken outside the unit, dogs and cats must be kept on a leash, controlled by a responsible household member. No animal shall be permitted to be loose in hallways, lobby areas, cellar, basement, laundry areas, community rooms, yards or other common areas of the facility. Pets are not to be tied outside or on the patio.
12. Residents must provide litter boxes for cat waste, which must be kept in the dwelling unit. Residents shall not permit refuse from litter boxes to accumulate nor become unsightly or unsanitary. Residents are solely responsible for cleaning up pet (dog, cat, etc.) droppings, outside the unit and on facility grounds. Droppings of pets must be disposed of by being placed in a sack and then placed in a refuse container outside the building. In a high-rise facility residents are responsible to dispose pet waste properly in a sealed sack and placed in the refuse drop in hallway. Under no circumstances should any pet debris be deposited in a toilet, as blockages will occur. Residents will be responsible for the cost of repairs or replacements of any damaged toilets or pipes. Tenant must take all necessary precautions to eliminate any pet odors and insect infestation within or around unit and maintain unit in a sanitary condition at all times (see # 17).
13. Residents shall not permit their pet to disturb, interfere, or diminish the peaceful enjoyment of other residents. The terms, "disturb, interfere or diminish" shall include but not be limited to barking, howling, chirping, biting, scratching and other like activities.
14. Tenants shall not alter their unit, patio or unit area to create an enclosure for an animal.
15. Tenants are prohibited from feeding stray animals. The feeding of stray animals shall constitute having a pet without permission of the Housing Authority.

16. Management has the right to make a home visit to observe the pet, the quarters in which it is kept, and the condition of the unit when proper notice is given or under unique circumstances.
17. Pet guardians are encouraged to secure personal liability insurance or other insurance to indemnify the property management against pet-related litigation and attorney fees. Tenant is responsible for all damages and actions done by their pet and will pay for all repairs and misgivings. Any sums necessary to repair (cleaning of carpets and /or fumigation of units etc.) such damage will be billed to the pet guardian. Tenants are responsible for materials/labor on all damages caused by their pets. Damage payment plans may be negotiated between the Authority and the pet owner at the FRHA's discretion. Disputes concerning the amount of such damages are subject to the standard grievance procedures described in the owner's lease.
18. Tenants who violate these rules are subject to: (a) being required to get rid of the pet within 30 days of notice by the Housing Authority; and/or, (b) eviction.

Management will establish a pet committee for resolving complaints consisting of three (3) members: one (1) resident who is a pet guardian, one (1) resident who is not a pet guardian and one (1) local interested humane group member or veterinarian. Complaints must be in writing, all written complaints shall be referred to the pet committee for resolution. The pet committee to verbal or unsigned complaints shall give no credence. Management will also inform the pet guardian of any other rule infractions and will duly notify the pet committee for attempted resolution.

- Upon second notice of a written legitimate complaint from the pet committee to the pet guardian, 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.

Resident has received a copy of the FRHA pet policy. The pet policy rules and regulations have been explained to the tenant by the FRHA management. The tenant understands the above regulations regarding pets and agrees to conform to the FRHA pet policy.

The resident at the time of signing this agreement has a pet _____.
Signature of resident

The resident at the time of signing this agreement does not have a pet _____.
Signature of resident

Tenant Signature

Date

Witness Signature

Date

APPLICATION FOR PET PERMIT

I am officially requesting permission of the Fall River Housing Authority to house a pet in accord with the Family Housing Pet Policy promulgated by the Fall River Housing Authority. I have received a copy of this pet policy, understand all of my right and obligations under this pet policy, and agree to abide by all of the rules listed in the pet policy.

I understand and agree that I will not house a pet until such time as my application for pet permit has been reviewed and formally approved in writing by the Fall River Housing Authority.

I am requesting permission to house the following pet:

(Identify breed and describe pet fully, including current size/weight of pet, and projected size/weight of pet at maturity)

THIS SECTION MUST BE COMPLETED/SIGNED BY VETERNARIAN/ANIMAL SHELTER

Breed: _____
(please make reference to reverse side)

Current size/wgt: _____ Projected size/wgt: _____

Description: _____

Tenant Information

Signature

Name: _____

Address: _____

Apartment No: _____

Telephone No: _____

Date: _____

“GRANDFATHER” CLAUSE (dated 11/10/2001)

This grandfather clause is added as an addendum to the attached pet policy for ...

_____ and
(resident)

_____ on
(management)

Pets of residents that do not conform to the attached pet policy (for example, multiple animals in excess of the policy or types of animals not allowed by policy), that reside with the resident prior to the adoption of the attached pet policy, are allowed, provided that the resident conforms with all other aspects of the pet policy for each pet listed (without exception) and the resident agrees to all terms.

If the resident gives away or otherwise relinquishes any pet listed herein, or if/when the pet (s) dies, any future pets of the resident must conform to the attached pet policy, the resident will not be permitted to replace a relinquished of deceased pet in excess of the limit stated in the pet policy. Future pet (s) must be approved by management prior to taking up residence and must be maintained in accordance with the pet policy.

(name/description of “non-conforming pet)

(resident signature)

(management signature)

(date)

FALL RIVER HOUSING AUTHORITY
DISPOSITION OF PET PERMIT APPLICATION

Date

Name

Address

Apartment No.

Your application for Pet Ownership received on _____ has been:

Tentatively Approved Approved

Rejected for the following reasons:

If the above indicates tentative approval, approval is conditional on the receipt of the following within thirty (30) days from this notice.

- _____ A color photo and identifying description and name of pet.
- _____ Attending veterinarian's name, address and telephone number.
- _____ Veterinary certificate of spaying or neutering; Rabies, Distemper, Parvovirus, Feline Leukemia and other inoculations, when applicable.
- _____ Dog license certificates in accord with local and state laws.
- _____ Names, addresses and telephone numbers of two (2) alternate caretakers who will assume responsibility of the pet should the owner become incapacitated. These caretakers must provide written verification acknowledging willingness to assume these responsibilities.

Date

Fall River Housing Authority

Rev: 11/20/01
(over)

DISPOSITION OF PET PERMIT APPLICATION

MANAGERS CHECK OFF LIST

Color Pet Photo

Veterinarian Name

Address

Telephone No.

VETERINARY CERTIFICATES

Spaying or Neutering

Rabies

Distemper

Others

Dog license with Local & State Laws

FALL RIVER HOUSING AUTHORITY

APPLICATION FOR PET

PRIMARY CARE TAKER

_____ (date)

I, _____ of _____ telephone no. _____ agree that I will assume responsibility for the pet owned by _____ of _____ telephone no. _____ in the event that owner becomes incapacitated or not immediately available to care for pet. I further agree that while pet is in my care and custody, I will follow all guidelines established in the Fall River Housing Authority Pet Policy.

Witness:

_____ (signature) _____ (date)

ALTERNATE CARETAKER

I, _____ of _____ telephone no. _____ Agree that I will assume responsibility for the pet owned by _____ Of _____ telephone no. _____ in the event that owner becomes incapacitated or not immediately available to care for pet. I further agree that while pet is in my care and custody, I will follow all guidelines established in the Fall River Housing Authority Pet Policy.

Witness:

_____ (signature) _____ (date)