

Addendum to the lease

Pet Guidelines & Registration for State Elderly & Disabled, and Family Residents Pet Policy and Resident Agreement Form

Nothing in this policy shall allow for the violation of, or conflict with applicable Federal, State, or local law.

ANIMALS THAT ASSIST PERSONS WITH DISABILITIES

Pet rules will not be applied to trained and certified animals which assist persons with disabilities. Assistive animals 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, to refrain from disturbing their neighbors, to register their service animal with the GBHA, and to comply with inoculations and licensing requirements.

To be excluded from the pet policy, the resident/ pet owner must certify that there is a person with disabilities in the household and provide documentation that the animal has been trained to assist with the specified disability.

No pets, other than those needed to assist mobility, may be present in community rooms.

A. MANAGEMENT APPROVAL OF PETS

All pets must be approved in advance by the GBHA management. {Existing residents, at the time of adoption of this policy, will have 60 days to gain approval. This approval is notwithstanding the immediate need of pet owners to comply with requirements for inoculation, spaying, neutering, and licensing.}

Registration of Pets

Pets must be registered with the GBHA before they are brought onto the premises. Registration includes, but is not limited to, a certificate signed by a licensed veterinarian or local humane authority that the pet has received all inoculations required by State or local law, and that the pet has no communicable disease, is **spayed, or neutered**, and is pest-free. Dogs must be licensed to the owner by the Town of Great Barrington or the Town of Sheffield, MA. The registration procedure shall include a photo of the pet.

Registration must be renewed annually, to be coordinated with the annual recertification date, and require proof of current licensing and inoculation which will be submitted by the resident at least 30 days prior to annual reexamination. Registration shall include the names and addresses of two persons able to assume responsibility for the pet if necessary. Registration renewal will also be dependent on the lack of any complaints concerning the pet's behavior or the owner's control of the pet.

Approval for the keeping of a pet shall not be granted prior to the completion of these requirements.

At no time is a tenant to feed or harbor stray animals/wildlife.

Refusal to Register Pets

The GBHA may not refuse to register a pet based on the determination that the pet owner is financially unable to care for the pet. If the GBHA refuses to register a pet, a written notification will be sent to the pet owner stating the reason for denial.

The GBHA will refuse to register a pet if the pet is not a common household pet as defined

in this policy, if the pet owner fails to provide complete pet registration information, or fails to update the registration annually, or if the GBHA reasonably determines that the pet owner is unable to keep the pet in compliance with the pet rules and other lease obligations. The pet's temperament and behavior may be considered as a factor in determining the pet owner's ability to comply with provisions of the lease.

A notice of "refusal to register" may be combined with a notice of a pet violation. A resident who cares for another resident's pet must notify the GBHA and agree to abide by all of the pet rules in writing.

B. STANDARDS FOR PETS

A "common household pet" is the only type of pet allowed to be kept by a resident, and is defined exclusively as a domesticated animal, such as a dog, cat, bird, rodent (including a rabbit), fish or turtle. The pet may not be used for commercial /breeding purposes.

Snakes, rats, mice, poultry, fowl and birds of prey shall not be kept as pets, nor shall any types or breeds of dogs that are bred for fighting, or which have a history of aggression or dangerousness as determined by state law, local ordinance, GBHA resolution, or by the Animal Control Officer of the Town of Great Barrington or the Town of Sheffield, who may make such determination based on the propensity of the breed or type to act in an aggressive or dangerous manner in physical surroundings matching those of the public housing development.

Massachusetts State Law and local ordinances may further prohibit the private ownership of several species of animals.

If a pet gives birth to a litter, the resident must remove all offspring within 4 weeks and spay the cat/ dog from doing so again immediately. Only one pet is to remain.

Dogs and cats must wear a collar with a tag(s) indicating that the pet is licensed with the Town of Great Barrington or Town of Sheffield (for dogs) and inoculated (for cats beyond six months old), as well as a tag with the name of the animal, the owner's name and phone number (for both dogs and cats).

Types of Pets Allowed

Tenants are permitted to have one type of pet, (one dog or one cat) and/or caged animal as listed below.

Dogs kept by residents shall not exceed 35 lbs.

A family may keep one dog. Dogs must be housebroken, must be current in having received inoculations, and must be properly licensed by current law and ordinance. Dogs must be kept on a leash and under the control of the owner when outside the building. All dogs must be spayed or neutered. Residents must own and consistently use a "pooper scooper" or other means of cleaning up after their dogs.

