

HUDSON HOUSING AUTHORITY ELDERLY/DISABLED STATE-AIDED HOUSING PET POLICY

The purpose of this Pet Policy is to set forth the policies, procedures, and regulations for residents to enjoy the companionship of their pets, while maintaining the health and safety of all Hudson Housing Authority (HHA) residents, and the overall cleanliness of the HHA.

This policy was written to be consistent with and reflect the requirements in St. 1989, c. 151, 760 CMR 6.00, and the Pet Guidelines.

1. EXCLUSIONS

This policy does not apply to animals that are used to assist persons with disabilities. Service and support animals are not considered “pets” and the Pet Policy does not apply. However, there are still legal limitations related to the care and keeping of service and support animals which are addressed in the HHA Reasonable Accommodation in Housing Policy – Service and Support Animal Policy. If you have questions about the Service and Support Animal Policy, please contact the HHA office at (978) 562-9268.

2. PETS IN PUBLIC HOUSING

The Hudson Housing Authority (HHA) allows for pet ownership in its developments with the written, pre-approval of the HHA. Residents are responsible for any damage caused by their pet, including the cost of fumigating or cleaning their units. In exchange for this right, resident assumes full responsibility and liability for the pet and agrees to hold the HHA harmless from any claims caused by an action or inaction of the pet.

3. PROCEDURES

Each tenant (including a prospective tenant about to sign a lease) who seeks to keep a pet (other than caged birds, which are not unreasonably noisy, or fish in tanks) shall first ask for the HHA’s approval to have a pet before moving a pet into their unit.

Application – Residents of the HHA who wish to keep common household pets must notify the HHA in writing. An HHA Pet Policy Lease Addendum must be signed by the Resident and approved by the HHA before a pet is allowed on HHA property. Additionally, the following forms are required to be completed and received by HHA before an animal is allowed on HHA property:

- Pet Policy Lease Addendum
- Pet Ownership Information form (with required attachments)
- Alternative Caretaker Form

Tenants shall be required to always have on file at HHA a current Pet Ownership Information Form and an updated Alternative Caretaker Form.

Denial – Should the HHA deny an application for pet ownership, the HHA shall inform the Tenant in writing of the reason(s) for denial and the tenant’s right to appeal the Executive Office of Housing and Livable Communities (“EOHLC”). Such notice shall also notify the Tenant that they must appeal said determination, in writing, within (14) days of receipt of denial.

When seeking to appeal said determination to EOHLC, the Tenant shall provide the documentation outlined above in paragraph (a) through (f).

4. TYPES AND NUMBER OF PETS

Only **ONE** pet per unit will be allowed.

The HHA will allow only common household pets. This means only domesticated animals such as a dog, cat, bird, rodent (including a rabbit), or fish in aquariums will be allowed in units. Common household pets do not include reptiles. If this definition conflicts with a state or local law or regulation, the state or local law or regulation shall govern.

All dogs and cats older than six (6) months old must be spayed or neutered. A licensed veterinarian must verify this fact.

Any animal deemed to be potentially harmful to the health or safety of others, including attack or fight trained dogs, will not be allowed.

No animal may exceed ***THIRTY (30) pounds*** in weight projected to full adult size.

Fish shall be limited to one (1) fish tank – no larger than twenty (20) gallons in size.

Birds shall be limited to a single bird cage – no larger than eight (8) cubic feet in size.

5. PROHIBITED ANIMALS

The Following categories of animals, without limitation, are explicitly prohibited as pets on HHA property:

- a. Wild Animals – such as ferrets, foxes, skunks, squirrels, coyotes, groundhogs, turkeys;
- b. Stray Animals;
- c. Reptiles – such as snakes, turtles, lizards, and iguanas;
- d. Insects – such as spiders;
- e. Farm Animals – such as ducks, chickens, and pigs.

Tenants shall not shelter or harbor Prohibited Animals. For purposes of this policy, the feeding of Prohibited Animals, including leaving food dishes out for them, shall be construed as harboring said animals and serve as a violation of this policy and may result in removal of the animal or termination of the Tenant's lease, at the Executive Director's discretion.

