

## **Chapter 10**

### **PETS**

[24 CFR 5, Subpart C; 24 CFR 960, Subpart G]

#### **INTRODUCTION**

This chapter explains the PHA's policies on the keeping of pets and any criteria or standards pertaining to the policies. The rules adopted are reasonably related to the legitimate interest of the PHA to provide a decent, safe and sanitary living environment for all tenants, and to protect and preserve the physical condition of the property, as well as the financial interest of the PHA.



## Responsible Pet Ownership

For Responsible Companion Pet Ownership  
For the Elderly and Handicapped In State-aided and Federally-funded Public Housing

These policy guidelines are to assist in meeting the needs of pets, pet owning tenants, non-pet owning tenants, and Salem Housing Authority responsibilities in the pursuit of health, happiness and peaceful co-existence in a community atmosphere.

### Guidelines

Any resident interested in owning and/or maintaining a common household pet in his/her unit will be required to obtain written approval from the Salem Housing Authority prior to housing a pet on the Salem Housing Authority's property. Management reserves the right to request and check references for previous pet ownership. If management feels a pet is inappropriate, management will inform resident. Permission for a specific pet will not be unreasonably withheld.

To obtain approval, a resident must first submit a completed "Salem Housing Authority Application for Pet Ownership in Elderly/Handicapped Housing" (see attached) which will include among other things, information concerning the size and type of pet intended for ownership by the resident. The Salem Housing Authority will provide the resident with a copy of the Salem Housing Authority's "Pet Policy" and will review all of the rules and regulations listed therein with the resident.

Upon approval of an application by the Salem Housing Authority, the tenant shall sign a "Pet Rider" (see attached) to the lease and agree to abide by the rules listed below and those city/town ordinances applicable to the ownership and care of a pet. Following approval of an application and prior to keeping the pet, the tenant shall post the requisite security deposit with the Salem Housing Authority.

In the event the Salem Housing Authority denies a "Salem Housing Authority Application for Pet Ownership in Elderly/Handicapped Housing", the tenant will be notified in writing of the reason for denial and the tenant's right to appeal to the Department pursuant to State or Federal regulations.

A companion animal will be defined as a domesticated animal of a species that is commonly kept as a household pet in the community. A cat or dog is an example of a domesticated animal which is commonly kept as a household pet. A monkey or snake is an example of an animal which is not commonly kept as a household pet in the community.

A service animal which is specially trained to assist an individual with a disability in specific activities of daily living (for example, a dog guiding individuals with impaired vision or alerting individuals with impaired hearing) is not considered a pet for which permission to keep is required when it is kept in a safe and sanitary manner by an individual with a disability to whom the animal gives necessary assistance in

activities of daily living; a service animal shall be considered a *pet* in computing the number of pets kept. There are separate policies for these types of animals (Service Animal Policy and Reasonable Accommodations Animal Policy) which are available.

Caged birds are not considered pets for which permission to keep is required. There will be no more than one cat or dog per apartment. The mature size of newly acquired dogs is limited to a weight not to exceed 40 pounds. The size of a dog is not directly related to its desirability as a resident. Each animal shall be taken into consideration for its individual merit, based upon the facilities available.

Dogs of vicious or aggressive disposition will not be permitted. Due to age and behavioral activities of puppies and kittens, applications for ownership of such young animals shall be more closely reviewed prior to approval.

All female dogs over the age of six months and all female cats over the age of five months must be spayed. All male dogs over the age of eight months and all male cats over the age of ten months must be neutered. If health problems prevent such spaying or neutering, a veterinarian's certificate will be necessary to allow the pet to become a resident of the development and the exception will be at the Executive Director's discretion.

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;
- 2) the documented medical conditions of residents affected by the presence of the dog.

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.

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The pet owner will be responsible for proper pet care, good nutrition, grooming, exercise, flea control, routine veterinary care and yearly inoculations. Dogs and cats must wear identification tags and collars when outside unit.

The pet owner is responsible for cleaning up after pet inside the apartment and anywhere on development property. A "pooper scooper" and disposable plastic bags should be carried by owner. All waste will be bagged and disposed of in a receptacle determined by management. Toilets are not designed to handle pet litter. Under no circumstances should any pet debris be deposited in a toilet as blockages will occur. Tenants will be responsible for the cost of repairs or replacement of any damaged toilets or pipes.

Pet blankets and bedding are not to be cleaned or washed in the laundry room for hygienic reasons.

The pet owner will keep the unit and any surrounding Salem Housing Authority property clean and free of pet odors, insect infestation, waste and litter and maintain the unit in a sanitary condition at all times.

The pet owner will restrain and prevent pet from gnawing, chewing, scratching or otherwise defacing doors, walls, windows and floor coverings of the unit, other units and common areas, as well as shrubs and landscaping of the facility.

/) Pets are not to be tied outside or left unattended on a patio or porch.

Residents will not alter their unit, patio, or other outside areas to create an enclosure for an animal. Pets will be restrained at all times, when outside apartment on development property. No pet shall be loose in hallways, elevators, community rooms, dining rooms or other common areas. All pet owners must be able to control their pets via leash, pet carrier or cage.

Visitors with pets will be allowed as long as they notify management and generally conform to the policy's guidelines.

Pets will not be allowed to disturb the health, safety, rights, comfort or quiet enjoyment of other residents. A pet should not create a nuisance to neighbors with excessive barking, whining, chirping, or other unruly behavior.

