
NEW BEDFORD HOUSING AUTHORITY

OPERATIONS MANUAL

DATE: December 3, 2015
Revised 12/13/2019

Release No. 20A

TO: All Employees and Residents of the NBHA

SUBJECT: Federal Pet Policy

The following rules are established to govern the keeping of pets in (Federal) housing and on properties owned and operated by the New Bedford Housing Authority. The manager of each of the Authority's public housing developments shall have primary responsibility of enforcing the guidelines of this Pet Policy. This policy has been developed in compliance with the Quality Housing and Work Responsibility Act of 1998. Also considered, are the safe and humane treatment of pets and the quality of life issues of NBHA residents and neighbors.

This policy does not apply to Assistive Animals that reside in public housing or that visit NBHA properties. It does not limit or impair the rights of persons with disabilities, or affect any authority the NBHA has under other legal provisions to regulate animals that assist persons with disabilities.

Residents of the NBHA who wish to keep common household pets must notify the Property Management Office in writing. A **NBHA Pet Policy AGREEMENT** (on page 5) must be signed by the **Resident** and approved by the **Senior Property Manager** *before* animals are allowed on Housing Authority property.

Each Resident Pet Owner must provide:

- a) A color photo and identifying description of the pet;
- b) Attending veterinarian's name, address and telephone number;
- c) Veterinary certificates of spaying or neutering, rabies, distemper combination, parvovirus, feline leukemia testing, feline VRC and other inoculations when applicable;
- d) Dog licensing certificates in accordance with local and state laws;
- e) Two (2) alternate adult caretakers, their names, addresses and telephone numbers, who will assume immediate responsibility for the care of the pet should the owner become incapacitated; these caretakers must be verified in writing;
- f) Emergency boarding accommodations;
- g) Name of adult ultimately responsible for pet.

A pet must be at least six months of age with all stated requirements satisfied before the pet is approved or allowed on NBHA property. A personal liability insurance policy is strongly recommended by the NBHA for all pet owners.

Resident Pet Owner's responsibilities include but are not limited to:

- No resident shall have more than one pet. A maximum of two birds may be permitted and in the case of fish, no more than one aquarium with a 20-gallon capacity shall be allowed. A filtered aquarium of up to 20 gallons is considered and added utility and will require and added utility expense monthly. Please refer to the NBHA Utility Policy & Procedure.
- Maintaining his/her pet responsibly and in accordance with applicable state and local public health, animal control, and animal anti-cruelty laws and regulations and in accordance with the NBHA Pet Policy.
- Providing adequate care for the pet at all times.
- Registering his/her pet with the Property Management Office along with an identifying description of the animal and the adult household member who will be primarily responsible for the animal's care.
- Assuring his/her pet is at least six months old and does not exceed eighteen (18) pounds by adulthood. Cats are exempt from this requirement.
- Immediately cleaning up the animal feces of his/her pet inside the apartment or on any other NBHA property. Under no circumstances should any pet debris be deposited in a toilet as blockages will occur and tenants will be responsible for cost of repairs or replacement of any damaged toilets or pipes.
- Keeping pets restrained on a leash at all times when outside of the housing unit and on NBHA property. Pets are not to be leashed or tied to any NBHA fences, buildings, railings, clothesline poles, or the like. A pet leash is not to exceed seven (7) feet in length.
- Assuring his/her pet does not annoy other tenants or neighbors by excessive barking or other noise.
- Keeping his/her pet free of pests, such as ticks or fleas. A Resident Pet Owner will be responsible for any extermination required as a result of his/her pet.
- Having a current license and rabies tag.
- Assuring his/her pet is not left unattended outside of an apartment on NBHA property at any time. No pet is to remain unattended, for more than twenty-four (24) hours, except in the case of a dog, which shall be no more than twelve (12) hours.
- Providing the name of the household member who can and will return home if the animal experiences distress or causes a disturbance when left alone.
- Reporting all animal bites to the Property Management Office and Police Department immediately
- The regular removal and replacement of litter used in litter boxes or in portable animal enclosures within the dwelling unit so as to comply with all health requirements.
- Pet blankets and bedding are not to be cleaned or washed in the Authority's laundry room for hygienic reasons.
- Residents are expressly prohibited from feeding or harboring stray animals. The feeding or harboring of a stray animal shall constitute having a pet without the approval of the Authority.
- Management reserves the right to require dog owners to relocate to a comparable unit on the ground floor of their building based upon written complaints concerning: 1) the behavior of the dog in the elevator or hallways; or 2) the documented medical conditions of residents affected by the presence of the dog.
- In the event that a pet housed in one of the Authority's units gives birth to a litter, the resident pet owner shall remove from the premises all said pets except the pet that was already registered and added to the lease by signing this policy.

- Visitors with pets will not be allowed on the premises, with the exception of Assistive Animals. Residents may not temporarily care for pets of friends or relatives in their apartments.

Common household pets do not include:

- Animals who would be allowed to produce offspring for sale.
- Wild animals, feral animals, and any other animals who are unamenable to routine human handling or who pose a threat to children and the elderly, such as ferrets, foxes, skunks, squirrels, coyotes and groundhogs. These animals are not to be fed or welcomed on NBHA property.
- Reptiles, such as snakes, turtles, lizards, and iguanas who pose a significant risk of salmonella to those who handle them.
- Animals of species commonly used or found on farms, such as ducks, baby chicks, chickens or potbellied pigs.
- Non-human primates, such as monkeys.
- Pigeons, doves, mynah birds, psittacine birds, and birds of other species that are host to the organisms causing psittacosis in humans. Pigeons, doves, seagulls are not to be fed on NBHA property.
- Vicious animals as defined by city ordinance, state law, and/or insurance providers.
- Dogs such as Pit Bulls/Staffordshire Terriers, Rottweiler, Chow, Boxer breeds, German Shepherd, and Doberman Pinscher, and/or dogs of similar temperament. These **are not** allowed on NBHA property.

The responsibilities of Management in dealing with quality-of-life issues for public housing residents include but are not limited to:

- Protecting the health, safety, and quiet enjoyment of public housing residents in a relatively dense housing environment where a companion animal may be allowed.
- Informing a Resident Pet Owner, of any allegations of violations of the NBHA Pet Policy.
- Prohibiting the keeping of any animal on NBHA property by any resident who is charged with or has been convicted of cruelty to an animal.
- The strict enforcement of the NBHA Pet Policy up to and including the right of Management to seek impoundment and sheltering of any animal found to be in violation of NBHA rules, pending resolution of any dispute regarding such violation.
- Enforcing the prohibition of keeping any dog in any dwelling unit contained in a building structure that is not contiguous with an outdoor common area measuring at least four hundred (400) square feet in area.
- Pet owners agree to apartment inspections when, in the opinion of the Authority, there is reasonable basis to believe that pets and/or units, are not being cared for properly or that undue damage to the apartment has been done by a pet.
- Each animal's registration, if applicable, including a copy of the annual veterinary examination.
- Documentation of current rabies, distemper combination, parvovirus, feline leukemia testing, feline VRC and other inoculations when applicable.
- Copy of the license issued by the City of New Bedford.

- Name and telephone number of the veterinarian who provides care to the animal.

If a pet constitutes an immediate, serious threat to health or safety, management may have the pet removed immediately.

Whenever it is reasonably determined that a pet constitutes a non-immediate threat to the health or safety of public housing residents, but creates a nuisance which disturbs the rights, comfort, peace, and quiet enjoyment of other residents, or if the owner of the pet becomes incapacitated or unable to care for the pet, after receipt of a written demand from Management, the Resident Pet Owner may request a meeting with the Pet Committee.

If the Pet Committee, for whatever reason, is unable or unwilling to reach a decision in the matter within forty-five (45) days of the request for a meeting by the resident, management may make a reasonable determination as to whether the pet is a threat to the health or safety of the public housing residents or causes a nuisance which disturbs the rights, comfort, peace, and quiet enjoyment of public housing residents and take appropriate remedial action. Management may also make the reasonable determination whether the Resident is able to care for the pet.

The Pet Committee shall be comprised of five members selected by the Resident Advisory Board and shall include: at least one member of the NBHA staff, one member of the NBHA Resident Advisory Board, one NBHA resident pet owner, one NBHA resident non-pet owner and one member with veterinary and/or pet obedience training experience.

Steven A. Beauregard
Executive Director

Please see attached PET POLICY AGREEMENT to be signed by Resident and NBHA Senior Property Manager.

NEW BEDFORD HOUSING AUTHORITY

PET POLICY AGREEMENT

To be attached to lease

I _____ do hereby agree to comply with all rules and regulations of the New Bedford Housing Authority Pet Policy, Operations Release No. 76.
(Resident)

1. Both parties have read and signed the Pet Policy. If the resident's security deposit does not cover damages caused by the pet, the resident will be responsible for any additional charges under terms of the housing lease including repairing or replacing damaged areas of the exterior, interior, doors, walls, floor coverings and fixtures in the unit, outside areas or other areas damaged by tenant's pet. Cleaning, deodorizing and sanitizing carpeting and other floor coverings in the unit as necessitated by presence of a pet.
2. Management will inform a resident of any complaints or violations it receives concerning a resident's pet and reserves the right to enter a dwelling unit when there is evidence that an animal left alone is in danger or distress.
3. An animal shall be removed from a dwelling unit and impounded in the event of a maintenance emergency that requires immediate attention and the resident pet owner is not present or when scheduled maintenance work cannot be performed because of the animal.
4. The resident is responsible for providing adequate care for the pet at all times.
5. The resident-is responsible for maintaining the pet responsibly and in accordance with applicable state and local public health, animal control, and animal anti-cruelty laws and regulations, and in accordance with the NBHA Pet Policy.
6. Failure to comply with the NBHA Pet Policy will be cause for eviction of the resident for violation of the Lease.
7. It is fully understood that each and every rule and regulation contained in the Pet Policy of the NBHA will be strictly enforced to ensure the safe and humane treatment of pets, while providing for the quality of life issues of our residents and neighbors.

DATE

RESIDENT

DATE

NEW BEDFORD HOUSING AUTHORITY

BY: _____
SIGNATURE

SENIOR PROPERTY MANAGER