6. INOCULATIONS

All pets must be appropriately inoculated against rabies, distemper and other conditions prescribed by state and/or local ordinances. They must comply with all other state and local public health, animal control, and anti-cruelty laws including any licensing requirements. A certification signed by a licensed veterinarian or state or local official shall be annually filed with the Hudson Housing Authority to attest to the inoculations.

If health problems prevent such spaying or neutering, a veterinarian's certificate, signed under the pains and penalty of perjury, will be necessary to allow the pet to be housed at the HHA. Such an exception shall be at the Executive Director's sole discretion.

7. FINANCIAL OBLIGATIONS OF RESIDENTS

A pet deposit of \$0 is required at the time of registering a pet.

Any resident who owns or keeps a pet in their dwelling unit will be required to pay for any damages caused by the pet. Also, any pet-related insect infestation in the pet owner's unit will be the financial responsibility of the pet owner and the HHA reserves the right to exterminate and charge the resident.

8. ANIMAL CARE

Tenants are responsible for the proper care of animals which reside in their units. To this end, Tenants shall maintain good nutrition, grooming, exercise, and regular veterinary care and inoculations.

Pets may not be left unattended in a dwelling unit for over TWELVE hours. If the pet is left unattended and no arrangements have been made for its care, the HHA may, at the Executive Director or his/her designee's discretion: (1) Contact the alternate caretaker, as provided by the Tenant in their application, who will assume immediate responsibility for the care of the pet; or (2) enter the unit and take the unattended animal to be boarded at a local animal care facility at the expense of the Tenant.

In the event of illness or death of pet owner, or in the case of an emergency which would prevent the pet owner from properly caring for the pet, the HHA has permission to call the emergency caregiver designated by the resident on the Alternative Caretaker Form, or the local Pet Law Enforcement Agency, to take the pet and care for it until family or friends would claim the pet and assume responsibility for it. Any expenses incurred will be the responsibility of the pet owner.

Residents must take appropriate actions to protect their pets from fleas and ticks.

9. CLEANLINESS

Tenants who own animals shall be responsible for maintaining the cleanliness of their unit in accordance with the State Sanitary Code and Section IX (I) of the HHA Lease. Failure to keep the unit in a clean and sanitary condition because of the presence of an animal shall serve as grounds to demand that the Tenant cease housing the animal and/or as grounds for lease termination at the Executive Director's discretion.

Residents owning cats shall maintain waterproof litter boxes for cat waste. Refuse from litter boxes shall not accumulate or become unsightly or unsanitary. Litter shall be disposed of in an appropriate manner.

Pet bedding shall not be washed in any common laundry facilities.

10. NUISANCE OR THREAT TO HEALTH OR SAFETY

The pet and its living quarters must be maintained in a manner to prevent odors and any other unsanitary conditions in the owner's unit and surrounding areas.

Repeated, substantiated complaints by neighbors or HHA personnel regarding pets disturbing the peace of neighbors through noise, odor, animal waste, or other nuisance may result in the owner having to remove the pet or move him/herself.

11. DESIGNATION OF PET AREAS

Pets must be kept in the owner's apartment or on a leash at all times when outside the unit (no outdoor cages may be constructed). Pets will be allowed only in designated areas on the grounds of the property if the HHA designates a pet area for the particular site. Pet owners must clean up after their pets and are responsible for proper disposing of pet waste.

With the exception of assistive animals, no pets shall be allowed in the community room, community room kitchen, laundry rooms, public bathrooms, lobby, hallways or offices.

12. IDENTIFICATION

All dogs must wear a tag bearing the resident's name and phone number and the date of the latest rabies inoculation.

13. COMMERCIAL USE

Pets cannot be kept, bred or used for any commercial purpose.

14. CONTROL AND CONFINEMENT

A pet owner shall physically control or confine his/her pet during the times when HHA employees, agents of the HHA, or others must enter the pet owner's apartment to conduct business, provide services, enforce lease terms, etc.

15. VISITING PETS

Pets that meet the size and type criteria outlined above may visit the projects/buildings where pets are allowed for up to two weeks without HHA approval. Tenants who have visiting pets must abide by the conditions of this policy regarding health, sanitation, nuisances, and peaceful enjoyment of others. If visiting pets violate this policy or cause the tenant to violate the lease, the tenant will be required to remove the visiting pet.