Resident pet owners must provide litter boxes for cat waste which must be kept in the owner's unit. Litter boxes shall be kept clean and odor free.

Pet owners will agree to quarterly apartment inspections to be sure pets and units are being cared for properly. These inspections may be reduced or increased in time periods at the Salem Housing Authority's discretion. Pet owners further agree to apartment inspections when, in the opinion of the Authority, there is a 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.

) The resident is responsible for providing management with the following information and documents which are to be kept on file in the tenant's folder. The resident is responsible for keeping management informed of any change of information.

- 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 YRC, feline leukemia testing and other inoculations when applicable;
- d) dog licensing certificate in accordance with local and state laws;
- e) two (2) alternate 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 by signing the Lease Pet Rider acknowledging their responsibilities as specified;
- f) emergency boarding accommodations;
- g) temporary ownership (overnight or short term) shall be registered with Salem Housing Authority under the pet rules and regulations.

#### Mallageme 11.1's Responsibilities

Establishment of an Animal Committee consisting of animal owners, non-animal owners, local interested humane groups and veterinarians, their staff, and volunteers who have knowledge of animal issues, for in-house pet ownership management.

\_\_\_\_; The Salem Housing Authority shall post the rules and regulations of pet ownership and maintenance and

enforcement, including any changes thereto, in the management office and shall inform all registered pet owners of any changes in such rules and regulations as approved by DHCD and HUD.

Proper record keeping of: owner's and pet's pertinent information, pet participation fee, deposits, apartment inspections, investigation of complaints, and issuing of warning, billing for damages, scheduling for repairs, etc.

All written complaints shall be referred to the Pet/Animal Committee for resolution. No credence shall be given by the Pet/Animal Committee to verbal or unsigned complaints. Salem Housing Authority will also inform the resident of any other rule infractions and will duly notify the Pet/Animal Committee for attempted resolution.

Upon second notice of a written legitimate complaint from the Pet/Animal Committee to the resident, the resident shall be advised that a further notice shall be cause for termination of the pet rider provision; except that in the case of a serious problem, e.g. a vicious dog, this procedure may be shortened in the interest of public safety.

### Pet Participation Fee

A pet deposit of \$160.00 or one month's rent, whichever is less, is required of each pet owner. This amount may be payable over a time period determined by the Executive Director. The Authority cannot require a tenant to pay all of the deposit before bringing in a pet. This payment will be implemented as a security deposit.

The deposit will be refunded at the time the resident vacates or no longer has ownership of the pet, provided that no pet-related damage has been done to the property. Sums necessary to repair such damage will be deducted from the deposit.

A fee, in graduating amounts, not to exceed \$10.00, shall be collected from pet owners failing to clean up after their animals.

### Liability of Pet Owner for Damage or Injury

Repairing or replacing damaged areas of the exterior, interior, doors, walls, floor coverings and fixtures in the unit, common areas or other areas damaged by tenant's pet is the pet owner's responsibility.

Cleaning, deodorizing and sanitizing carpeting and other floor coverings in the unit as necessitated by presence of pet.

Charges for damage will include materials and labor. Payment plans may be negotiated between management and the pet owner at the discretion of the Executive Director. Disputes concerning amount of damages are subject to the grievance procedures provided for in DHCD and HUD regulations.

Salem Housing Authority may require pet owners to secure renters insurance which includes personal liability and indemnify the Salem Housing Authority against pet-related litigation or attorneys' fees as a condition of pet ownership.

Pet/Animal Committee

Salem Housing Authority has established a Pet/Animal Committee that is responsible for resolving complaints which may arise at each development. The following persons have been appointed to the Salem Housing Authority's Pet/Animal Committee:

- a) Barbara Szymanski, Salem Housing Authority Representative
- b) Donald Famico, Pet Officer
- c) Jean Febonio, Tenant Representative

The purpose of the Pet/Animal Committee is to alleviate the Salem Housing Authority's involvement with tenant's questions and complaints concerning tenants' animals. The Pet/Animal Committee should also monitor how the ownership of pets affects the quality of life for both pet-owning tenants and non-pet owning tenants and report any recommendations to management.

The Pet/Animal Committee could assist tenants with the following:

- veterinary care, discounts for seniors and pets, low-cost spaying and neutering
- pet behavior consultant for obedience problems
- local humane societies that would assist with any problems arising in the facility
- information on proper pet care and responsible pet ownership

The Pet/Animal Committee will notify the Salem Housing Authority of any unresolved complaints.

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The Pet/Animal Committee shall accept and attempt to resolve any complaints made concerning a pet by any resident of public housing. The Pet/Animal Committee will be the first line of complaint receipt as well as complaint resolution. Written complaints will be made to the Pet/Animal Committee which will approach the pet owner about such complaints and attempt to reach a resolution with the pet owner.

The Pet/Animal Committee shall work in locating and using resources to help tenants and management in the solution of pet problems.

Pet Grievance Procedure

If the Pet/Animal Committee fails to resolve a matter or if the pet owner or a complaining party is dissatisfied with the Pet/Animal Committee's resolution he/she may file a grievance regarding a pet under the grievance procedure in effect for the development in which the pet is kept.

Pet Protection 11!Pets

Identification cards, carried in purse or wallet, naming veterinarian and caretaker should be with the pet owner at all times. In the event of a sudden illness or accident, attending authorities would notify the Salem Housing Authority to assist the pet and avoid delay in proper care of the animal.

