

**NORTH ADAMS HOUSING AUTHORITY
PUBLIC HOUSING PET AND
ASSISTIVE ANIMAL OWNERSHIP POLICY**

Introduction

Pet ownership by North Adams Housing Authority (“NAHA”) tenants is allowed, subject to compliance with the requirements set forth in this policy. This policy establishes the rules and conditions under which a pet may be kept in NAHA 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, NAHA employees and the public and to preserve the physical condition of NAHA property.

Under 24 CFR Part 5, this policy does not apply to assistive animals that reside in public housing or that visit NAHA properties. It does not limit or impair the rights of persons with disabilities or affect any authority the NAHA has under 24 CFR Part 5 and/or 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 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 NAHA owned or managed outdoor or common areas without a proper license, tags and restraint shall be reported to the City of North Adams animal control officer 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 that provides assistance, service or support to a person with a disability and that is needed as a reasonable accommodation to such individual with a disability (for example, a dog guiding an individual with impaired vision or alerting an individual with impaired hearing).

Disability – A physical or mental impairment that substantially limits one or more of such person’s major life activities; a record of having such an impairment or being regarded as having such an impairment as defined in the Fair Housing Act or Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794). However, the term “disability” does not include current, illegal use of or addiction to a controlled substance (as defined in section 102 of the Controlled Substances Act (21 U.S.C. 802)).

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 and 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 in 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; snakes; birds of prey; insects; and arachnids are strictly prohibited. Also prohibited are Doberman pinschers, pit bulls, rottweilers 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 20 pounds in weight at maturity. All dogs and cats over the age of six months must be spayed or neutered unless the tenant 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 his/her development management office on the appropriate form provided by the NAHA. The form shall be available at the management office. The tenant shall provide with the application form:
 - a. An identifying description of the pet accompanied by a photograph if the pet is a dog or a cat;
 - b. Certificates of spaying or neutering of dogs and cats and of 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.

A tenant who wishes to keep a currently owned pet must provide the information listed above if he/she was not previously required to do so within thirty days following the amendment, by the NAHA, of its pet policy. Applications will be processed within thirty (30) days, provided that all required documentation is submitted. Approval and denial of pet applications shall be in writing. Approvals will be accompanied by a lease amendment the resident will be required to sign. Denials will include the reason for denial.

2. The tenant will be responsible for proper care, including but not limited to flea control and yearly inoculations (certification of which must be presented to the manager), and compliance with all applicable state and federal statutes, city ordinances and NAHA rules and regulations.
3. The tenant will 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 will be responsible to clean up after his/her pet anywhere on NAHA property, including carrying a disposable plastic bag any time the pet is outside the apartment. Pet waste will be bagged and disposed of in appropriate trash receptacles. Pet waste or pet litter will not be deposited in the toilet.
5. The tenant will keep his/her pet inside the apartment at all times except for transportation on and off NAHA property and daily walks for dogs. When outside the apartment, dogs must be controlled on a leash. Other pets will be in suitable portable cages when outside the apartment. No animal will be tied or chained outside the apartment.
6. Dogs and cats will wear a collar with a tag identifying the pet and its owner, with name, address and telephone number. This tag will be required in addition to license (in the case of dogs), rabies vaccination and any other tag required by law.
7. The tenant will pay promptly, upon receipt of a bill, for the cost of all materials and/or labor for repair of any damage caused by his/her pet.
8. The tenant will be responsible for any pet-related insect infestation and will 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 will designate one or more persons as an emergency contact who 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, management will 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 will be responsible for ensuring 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 will be responsible for disposing of pet remains in accordance with federal, state and local laws, rules and regulations.
12. The tenant will allow the NAHA to inspect his/her unit as required to ensure compliance with these rules.
13. A copy of these rules will be given to every tenant who registers a pet, and additional copies will be available at the management office at each development.
14. The development manager will 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 NAHA personnel regarding pets will be referred to the development manager.
16. These rules may be amended from time to time by the NAHA pursuant to NAHA policy and in compliance with all relevant statutes and regulations.
17. Tenants are prohibited from feeding or harboring stray animals. Feeding or harboring a stray animal will constitute keeping an animal without approval of the NAHA.
18. Tenants will not alter their apartment, patio or other area on NAHA property to create an enclosure for a pet.
19. Tenants are entitled to request a grievance hearing pursuant to NAHA grievance procedure with regard to any dispute they may have with the NAHA arising under this policy. Applicants are entitled to request review if they disagree with an NAHA decision under this policy pursuant to the procedures of the NAHA 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. NAHA shall post such areas as no-pet zones.