16. ENFORCEMENT

HHA Management shall be responsible for making every effort to assure compliance with the policies and procedures set forth in this Policy. To that end, management will at the first sign of a problem or concern contact the animal owner Tenant involved.

Failure on the part of any animal owner Tenant to take necessary and immediate steps to correct any problem involving the animal shall be considered a violation of the pet policy, a breach of the written lease pursuant to Section IX(O) and Section IX(Q), and may result in removal of the animal or termination of the lease, at the Executive Director or his/her designee's discretion.

In enforcing the provisions of this Policy, the HHA reserves the right to report any violation of the Town of Hudson's Bylaws to the appropriate authorities – including the Town of Hudson's Animal Control Officer – and to assist in any investigation of the Animal Control Officer.

17. GRIEVANCE PROCEDURES

If the HHA takes any action pursuant to this Policy, which a Tenant has a right to grieve, and a Tenant elects to grieve such action, then such grievance shall be performed in accordance with the HHA Grievance Procedure.

18. OTHER LEASE PROVISIONS

If a Tenant wishes to house an animal, they must be able to do so while conforming with all other provisions of the HHA lease.

HUDSON HOUSING AUTHORITY

PET POLICY LEASE ADDENDUM

Resident's Name _____

Resident's Address _____

I have received my copy of the Hudson Housing Authority's Pet Policy.

[] I own a pet and I will abide by the conditions and restrictions outlined in the Pet Policy, including completing and submitting to HHA a Pet Ownership Information form and an Alternative Caretaker Form.

Signed _____

Date _____

[] I do not own a pet at this time. If in the future I decide to obtain a pet, I will inform the Hudson Housing Authority before housing it.

Signed _____

Date _____

HUDSON HOUSING AUTHORITY
PET OWNERSHIP INFORMATION FORM

As an HHA pet owner, I, _____, hereby certify that I have provided the Hudson Housing Authority with the following information:

- ☐ A complete Alternate Caretaker Form, attached;
- ☐ Veterinary certificates of spaying or neutering, rabies, distemper, parvovirus, feline leukemia, and other inoculations.
- ☐ I have attached a recent color photo and identifying description of the animal;

Furthermore, if the animal is a dog:

- ☐ I have attached a dog licensing certificate, from the Town of Hudson.

PET INFORMATION

Pet Name: _____

Type of Pet: _____

Age of Pet: _____

ATTENDING VETERINARIAN INFORMATION

Name: _____

Address: _____

Phone: _____

Tenant Signature: _____

Address: _____

Date: _____

HUDSON HOUSING AUTHORITY

ALTERNATIVE CARETAKER AND EMERGENCY BOARDING FORM

The Hudson Housing Authority REQUIRES all tenants who own pets to designate a person to act as caretaker of the pet(s). This caretaker will be responsible for caring for the pet (specifically feeding, cleaning, providing exercise and medical care) in the event the tenant is unable to due to sickness, hospitalization, death, or any event that would leave the pet unattended. This caretaker also agrees to take and provide a suitable home for the pet in the event that the tenant is no longer able to do so.

Name of Tenant _____

Address _____

PET INFORMATION

Name of Pet _____ Type of Pet _____

CARETAKER INFORMATION

Name _____

Address _____

Phone Number _____

TENANT STATEMENT

I, _____, hereby designate _____ as the caretaker for the pet(s) I have now or will have in the future.

Tenant Signature _____ Date _____

CARETAKER STATEMENT

I, _____, agree to act as caretaker to the pet described above, and for any future pets belonging to _____.

I understand that the Hudson Housing Authority may call on me to become caretaker as soon as they are aware of an unattended pet(s) and I will respond immediately.

Caretaker Signature _____ Date _____

EMERGENCY BOARDING ACCOMMODATIONS

I, _____, hereby agree that in the event that I am incapacitated, and my designated Alternative Caretaker is unresponsive or also incapacitated, then the Hudson Housing Authority may board my animal _____ in the following boarding:

Name of Boarding/Kennel: _____

Address: _____

Phone number: _____

I hereby agree to reimburse the Hudson Housing Authority for any and all costs and/or fees incurred for coordinating such boarding. I further agree to waive and forever discharge the Hudson Housing Authority from any liabilities that I may suffer as a result of requiring the Hudson Housing Authority to arrange such accommodations for my animal.

Tenant Signature _____ Date _____