No pet is to remain unattended, without proper care, for more than 24 hours, except in the case of a dog which shall be no more than 12 hours.

If the health or safety of a companion animal is threatened by incapacity or death of the owner, the Pet/Animal Committee and/or the Salem Housing Authority will contact the caretakers designated by the resident.

### Removal of a Pet

If caretakers are unable or unwilling to assume responsibility for the pet and the resident is unable to locate alternates, the Salem Housing Authority may enter the premises, remove the pet, and arrange for pet care for less than ten days to protect the pet. Funds for such care will come from the resident's pet deposit. The Salem Housing Authority may contact the Massachusetts Society for the Prevention of Cruelty to Animals or other suitable humane society for assistance in providing alternate arrangements for the care of the pet if the caretaker cannot be located.

Termination of Lease proceedings may be instituted if the pet owner is in violation of these guidelines, which the pet owner has agreed to abide by in signing the pet rider attached to the lease. Termination of Lease proceedings may also be instituted, if the pet owner has been warned three times by the Pet/Animal Committee.

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) This Pet Policy may be amended from time to time as necessary.

LTO Participation: March 5, 2014  
Approved by the Salem Housing Authority's Board of Directors on: May 14, 2014

**SALEM HOUSING AUTHORITY  
APPLICATION FOR PET OWNERSHIP IN  
ELDERLY/HANDICAPPED HOUSING**

Name: \_\_\_\_\_ Date: \_\_\_\_\_

Address: \_\_\_\_\_

Description of New Pet (dog, cat, bird, age, *etc.*) \_\_\_\_\_

Description of Current Pet (type, age, weight, etc.) \_\_\_\_\_

Previous Pet Ownership/Experience: \_\_\_\_\_

Current Veterinarian: Name \_\_\_\_\_

Address \_\_\_\_\_

Telephone \_\_\_\_\_

Names, Address, and Telephone Number of Two (2) Alternate Caretakers (not residing at the development) who will assume immediate responsibility if needed:

1. \_\_\_\_\_

2. \_\_\_\_\_

Reason for acquiring a pet at this time:

\_\_\_\_\_

I hereby agree to adhere to all pet rules and regulations as directed by the Salem Housing Authority.

Signature \_\_\_\_\_ Date \_\_\_\_\_

Approved \_\_\_\_\_

Denied \_\_\_\_\_

You have the right to appeal within 14-days of the denial to:

State public housing: Department of Housing and Community Development,  
100 Cambridge Street, Boston, MA 02202

Federal public housing: Executive Director of the Salem Housing Authority or her designee



## Pet Rider

This pet rider to the lease between \_\_\_\_\_ of  
\_\_\_\_\_ (Resident)  
\_\_\_\_\_ and the Salem Housing Authority  
(Address)  
is made a part of the lease entered between the parties on \_\_\_\_\_  
(Date)

1. Both parties have read, agreed to, and signed the attached pet guidelines in effect for the complex.
2. The resident will keep his/her pet in a responsible manner and provide proper care for it as provided in said pet guidelines.
3. In accordance with the Pet Guidelines, the resident will provide the name, address and telephone number, in the space provided below, of two pet caretakers who by signing this form will assume responsibility for the pet should the resident become unable to care for the pet, including any damages or medical expenses. Resident will also provide the name, address and telephone number of the veterinarian responsible for the pet's health care.

### Pet Caretaker #1

**Name:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**Telephone:** \_\_\_\_\_ **Cell phone:** \_\_\_\_\_

**Signature:** \_\_\_\_\_

### Pet Caretaker #2

**Name:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**Telephone:** \_\_\_\_\_ **Cell phone:** \_\_\_\_\_

**Signature:** \_\_\_\_\_

### Veterinarian

**Name:** \_\_\_\_\_

**Address:** \_\_\_\_\_

Telephone: \_\_\_\_\_

4. If resident is unable to provide the name of a pet caretaker he/she will provide details of other arrangements which have been made for the proper care of the pet.
5. The pet owner agrees to abide by each rule enumerated in the Pet Guidelines as outlined above, attached hereto and incorporated by reference, and further agrees to abide by any decision of the Pet/Animal Committee should a complaint arise. Said hearing by the Pet/Animal Committee shall satisfy the hearing requirement for any disputes arising on lease provisions.
6. Non-compliance with the decision of the Pet/Animal Committee shall be sufficient cause for termination of the residential lease to which this rider is attached.
7. It is the pet owner's responsibility to update the information listed in item #3.

\_\_\_\_\_  
Tenant

\_\_\_\_\_  
Date

\_\_\_\_\_  
Salem Housing Representative

\_\_\_\_\_  
Date



John A. Boris, Chairman  
Present: Maureen Call, Frank J. Milo, William E. Luster, Peter K. Strout  
Absent: Carol A. MacGown, Anne Cameron

EXTRACT FROM THE MINUTES OF THE  
REGULAR MEETING OF THE BOARD MEMBERS OF THE  
SALEM HOUSING AUTHORITY HELD ON  
WEDNESDAY, MAY 14, 2014 AT 6:00 P.M.

The BOARD MEMBERS of the SALEM HOUSING AUTHORITY met in a REGULAR MEETING at the office of the Authority, 27 Charter Street in the City of Salem, Massachusetts 01970 WEDNESDAY, MAY 14, 2014 at 6:00 P.M., the place, hour, and date duly established for the holding of such meeting.