The breeds commonly called Pit Bull Terriers (including, but not limited to, American pit bull terriers, American Staffordshire terriers and Staffordshire bull terriers), Rottweilers and dog breeds listed as property insurance risks. have been determined by the Board of Commissioners not to be conducive to the health, safety, and feeling of security of the

residents.

Cats kept by residents must be spayed or neutered. A family may keep one cat. Cats must be trained to use a litter box or similar receptacle. Cats must be current in having received inoculations. Cats may not be allowed to roam outside the resident's apartment and must be leashed or under the physical control of the owner when in any common area not off limits to pets.

Birds must be always enclosed in a cage. Poultry, fowl, and birds of prey shall not be kept as pets.

Fish must be kept in an aquarium a size no larger than 20 gallons. The aquarium must be kept on the first floor. No piranha may be kept.

Rodents, for the purposes of this policy, shall be defined exclusively as a rabbit, guinea pig, hamster, ferret, or gerbil. Other members of the rodent family not listed are prohibited. No more than a total of two rodents shall be kept by a family. Rodents must be always enclosed in an acceptable cage within the apartment except in the direct presence of the owner. Rodents must be spayed or neutered, inoculated against distemper and rabies and have current any other inoculations determined necessary by the Commonwealth through regulation, and a copy of current verification of these inoculations must be present in the tenant's file. Any burrowing rodent must be declawed, and a leash or cage shall be used to control the animal if it is taken from the apartment.

Turtles shall not exceed six inches in length and shall not include members of the snapping turtle species. Any family shall keep no more than two turtles. Turtles must be always enclosed in an acceptable cage or container.

C. PETS TEMPORARILY ON THE PREMISES

Pets that are not owned by a tenant shall not be allowed on the premises unless preapproved by the management office.

D. DESIGNATION OF PET/NO-PET AREAS

The following areas are designated no-pet areas: any community room; any playground, tot lot or basketball court; any mechanical or boiler room, any public bathroom.

E. ADDITIONAL CHARGES FOR PETS

There is a \$160 deposit required for each pet. The resident will be billed for any amount of damage caused by the pet.

F. ALTERATIONS TO UNIT

Resident pet owners shall not alter their unit, patio, premises, or common areas to create an enclosure for any animal. Dogs are prohibited from being tied up outside with any type of canine ziplines. Installation of pet doors is prohibited.

G. PET WASTE REMOVAL CHARGE

A separate pet waste removal charge of \$25 per occurrence will be assessed against the

resident for violations of the pet policy and requiring staff of the GBHA to clean up the waste of a pet. Pet owners must carry a pooper scooper and/waste bags at all times when outdoors.

H. PET AREA RESTRICTIONS

An area of the grounds has been designated as the area in which to exercise animals and to permit dogs to relieve themselves of bodily wastes. The area marked at the far end of Bernard Gibbons Drive in Housatonic, closest to the locked gate area. Pet owners at Dewey Court in Sheffield will have the grassy area on the left hand side of the driveway opposite the GBHA maintenance shed. Brookside pet owners will have a designated area at the grassy area between Building 8 and the Senior Center. Residents should bring materials with them to clean up and properly dispose of waste.

I. NOISE

Pet owners must agree to control the noise of pets so that such noise does not constitute a nuisance to other residents or interrupt their peaceful enjoyment of their housing unit or premises. This includes, but is not limited to loud or continuous barking, howling, whining, biting, scratching, chirping, or other such activities.

J. BITING OR OTHER AGGRESSIVE BEHAVIOR

Any injury to a human or other animal caused by the bite or aggressive behavior of a pet shall be considered a Pet Rule Violation. A meeting with the pet owner may be scheduled with 48 hours' notice, and correction of a violation may be ordered to be completed forthwith, and remedial corrective action may include immediate temporary removal of the Pet until a permanent correction of the violation can be decided.

K. CLEANLINESS REQUIREMENTS

All animal waste, both in and outside the apartment and including the waste itself and paper, wood shavings or the litter from litter boxes, shall be picked up by the pet owner, disposed of in sealed plastic trash bags, and placed in a trash bin or dumpster daily. **Waste or litter shall not be disposed of by being flushed through a toilet or through a sink or garbage disposal.** Litter boxes shall be stored inside the resident's dwelling unit and kept fresh from odors. The resident shall take adequate precautions to always maintain the unit in an odor-free sanitary condition.

Aquarium rocks must not be disposed of by being put through a garbage disposal, sink drain or toilet.

L. PET CARE

No pet (excluding fish) shall be left unattended in any apartment for a period more than 12 hours. All residents/ pet owners shall be responsible for adequate care, nutrition, exercise, and medical attention for his /her pet.