Assistive Animals

In order for a tenant's assistive animal to be excluded from the provisions of the Pet Policy, the tenant must show:

1. That the tenant (or another person in the household) is a person with a disability; and
2. That the animal actually assists the person with the disability; in other words, that there is an identifiable relationship, or nexus, between the requested accommodation and the person's disability.

If the above has been established, then the provisions of the pet policy generally will not apply. However, this does not mean that the NAHA is without enforcement authority with regard to assistance animals. The federal regulations at 24 CFR Part 5, Subpart C, while excluding assistance animals from the provisions of PHA pet policies, expressly provide that nothing in that subpart “[a]ffects any authority that ... PHAs may have to regulate animals that assist, support, or provide service to persons with disabilities, under federal, state, or local law.”

The NAHA will respond to a request by a tenant for an assistive animal to be excluded from the provisions of the Pet Policy within thirty (30) days of the tenant’s request. Approval or denial of the request shall be in writing. If the existence of the disability and/or the need for accommodation is not readily apparent (for example, in the case of tenants seeking a reasonable accommodation for an emotional support animal), the tenant may be required to provide to the NAHA documentation from a physician, psychiatrist, social worker, or other mental health professional that the animal provides support that alleviates at least one of the identified symptoms or effects of the existing disability.

In addition, the NAHA is not required to provide any reasonable accommodation that would pose a direct threat to the health or safety of others. Thus, if a particular animal requested by the individual with a disability has a history of dangerous behavior, the NAHA does not have to accept the animal into public housing. Moreover, the NAHA is not required to make a reasonable accommodation if the presence of the assistance animal would (1) result in substantial physical damage to the property of others unless the threat can be eliminated or significantly reduced by a reasonable accommodation; (2) pose an undue financial and administrative burden; or (3) fundamentally alter the nature of the provider’s operations.

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 pet policy will comply with the NAHA’s lease and grievance procedures.
2. All violations of this pet policy will be dealt with as a material violation of the lease and appropriate lease enforcement actions up to and including eviction will 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 NAHA property or creates a threat to the health and safety of any member of the public housing community, including tenants, household members, guests and/or employees, NAHA may require the removal of the tenant’s pet upon 48 hours written notice. Failure to comply with this notice will be deemed a violation of the tenant’s lease obligations. Any violation will 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 North Adams animal control officer.
3. If NAHA determines on basis of objective facts that a pet owner has violated a rule governing the owning and keeping a pet, a letter of violation will be given to the tenant. The notice of pet rule violation will contain a brief statement of the factual basis for the determination and pet rule(s) alleged to be violated. This letter will state that a tenant must remove the pet within ten (10) days or eviction proceedings will commence. Ten days after this letter is given to the tenant, the manager will inspect the apartment and verify whether or not the pet is gone.

4. If the tenant still has the pet or has not otherwise responded to the ten day letter, the tenant will be served with a notice of a private conference. The notice will reiterate the factual basis for the determination and pet rule(s) alleged to be violated, will state that the pet owner is entitled to be accompanied by another person of his/her choice at the meeting, and will state that the pet owner's failure to request a meeting or to appear at a requested meeting may result in initiation of procedures to terminate the pet owner's tenancy.

If the tenant fails to respond to the private conference notice, a 30-day notice to quit will be issued. If the tenant responds at the conference, the tenant 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 will follow up to verify that the tenant has removed the pet or otherwise complied with this policy. Should the tenant refuse to comply or if he/she has been a repeat offender of the pet policy, the manager will proceed with eviction through issuance of a 30-day notice to quit.

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.

I have received a copy and understand the Public Housing Pet and Assistive Animal Ownership Policy and I agree to comply with all provisions of the Policy.

Name of Tenant

Address

Signature of Tenant

Date

MRH:mee