The meeting was called to order at 6:00 p.m. by John A. Boris, Chairman and upon a roll call, the following answered present:

- |                          |        |
|--------------------------|--------|
| Present                  | Absent |
| Maureen Call             |        |
| Frank J. Milo            |        |
| <b>William E. Luster</b> |        |
| Peter K. Strout          |        |
| John A. Boris            |        |

Also Present: Carol A. MacGown and Anne Cameron

The Chairman declared a quorum present.

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MOTION

The following resolution was introduced by John A. Boris, Chairman, read in full, and considered:

William E. Luster moved to approve the Revised Pet Policy originally approved and adopted by the Board of Directors on November 10, 2010. Peter K. Strout seconded the motion and the vote was as follows:

- A.M.**  
 Maureen Call  
 Frank J. Milo  
 William E. Luster  
 Peter K. Strout  
 John A. Boris





[REDACTED]

IF'ol" Responsible Seirvice **Animal Ownership In Pllblic H0111sing**

These policy guidelines are to assist in meeting the needs of service animals, service animal-owning tenants, non service animal-owning tenants, and Salem Housing Authority responsibilities in the pursuit of health, happiness and peaceful co-existence in a community atmosphere.

A person requesting a service animal must be determined disabled and must submit medical documentation as to the things he/she cannot perform due to his/her disability. Certification must be presented iliat the service animal has been trained to do those tasks that he/she cannot perform due to his/her disability.

A disabled person requesting a service animal must submit medical documentation as to the things he/she cannot perform due to disability(ies). Certification must be presented that the service animal has been specially trained to assist the individual with a disability to whom the animal gives necessary assistance in activities of daily living in specific activities of daily living (for example, a dog guiding an individual with impaired vision or alerting an individual with impaired hearing).

There is no security deposit required for the keeping of a service animal and service animals are exempt from size !imitations.

A service animal is defined by the U.S. Department of Justice Americans with Disabilities Act (ADA) regulations at 28CFR36.104 as follows:

"Service animal means any guide dog, signal dog, or other animal individually trained to do work or perform tasks for the benefit of an individual with a disability, including, but not limited to, guiding individuals with impaired vision, alerting individuals with impaired hearing to intruders or sounds, providing minimal protection or rescue work, pulling a wheelchair, or fetching dropped items."

If they meet this definition, animals are considered service animals of which medical expenses are allowable as follows:

Pursuant to 760 CMR 6.05, Determination of Gross Household Income and Net Household Income, for the purposes of determining income for all applicants and tenants of state-aided public housing, as a matter of policy, the SHA will consider certain actual, reasonable and verified non-reimbursable, out of pocket household expenses related to maintaining guide and service animals as medical deduction under 760 CMR 6.05(4)(e).

When an applicant or tenant can document that a specially trained service animal is medically necessary, a deduction from gross household income will be permitted. Expenses which may be deducted include; costs of obtaining such animal, food, medical expenses including veterinarian services and prescriptions, grooming, training expenses if such expenses are incurred from a third party provider of training services,

and necessary equipment such as leashes. Expenses such as dogjacket, blankets, books, beds, and toys may not be deducted.

Regarding allowable medical expenses the SHA will use the standards set by the U.S. Department of Treasury's Internal Revenue Service (IRS), for the purposes of determining allowable expenses. IRS Publication 502 allows as a medical expense "the cost of buying, training, and maintaining a guide dog or other animal to assist a visually-impaired or hearing-impaired person, or a person with other physical disabilities".

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Any person who wishes to keep a service animal will be provided with a copy of the Salem Housing Authority's "Service Animal Policy". The tenant shall sign a "SeJrVice Alll lillllal R.i.i!lle1r" (see attached) to the lease and agree to abide by the rules listed below and those city/town ordinances applicable to the ownership and care of an animal..

### **Tenant Obligations**

The animal owner will be responsible for proper animal care, good nutrition, grooming, exercise, flea control, routine veterinary care and yearly inoculations.

The animal owner is responsible for cleaning up after the animal inside the apartment and anywhere on development property. A "pooper scooper" and disposable plastic bags should be carried by owner. All waste will be bagged and disposed of in a receptacle determined by management. Toilets are not designed to handle animal litter. Under no circumstances should any animal debris be deposited in a toilet as blockages will occur. Tenants will be responsible for the cost of repairs or replacement of any damaged toilets or pipes.

Animal blankets and bedding are not to be cleaned or washed in the laundry room for hygienic reasons.

The animal owner will keep the unit and any surrounding Salem Housing Authority property clean and free of animal odors, insect infestation, waste and litter and maintain the unit in a sanitary condition at all times.

The animal owner will restrain and prevent the animal from gnawing, chewing, scratching or otherwise defacing doors, walls, windows and floor coverings of the unit, other units and common areas, as well as shrubs and landscaping of the facility.

Animals are not to be tied outside or left unattended on a patio or porch.

Residents will not alter their mi.it, patio, or other outside areas to create fill enclosure for an animal.

Animals will be restrained at all times, when outside apartment on development property. No animal shall be loose in hallways, elevators, community rooms, dining rooms or other common areas. All animal owners must be able to control their animals.

Animals will not be allowed to disturb the health, safety, rights, comfort or quiet enjoyment of other residents. An animal should not create a nuisance to neighbors with excessive barking, whining, chirping, or other unruly behavior.