Pet owners must recognize that other residents may have chemical sensitivities, allergies, or fears related to pets. Pet owners must agree to exercise courtesy with respect to other residents and GBHA staff.

M. INSPECTIONS

In accordance with the lease, GBHA may enter and inspect the unit if a written complaint is received alleging that the conduct or condition of the pet in the unit constitutes a nuisance or threat to the health or safety of the other occupants or other persons in the community under applicable State or local law.

N. PET RULE VIOLATION NOTICE

If a determination is made on objective facts supported by written statements, that a resident pet owner has violated this Pet Policy, written notice will be served. The Notice will contain a brief statement of the factual basis for the determination and the pet rule(s) which were violated. The notice will also state:

- a. That the resident pet owner has 10 days from the effective date of the service of notice to correct the violation or make written request for a meeting to discuss the violation,
- b. That the resident pet owner is entitled to be accompanied by another person of his or her choice at the meeting; and
- c. That the resident pet owner's failure to correct the violation, request a meeting, or appear at a meeting may result in initiation of procedures to terminate the tenancy.
- d. If the pet owner requests a meeting within the seven-day period, the meeting will be scheduled no later than 15 calendar days before the effective date of service of the notice, unless the pet owner agrees to a later date in writing.

O. NOTICE FOR PET REMOVAL

If the resident pet owner and the GBHA are unable to resolve the violation at the meeting or the pet owner fails to correct the violation in the time allotted by the GBHA, the GBHA may serve notice to remove the pet. The Notice shall contain:

- a. A brief statement of the factual basis for the GBHA's determination of the Pet Rule that has been violated.
- b. The requirement that the resident pet owner must remove the pet within 10 days of the notice; and a statement that failure to remove the pet may result in the initiation of termination of tenancy procedures.

P. TERMINATION OF TENANCY

The GBHA may initiate procedures for termination of tenancy based on a pet rule violation if the pet owner has failed to remove the pet or correct a pet rule violation within the time period specified, and the pet rule violation is sufficient to begin procedures to terminate tenancy under terms of the lease, or if the pet owner has habitually violated the terms of this policy and is deemed unable to properly care for the pet under the terms of this policy. Termination of Tenancy is grounds for a grievance.

Q. PET REMOVAL

If the death or incapacity of the pet owner threatens the health or safety of the pet, or other factors occur that render the owner unable to care for the pet, the situation will be reported to the alternate care provider designated by the resident pet owner. This includes pets that are poorly cared for or have been left unattended for more than 24 hours. If the pet is removed because of any aggressive act on the part of the pet, the pet will not be allowed

back on the premises.

If the alternate is unwilling or unable to care for the pet, or if the GBHA, after multiple efforts cannot contact the alternate, the GBHA may contact the appropriate local agency or humane society and request the removal of the pet.

The tenant must keep management informed of any changes such as loss of a pet or finding another home for the pet to reside.

R. GRANDFATHER CLAUSE.

Residents who, prior to the amended pet policy, maintained compliance through either reasonable accommodations or written approval, may re-register them without regard to the size limitations of this policy.

S. EMERGENCIES

For the safety of other residents, the GBHA will take all necessary steps to ensure that pets which become vicious or display symptoms of severe illness, or demonstrate behavior.

that constitutes an immediate threat to the health or safety of others, are referred to the appropriate local agency or humane society authorized to remove such animals. If it is necessary for the GBHA to place the pet in a shelter facility, the cost will be the responsibility of the pet owner.

Pet Agreement: I hereby apply for written permission to keep the following pet in my dwelling unit. I accept complete responsibility for the care and cleaning of the pet wastes. Below is the name and phone number of two alternate care providers for the animal in case I or another member of my family who lives in the unit is unable to care for the pet. I realize I need to provide a photo, vaccination records, local license proof, proof of spay/neuter at the policy onset and at yearly rent determination.

Board Approved: February 22, 2023

Type of animal: (breed/color) _____ Name: _____

Type of animal (breed/color) _____ Name: _____

PET CARETAKER #1

Name: _____

Phone Number: _____

Address: _____

Email: _____

PET CARETAKER #2

Name: _____

Phone Number: _____

Address: _____

Email: _____

I fully understand the rules and regulations regarding the privilege of keeping a pet and agree to abide by those rules and regulations. I understand that failure to comply with the rules for keeping pets could result in having to give up the pet or possible eviction from public housing, in accordance with my lease.

Tenant Signature: _____ Date: _____

Signature of Staff Member: _____ Date: _____

Approved by: