



Pittsfield Housing Authority

65 Columbus Avenue, Ste 1
Pittsfield, Massachusetts 01201-5090

(413) 443-5936
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Federal Public Housing Pet Policy & Rules

Purpose: The purpose of the Pet Policy and Rules is to establish clear guidelines for the ownership of pets and to ensure that no applicant or resident is discriminated against regarding admission or continued occupancy because of ownership of pets. It also establishes reasonable rules governing the keeping of common household pets.

Service and Assistance Animals: Pet Policies do not apply to Service and Assistance Animals. For an animal to be excluded from the pet policy and be considered a service animal, there must be a person with disabilities in the household, and the family must request, and be approved for a reasonable accommodation.

Pets: Only domesticated common household animals may be considered as pets

The following animals are **not** regarded as common household animals:

- Reptiles
- Rodents
- Insects
- Arachnids
- Wild animals or feral animals
- Pot-bellied pigs
- Ferrets or other animals whose natural protective mechanisms pose a risk to small children of serious bites or lacerations
- Animals used for commercial breeding

Prohibited Animals:

Many animals do not meet the definition of common household pet and management reserves the sole right to decide regarding any such animal listed under this section.

The following includes but is not limited to animals considered to be of a vicious and/or attacking nature or animals otherwise not traditionally kept in the home for pleasure and therefore will not be permitted on the premises.

1. Any animal whose adult weight will exceed 25 pounds.
2. Dogs such as Pit Bulls, Rottweilers, Doberman Pinchers, German Shepherds, or breeds not permitted under state or local law or code.
3. Reptiles such as snakes, alligators, lizards, iguanas, chameleons, etc.
4. Farm animals such as chickens, pigs, cows, mules, horses, etc.
5. Wild animals such as lions, leopards, bears, tigers, wolves, etc.
6. Ferrets or other animals whose natural protective mechanisms pose a risk to small children of serious bites or lacerations.



7. Any animal not permitted under state or local law or code.

Number of Pets:

Residents may own a maximum of 2 pets, only 1 of which may be a dog.

In the case of fish, residents may keep no more than can be maintained in a safe and healthy manner in a tank holding up to 10 gallons. Such a tank or aquarium will be counted as 1 pet.

Pet Registration & Approval:

A pet must be registered with PHA before it is brought onto the premises. The pet owner shall update this registration on an annual basis at the time of annual recertification. Pets will not be approved to reside in a unit until completion of the registration requirements. Registration will include the following:

1. A certificate signed by a licensed veterinarian or local/state authority stating that the pet has received all inoculations required by law and that the pet has no communicable disease(s) and is pest-free.
2. A certificate signed by a licensed veterinarian or local/state authority stating that the pet must be spayed or neutered at the time of registration or, in the case of underage animals, within 30 days of the pet reaching 6 months of age. Exceptions may be made upon veterinary certification that subjecting this particular pet to the procedure would be temporarily or permanently medically unsafe or unnecessary.
3. Information sufficient to identify the pet and to demonstrate that it is a common household pet. A recent photograph of the pet shall be submitted by the pet owner to be kept on file by management.
4. A signed statement indicating that the pet owner has read the pet rules and agrees to comply with them.
5. The name, address, and phone number of one or more responsible parties who will care for the pet if the owner dies or becomes incapacitated and can no longer care for the pet.
6. Pets must be licensed in accordance with state or local law. Residents must provide proof of licensing at the time of registration and annually, in conjunction with the resident's annual reexamination.

Failure to comply with the above-referenced registration policies shall constitute grounds for denial of a pet on the premises.

If management, for good reason, refuses to register a pet, a written notification will be sent to the pet owner stating the reason(s) for denial.

Only resident-registered pets are permitted at the development.



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Unregistered Pets:

If it is determined that a tenant has an un-approved pet a letter will be sent to the tenant. The tenant will have 2 options:

1. Register the pet, if the pet meets the allowable criteria
2. Re-home the pet

If the tenant fails register or re-home the pet, within 10 days of the notice, they will be in violation of their lease.

PHA Refusal to Approve Pets:

The PHA will refuse to approve a pet if:

- An animal is not considered a common household pet: Reptiles, Rodents, Insects, Arachnids, Wild animals or feral animals, Pot-bellied pigs or animals used for commercial breeding,
- Keeping the pet would violate any pet restrictions listed in this policy
- The pet owner fails to provide complete pet registration information or fails to update the registration annually
- The applicant has previously been charged with animal cruelty under state or local law; or has been evicted, had to relinquish a pet or been prohibited from future pet ownership due to pet rule violations or a court order
- The PHA reasonably determines that the pet owner is unable to keep the pet in compliance with the pet policy 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.

If the PHA refuses to approve a pet, a written notification will be sent to the pet owner within 10 business days of the PHA's decision. The notice will state the reason and will inform the family of their right to appeal the decision in accordance with the PHA's grievance procedure or appeal process.

Pet Area Restrictions:

Pets must be maintained within the resident's unit. When outside of the unit (within the building or on the grounds) dogs and cats must be kept on a leash or carried. They must be under the control of the resident or other responsible individual at all times.

Pets other than dogs or cats must be kept in a cage or carrier when outside of the unit.

Pets are not permitted in common areas including lobbies, community rooms, laundry rooms and administrative office areas except for those common areas which are entrances to and exits from the building.



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Sanitary Standards:

Pets must have their own areas within the dwelling unit which are maintained in a manner that is clean, sanitary, and odor-free. Cats must have litter boxes with an ample supply of deodorized cat litter.

Pet waste must be disposed of frequently and in a sanitary manner. The following procedures are to be followed:

1. All pet waste must be placed in a plastic trash bag that is adequately secured and disposed of immediately.
2. All trash bags containing pet waste are to be placed in the trash chute. At no time should pet waste or cat litter be flushed down a toilet.
3. All litter boxes and pet cages must be cleaned of pet waste at least once per day.
4. In the case of dogs, the dog crates must be cleaned, disinfected, and deodorized once per month.

Alterations to Unit:

Pet owners shall not alter in any way the dwelling unit, porch, grounds, or common area to accommodate a pet. Pet doors, doghouses and dog pens are strictly prohibited.

Aggressive & Cruelty Behavior:

All complaints of cruelty and all dog/cat bites will be referred to animal control or an applicable agency for investigation and enforcement.

Nuisance or Threat to Health or Safety:

If the health, well-being, and safety of a pet is threatened by the death, incapacity, or negligence of the pet owner, the responsible person listed on the HUD 92006 – Optional Contact form shall be contacted to take responsibility for the pet.

If the responsible person is unable or unwilling to care for the pet, or cannot be contacted despite reasonable efforts, the management agent may remove the pet by:

- Contacting the appropriate agencies and requesting the removal of the pet

In cases where a pet becomes vicious, displays symptoms of severe illness, or demonstrates other behavior that constitutes an immediate threat to the health and safety of the residency as a whole, the pet owner may be asked to remove the pet immediately. If a pet owner refuses to remove a pet immediately or if the pet owner or responsible person cannot be contacted, the pet may be removed by contacting the emergency contact person or appropriate agency.



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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.

Pet Care:

Each pet owner shall be responsible for adequate care, nutrition, exercise and medical attention for their pet.

Each pet owner shall be responsible for appropriately training and caring for their pet to ensure that the pet is not a nuisance or danger to other residents and does not damage PHA property. All dogs and cats should be bathed and/or groomed regularly. Dogs and cats should have their nails clipped on a regular basis. A regular basis is defined as the timeframe necessary to avoid damage to the property and unit. This timeframe may depend on the type of animal, its size, and its routine.

No pet shall be left unattended for more than 12 continuous hours.

No animals may be tethered or chained inside or outside the dwelling unit at any time.

Inspections and Repairs:

Except for emergencies, management will not enter the dwelling unit for performance of repairs or inspections where a pet resides unless accompanied for the entire duration of the inspection or repair by the pet owner or the responsible person designated by the pet owner. The pet must be held under physical restraint by the pet owner or responsible person until management has completed its tasks. Any delays or interruptions suffered by management in the inspection, maintenance, and upkeep of the premises due to the presence of a pet may be cause for lease violation.

Pet-Related Damages During Occupancy:

All reasonable expenses incurred by the PHA as a result of damages directly attributable to the presence of the pet in the project will be the responsibility of the resident, including:

- The cost of repairs and replacements to the resident's dwelling unit
- Fumigation of the dwelling unit
- Repairs to common areas of the project

The expense of flea elimination shall also be the responsibility of the resident.

If the resident is in occupancy when such costs occur, the resident shall be billed for such costs in accordance with the Maintenance and Damage Charges Policy.

Charges for pet-related damage are not part of rent payable by the resident.



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Pets Temporarily on the Premises:

Pets that are not owned by a tenant are not allowed on the premises. Residents are prohibited from feeding or harboring stray animals.

This rule does not apply to tenants who are temporarily caring for animals and have received permission from the management office prior to bringing the animal onto the premises.

Pet Policy Violation Procedures:

All pet owners will be required to abide by all provisions of the Public Housing Residential Lease and the Pet Policies and Procedures for the Public Housing Program associated with owning and keeping a pet in their apartment. If it is determined that a pet owner has violated the policy governing pet ownership, the following procedures shall be observed:

A written notice of the pet policy violation shall be served on the pet owner outlining the following:

- a. Basis of the determination and pet policy(s) violated.
- b. Statement that the pet owner has ten (10) days from the date of the notice to correct the violation (including, in appropriate circumstances, removal of the pet).
- c. Statement that the pet owner may make a written request for a meeting to discuss the violation. This request must be made within three (7) days of the date of the notice of the violation.
- d. Statement that failure by the pet owner to correct the violation, to request a meeting, or to appear at a requested meeting may result in the termination of the lease agreement.
- e. If the pet owner makes a timely request for a violation meeting, a time and place for the meeting shall be established no later than fifteen (15) days from the date of notice of the pet violation.
- f. Failure to correct the violation, request a meeting, or appear at a requested meeting may result in initiation of procedures to remove the pet, or to terminate the pet owner's tenancy.

If the pet owner has not resolved the violation, or if the violation is not resolved at the requested violation meeting, a notice shall be served to the pet owner requiring the removal of the pet. In such cases, the pet owner must remove the pet within fifteen (15) calendar days of the determination notice. Failure to comply with management's request to remove a pet may result in the termination of the pet owner's lease agreement.

Notice for Pet Removal:

If the pet owner and the PHA are unable to resolve the violation at the meeting or the pet owner fails to correct the violation in the time period allotted, the PHA may serve notice to remove the pet.

The notice will contain:

A brief statement of the factual basis for the PHA's determination of the pet rule that has been violated



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The requirement that the resident /pet owner must remove the pet within 15 calendar days of the determination notice

A statement that failure to remove the pet may result in the initiation of termination of tenancy procedures

Pet Removal Due to Death or Incapacity of the Owner:

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 responsible party designated by the pet owner.

If the responsible party is unwilling or unable to care for the pet, or if the PHA after reasonable efforts cannot contact the responsible party, the PHA may contact the appropriate state or local agency and request the removal of the pet.