Resident animal owners must provide litter boxes for cat waste which must be kept in the owner's unit. Litter boxes shall be kept clean and odor free.

The resident is responsible for providing management with the following information and documents which are to be kept on file in the tenant's folder. The resident is responsible for keeping management informed of any change of information.

- a) a color photo and identifying description of the animal;
- b) attending veterinarian's name, address and telephone number;
- c) veterinary certificates of spaying or neutering, rabies, distemper combination, parvovirus, feline VRC, feline leukemia testing and other inoculations when applicable;
- d) dog licensing certificate in accordance with local and state laws;
- e) two (2) alternate caretakers, their names, addresses and telephone numbers, who will assume immediate responsibility for the care of the animal should the owner become incapacitated; these caretakers must be verified in writing by signing the Lease Animal Rider acknowledging their responsibilities as specified;
- f) emergency boarding accommodations;
- g) temporary ownership (overnight or short term) shall be registered with Salem Housing Authority under the rules and regulations.

#### ) Management's Responsibilities

Establishment of a Pet/Animal Committee consisting of animal owners, non-animal owners, local interested humane groups and veterinarians, their staff, and volunteers who have knowledge of animal issues, for in-house animal ownership management.

The Salem Housing Authority shall post the rules and regulations of service animal ownership and maintenance and enforcement, including any changes thereto, in the management office and shall inform all registered animal owners of any changes in such rules and regulations as approved by DHCD and HUD.

Proper record keeping of: owner's and animal's pertinent information, apartment inspections, investigation of complaints, and issuing of warning, billing for damages, scheduling for repairs, etc.

All written complaints shall be referred to the Pet/Animal Committee for resolution. No credence shall be given by the Pet/Animal Committee to verbal or unsigned complaints. Salem Housing Authority will also inform the resident of any other rule infractions and will duly notify the Pet/Animal Committee for attempted resolution.

Upon second notice of a written legitimate complaint from the Pet/Animal Committee to the resident, the resident shall be advised that a further notice shall be cause for termination of the Animal Rider provision; except that in the case of a serious problem, e.g. a vicious dog, this procedure may be shortened in the interest of public safety.

Liability of Animal Owner for Injury or Damage

Repairing or replacing damaged areas of the exterior, interior, doors, walls, floor coverings and fixtures in the unit, common areas or other areas damaged by tenant's animal:

Cleaning, deodorizing and sanitizing carpeting and other floor coverings in the unit as necessitated by presence of animal.

Charges for damage will include materials and labor. Payment plans may be negotiated between management and the animal owner at the discretion of the Executive Director. Disputes concerning amount of damages are subject to the grievance procedures provided for in DHCD and HUD regulations.

#### Pet/Animal Committee

Salem Housing Authority has established a Pet/Animal Committee that is responsible for resolving complaints which may arise at each development. The following persons have been appointed to the Salem Housing Authority's Pet/Animal Committee:

- a) Barbara Szymanski, Salem Housing Authority Representative
- b) Donald Famico, Animal Officer
- c) Jean Febonio, Tenant Representative

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The Pet/Animal Committee could assist tenants with the following:

- e veterinary care, discounts for seniors and animals, low-cost spaying and neutering
- e animal behavior consultant for obedience problems
- e local humane societies that would assist with any problems arising in the facility
- e information on proper animal care and responsible animal ownership

The Pet/Animal Committee will notify the Salem Housing Authority of any unresolved complaints.

#### Resolution of Complaints

The Pet/Animal Committee shall accept and attempt to resolve any complaints made concerning an animal by any resident of public housing. The Pet/Animal Committee will be the first line of complaint receipt as well as complaint resolution. Written complaints will be made to the Pet/Animal Committee which will approach the animal owner about such complaints and attempt to reach a resolution with the animal owner.

The Pet/Animal Committee shall work in locating and using resources to help tenants and management in the solution of animal problems.

Pet/Animal Grievance Procedure

If the Pet/Animal Committee fails to resolve a matter or if the animal owner or a complaining party is dissatisfied with the Pet/Animal Committee's resolution he/she may file a grievance regarding an animal under the grievance procedure in effect for the development in which the animal is kept.

Procedures for All Animals

Identification cards, carried in purse or wallet, naming veterinarian and caretaker should be with the animal owner at *all* times. In the event of a sudden illness or accident, attending authorities would notify the Salem Housing Authority to assist the animal and avoid delay in proper care of the animal.

No animal is to remain unattended, without proper care, for more than 24 hours, except in the case of a dog which shall be no more than 12 hours.

If the health or safety of an animal is threatened by incapacity or death of the owner, the Pet/Animal Committee and/or the Salem Housing Authority will contact the caretakers designated by the resident.

R. Removal of All Animals

If caretakers are unable or unwilling to assume responsibility for the animal and the resident is unable to locate alternates, the Salem Housing Authority may enter the premises, remove the animal, and arrange for animal care for less than ten days to protect the animal. The Salem Housing Authority may contact the Massachusetts Society for the Prevention of Cruelty to Animals or other suitable humane society for assistance in providing alternate arrangements for the care of the animal if the caretaker cannot be located.

Termination of Lease proceedings may be instituted if the animal owner is in violation of these guidelines, which the animal owner has agreed to abide by in signing the Animal Rider attached to the lease. Termination of Lease proceedings may also be instituted, if the animal owner has been warned three times by the Pet/Animal Committee.

Amendments

This Service Animal Policy may be amended from time to time as necessary.

Participation:  
Approved by the Salem Housing Authority's Board of Directors on:

March 5, 2014  
May 14, 2014



# Animal Rider

This Animal Rider to the lease between \_\_\_\_\_ of  
(Resident) \_\_\_\_\_ and the Salem Housing Authority  
(Address)  
is made a part of the lease entered between the parties on \_\_\_\_\_  
(Date)

1. Both parties have read, agreed to, and signed the attached Service Animal Guidelines in effect.
2. The resident will keep his/her service animal in a responsible manner and provide proper care for it as provided in said Guidelines.
3. In accordance with the Guidelines, the resident will provide the name, address and telephone number, in the space provided below, of two animal caretakers who by signing this form will assume responsibility for the animal should the resident become unable to care for the animal, including any damages or medical expenses. Resident will also provide the name, address and telephone number of the veterinarian responsible for the animal's health care.

## Animal Caretaker #1

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_ Cell phone: \_\_\_\_\_

Signature: \_\_\_\_\_

## Animal Caretaker #2

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_ Cell phone: \_\_\_\_\_

Signature: \_\_\_\_\_

Veterinarian

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

4. If resident is unable to provide the name of an animal caretaker he/she will provide details of other arrangements which have been made for the proper care of the animal.
5. The animal owner agrees to abide by each rule enumerated in the Guidelines as outlined above, attached hereto and incorporated by reference, and further agrees to abide by any decision of the Pet/Animal Committee should a complaint arise. Said hearing by the Pet/Animal Committee shall satisfy the hearing requirement for any disputes arising on lease provisions.
6. Non-compliance with the decision of the Pet/Animal Committee shall be sufficient cause for termination of the residential lease to which this rider is attached.
7. It is the animal owner's responsibility to update the information listed in item #3.

\_\_\_\_\_  
Tenant

\_\_\_\_\_  
Date

\_\_\_\_\_  
Salem Housing Representative

\_\_\_\_\_  
Date

✓  
/

✓  
/



John A. Boris, Chairman  
Frank J. Milo, Vice Chairman  
William E. Luster, Treasurer  
Maureen Call, Secretary

Carol A. MacGown, Executive Director

**EXTRACT FROM THE MINUTES OF THE  
REGULAR MEETING OF THE BOARD MEMBERS OF THE  
SALEM HOUSING AUTHORITY HELD ON  
WEDNESDAY, MAY 14, 2014 AT 6:00 P.M.**

The BOARD MEMBERS of the SALEM HOUSING AUTHORITY met in a REGULAR MEETING at the office of the Authority, 27 Charter Street in the City of Salem, Massachusetts on WEDNESDAY, MAY 14, 2014 at 6:00 P.M., the place, hour, and date duly established for the holding of such meeting.

The meeting was called to order at 6:00 p.m. by John A. Boris, Chairman and upon a roll call, the following answered present:

Present	Absent
Maureen Call	
Frank J. Milo	
William E. Luster	
Peter K. Strout	
John A. Boris	

Also Present: Carol A. MacGown and Anne Cameron

The Chairman declared a quorum present.

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MOTION

The following resolution was introduced by John A. Boris, Chairman, read in full, and considered:

William E. Luster moved to approve the Revised Service Animal Policy originally approved and adopted by the Board of Directors on November 10, 2010. Peter K. Strout seconded the motion and the vote was as follows:

Ayes	Nays
Maureen Call	
Frank J. Milo	
William E. Luster	
Peter K. Strout	
John A. Boris	





**Responsible Animal Ownership In Public Housing**

These policy guidelines are to assist in meeting the needs of animals, animal-owning tenants, non animal-owning tenants, and Salem Housing Authority responsibilities in the pursuit of health, happiness and peaceful co-existence in a community atmosphere.

A person requesting an animal as a reasonable accommodation must be determined disabled and must submit documentation as to the necessity for an animal. Certification must be presented as to the benefit that the animal will provide the individual requesting the reasonable accommodation.

There is no security deposit required for the keeping of an animal allowed under a granted reasonable accommodation.

Medical expenses for animals kept under an allowed Reasonable Accommodation are allowable as follows:

Pursuant to 760 CMR 6.05, Determination of Gross Household Income and Net Household Income, for the purposes of determining income for all applicants and tenants of state-aided public housing, as a matter of policy, the SHA will consider certain actual, reasonable and verified non-reimbursable, out of pocket household expenses related to maintaining guide and service animals as medical deduction under 760 CMR 6.05(4)(e).

When an applicant or tenant can document that a specially trained reasonable accommodation animal is necessary, a deduction from gross household income will be permitted. Expenses which may be deducted include; costs of obtaining such animal, food, medical expenses including veterinarian services and prescriptions, grooming, training expenses if such expenses are incurred from a third party provider of training services, and necessary equipment such as leashes. Expenses such as dogjacket, blankets, books, beds, and toys may not be deducted.

Regarding allowable medical expenses the SHA will use the standards set by the U.S. Department of Treasury's Internal Revenue Service (IRS), for the purposes of determining allowable expenses

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Any resident interested in owning and/or maintaining an animal as a reasonable accommodation in his/her unit will be required to obtain written approval from the Salem Housing Authority prior to housing an animal on the Salem Housing Authority's property. Permission for a specific animal will not be unreasonably withheld. To obtain approval, a resident must first submit a completed "Reasonable Accommodation Request Form for Persons With Disabilities" form (available at the main office) for approval by the Salem Housing Authority prior to housing such animal. The Salem Housing Authority will provide the resident with a copy of the Salem Housing Authority's "Reasonable Accommodations

Animal Policy" and will review all of the rules and regulations listed therein with the resident. Upon approval of a request by the Salem Housing Authority, the tenant shall sign an "Animal Rider" (see attached) to the lease and agree to abide by the rules listed below and those city/town ordinances applicable to the ownership and care of an animal.

The size of a dog is not directly related to its desirability as a resident. Each animal shall be taken into consideration for its individual merit, based upon the facilities available. Dogs of vicious or aggressive disposition will not be permitted.

All female dogs over the age of six months and all female cats over the age of five months must be spayed. All male dogs over the age of eight months and all male cats over the age of ten months must be neutered. If health problems prevent such spaying or neutering, a veterinarian's certificate will be necessary to allow the animal to become a resident of the development and the exception will be at the Executive Director's discretion.

Residents are expressly prohibited from feeding or harboring stray animals. The feeding or harboring of a stray animal shall constitute having an animal without the approval of the Authority.

### Tenant Obligations

The animal owner will be responsible for proper animal care, good nutrition, grooming, exercise, flea control, routine veterinary care and yearly inoculations. Dogs and cats must wear identification tags and collar when outside unit.

The animal owner is responsible for cleaning up after animal inside the apartment and anywhere on development property. A "pooper scooper" and disposable plastic bags should be carried by owner. All waste will be bagged and disposed of in a receptacle determined by management. Toilets are not designed to handle animal litter. Under no circumstances should any animal debris be deposited in a toilet as blockages will occur. Tenants will be responsible for the cost of repairs or replacement of any damaged toilets or pipes.

Animal blankets and bedding are not to be cleaned or washed in the laundry room for hygienic reasons.

The animal owner will keep the unit and any surrounding Salem Housing Authority property clean and free of animal odors, insect infestation, waste and litter and maintain the unit in a sanitary condition at all times.

The animal owner will restrain and prevent the animal from gnawing, chewing, scratching or otherwise defacing doors, walls, windows and floor coverings of the unit, other llits and common areas, as well as shrubs and landscaping of the facility.

Animals are not to be tied outside or left unattended on a patio or porch.

Residents will not alter their unit, patio, or other outside areas to create an enclosure for an animal.

Animals will be restrained at all times, when outside apartment on development property. No animal shall be loose in hallways, elevators, community rooms, dining rooms or other common areas. All animal owners must be able to control their animals.

Animals will not be allowed to disturb the health, safety, rights, comfort or quiet enjoyment of other residents. An animal should not create a nuisance to neighbors with excessive barking, whining, chirping, or other unruly behavior.

Resident animal owners must provide litter boxes for cat waste which must be kept in the owner's unit. Litter boxes shall be kept clean and odor free.

The resident is responsible for providing management with the following information and documents which are to be kept on file in the tenant's folder. The resident is responsible for keeping management informed of any change of information.

- a) a color photo and identifying description of the animal;
- b) attending veterinarian's name, address and telephone number;
- c) veterinary certificates of spaying or neutering, rabies, distemper combination, parvovirus, feline VRC, feline leukemia testing and other inoculations when applicable;
- d) dog licensing certificate in accordance with local and state laws;
- e) two (2) alternate caretakers, their names, addresses and telephone numbers, who will assume immediate responsibility for the care of the animal should the owner become incapacitated; these caretakers must be verified in writing by signing the Lease Animal Rider acknowledging their responsibilities as specified;
- f) emergency boarding accommodations;
- g) temporary ownership (overnight or short term) shall be registered with Salem Housing Authority under the rules and regulations.

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Establishment of a Pet/Animal Committee consisting of animal owners, non-animal owners, local interested humane groups and veterinarians, their staff, and volunteers who have knowledge of animal issues, for in-house animal ownership management.

The Salem Housing Authority shall post the rules and regulations of animal ownership under a Reasonable Accommodation and maintenance and enforcement, including any changes thereto, in the management office and shall inform all registered animal owners of any changes in such rules and regulations as approved by DHCD and HUD.

Proper record keeping of: owner's and animal's pertinent information, apartment inspections, investigation of complaints, and issuing of warning, billing for damages, scheduling for repairs, etc.

All written complaints shall be referred to the Pet/Animal Committee for resolution. No credence shall be given by the Pet/Animal Committee to verbal or unsigned complaints. Salem Housing Authority will also inform the resident of any other rule infractions and will duly notify the Pet/Animal Committee for attempted resolution.

Upon second notice of a written legitimate complaint from the Pet/Animal Committee to the resident, the resident shall be advised that a further notice shall be cause for termination of the Animal Rider provision; except that in the case of a serious problem, e.g. a vicious dog, this procedure may be shortened in the interest of public safety.

If the Pet/Animal Committee fails to resolve a matter or if the animal owner or a complaining party is

If the Pet/Animal Committee fails to resolve a matter or if the animal owner or a complaining party is dissatisfied with the Pet/Animal Committee's resolution he/she may file a grievance regarding an animal under the grievance procedure in effect for the development in which the animal is kept.

**Protection of Animals**

Identification cards, carried in purse or wallet, naming veterinarian and caretaker should be with the animal owner at all times. In the event of a sudden illness or accident, attending authorities would notify the Salem Housing Authority to assist the animal and avoid delay in proper care of the animal.

No animal is to remain unattended, without proper care, for more than 24 hours, except in the case of a dog which shall be no more than 12 hours.

If the health or safety of an animal is threatened by incapacity or death of the owner, the Pet/Animal Committee and/or the Salem Housing Authority will contact the caretakers designated by the resident.

**Removal of an Animal**

If caretakers are unable or unwilling to assume responsibility for the animal and the resident is unable to locate alternates, the Salem Housing Authority may enter the premises, remove the animal, and arrange for animal care for less than ten days to protect the animal. The Salem Housing Authority may contact the Massachusetts Society for the Prevention of Cruelty to Animals or other suitable humane society for assistance in providing alternate arrangements for the care of the animal if the caretaker cannot be located.

Termination of Lease proceedings may be instituted if the animal owner is in violation of these guidelines, which the animal owner has agreed to abide by in signing the Animal Rider attached to the lease. Termination of Lease proceedings may also be instituted, if the animal owner has been warned three times by the Pet/Animal Committee.

Amendments

This Reasonable Accommodations Animal Policy may be amended from time to time as necessary.

LTO Participation: March 5, 2014  
Approved by the Salem Housing Authority's Board of Directors on: May 14, 2014

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## Liability of All Animal Owners for Damage or Injury

Repairing or replacing damaged areas of the exterior, interior, doors, walls, floor coverings and fixtures in the unit, common areas or other areas damaged by tenant's animal.

Cleaning, deodorizing and sanitizing carpeting and other floor coverings in the unit as necessitated by presence of animal.

Charges for damage will include materials and labor. Payment plans may be negotiated between management and the animal owner at the discretion of the Executive Director. Disputes concerning amount of damages are subject to the grievance procedures provided for in DHCD and HUD regulations.

### Pet/Animal Committee

Salem Housing Authority has established a Pet/Animal Committee that is responsible for resolving complaints which may arise at each development. The following persons have been appointed to the Salem Housing Authority's Pet/Animal Committee:

- a) Barbara Szymanski, Salem Housing Authority Representative
- b) Donald Famico, Animal Officer
- c) Jean Febonio, Tenant Representative

The purpose of the Pet/Animal Committee is to alleviate the Salem Housing Authority's involvement with tenant's questions and complaints concerning tenants' animals. The Pet/Animal Committee should also monitor how the ownership of animals affects the quality of life for both animal-owning tenants and non-animal owning tenants and report any recommendations to management.

The Pet/Animal Committee could assist tenants with the following:

- veterinary care, discounts for seniors and animals, low-cost spaying and neutering
- animal behavior consultant for obedience problems
- local humane societies that would assist with any problems arising in the facility
- information on proper animal care and responsible animal ownership

The Pet/Animal Committee will notify the Salem Housing Authority of any unresolved complaints.

### Resolution of Complaints

The Pet/Animal Committee shall accept and attempt to resolve any complaints made concerning an animal by any resident of public housing. The Pet/Animal Committee will be the first line of complaint receipt as well as complaint resolution. Written complaints will be made to the Pet/Animal Committee which will approach the animal owner about such complaints and attempt to reach a resolution with the animal owner.

The Pet/Animal Committee shall work in locating and using resources to help tenants and management in the solution of animal problems.



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Name: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

4. If resident is unable to provide the name of an animal caretaker he/she will provide details of other arrangements which have been made for the proper care of the animal.
5. The animal owner agrees to abide by each rule enumerated in the Guidelines as outlined above, attached hereto and incorporated by reference, and further agrees to abide by any decision of the Pet/Animal Committee should a complaint arise. Said hearing by the Pet/Animal Committee shall satisfy the hearing requirement for any disputes arising on lease provisions.
6. Non-compliance with the decision of the Pet/Animal Committee shall be sufficient cause for termination of the residential lease to which this rider is attached.
7. It is the animal owner's responsibility to update the information listed in item #3.

\_\_\_\_\_  
 ) Tenant \_\_\_\_\_ Date \_\_\_\_\_

\_\_\_\_\_  
 Salem Housing Representative \_\_\_\_\_ Date \_\_\_\_\_

## Animal Rider

This Animal Rider to the lease between \_\_\_\_\_ of  
\_\_\_\_\_ (Resident)  
\_\_\_\_\_ and the Salem Housing Authority  
\_\_\_\_\_ (Address)  
is made a part of the lease entered between the parties on \_\_\_\_\_  
\_\_\_\_\_ (Date)

1. Both parties have read, agreed to, and signed the attached animal guidelines in effect for the complex.
2. The resident will keep his/her animal in a responsible manner and provide proper care for it as provided in said Guidelines.
3. In accordance with the Guidelines, the resident will provide the name, address and telephone number, in the space provided below, of two animal caretakers who by signing this form will assume responsibility for the animal should the resident become unable to care for the animal, including any damages or medical expenses. Resident will also provide the name, address and telephone number of the veterinarian responsible for the animal's health care.

### Animal Caretaker #1

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_ Cell phone: \_\_\_\_\_

Signature: \_\_\_\_\_

### Animal Caretaker #2

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_ Cell phone: \_\_\_\_\_

Signature: \_\_\_\_\_

(cont.)

