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FEDERAL FAMILY AND ELDERLY DISABLE PET POLICY

The purpose of this Pet Policy is to allow pet ownership by our residents in Public Housing, in accordance with the Department of Housing and Urban Development's final rule on pet ownership effective August 9, 2000, subject to compliance with reasonable requirements established by the Public Housing Agency.

At the regularly scheduled Board of Commissioners meeting held on November 29, 2000, the Board approved this pet policy for all Federal Housing Developments owned by the Chelsea Housing Authority (CHA). The CHA Board further amended this policy on October 16th, 2024.

SERVICE AND ASSISTANCE ANIMAL EXCLUSION

This policy does not apply to animals that are used to assist persons with disabilities. Service and assistance animals are allowed in Public Housing facilities with no restrictions other than those imposed in our Service and assistance animal policy.

For an animal to be excluded from the pet policy and be considered a service animal, the person seeking to use and live with the animal must have a disability; and the person seeking to use and live with the animal must have a disability-related need for the service or assistance the animal provides.

For an animal to be excluded from the pet policy and be considered an assistance animal there must be a person with disabilities in the household, and the family must request, and the CHA approve, a reasonable accommodation request.

Residents must ensure that service animals and assistance animals do not pose a direct threat to the health or safety of others, or cause substantial physical damage to the development, dwelling unit, or property of the residents.

For more information about requesting a reasonable accommodation please contact CHA's Section 504 Coordinator, Ineudira Barbosa at (617) 409-5333.

DEFINITION OF HOUSEHOLD PET FOR ALL DEVELOPMENTS

For this purpose, common household pets shall mean domesticated dogs, cats, and fish aquariums.

PROHIBITED ANIMALS

Many animals do not meet the definition of common household pet, and the CHA reserves the right to decide making this determination regarding such animal as listed under this section.

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

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

TYPES AND NUMBER OF PETS

1. Only one pet per household is permitted.
2. The weight of a dog may not exceed twenty (20) pounds at adult size.
3. Domesticated cats not weighing more than ten (10) pounds at adult size.
4. Residents must provide litter boxes for cat waste, which must be kept in the dwelling unit.
5. Fish aquariums that do not exceed 35 gallons.
6. Aquariums must be on approved stands designed to support the weight of the tank water.
7. All filters, heaters and other electrical devices associated with the fish aquarium must be UL approved and designed for use in the aquarium. Overloading of electrical outlets and extension cords is prohibited.
8. No poisonous fish are permitted.

APPLICATION FOR PET PERMIT

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

1. A completed pet application.
2. A current license issued by the City of Chelsea, if applicable.
3. A certificate signed by a licensed veterinarian or local/state authority stating that the pet is spayed/neutered, as applicable.
4. A certificate signed by a licensed veterinarian or local/state authority stating that the pet has received current rabies, and all inoculations required by state laws, as applicable.
5. A recent photograph of the pet as described in the application (This is for dogs and cats only).

1. **LICENCING**CHA pet permits expire annually and will need to be renewed during the resident's annual reexamination.
2. Dogs must be licensed in accordance with state and local law. Residents must provide proof of licensing at the time of registration and annually, in conjunction with the resident's annual reexamination.
3. Residents must also provide proof of annual rabies, distemper, and all inoculations required by the state or local law at the time the pet permit is renewed.
4. A signed pet policy acknowledging that they have read and agree to comply with them.
5. Failure to comply with the above referenced registration policies shall constitute grounds for denial of a pet on the premises.

GENERAL RULES AND REQUIREMENTS

1. Pets are not allowed to be loose in hallways, lobby areas, laundry rooms, yards, and other common areas of the development.
2. Pets are not allowed to be left out on the balconies.
3. Dogs and cats must be kept on a leash and controlled by an adult when taken outside of the unit.
4. Residents are responsible for cleaning up after their pet outside the dwelling unit and on facility grounds. Pet waste must be disposed of by being placed in a plastic bag and then placed in a refuse container outside the building.
5. Residents must provide litter boxes for cat waste and kept in the dwelling unit. Residents shall not permit refuse from litter boxes to accumulate nor to become unsightly or unsanitary.
6. Residents will not dispose of any pet waste in the toilet.
7. Residents shall take adequate precautions and measures necessary to eliminate pet odors within or around the unit and shall maintain the unit in a sanitary condition.
8. Pet owners shall not alter their dwelling unit, porch, grounds, or common area to accommodate a pet. Pet doors, dog houses and dog pens are prohibited.
9. Any pet related infestation in the pet owner's unit is the financial responsibility of the pet owner. The CHA reserves the right to inspect the unit and charge the resident.
10. Residents will not wash or dry any pet blankets in the washing machines provided by the CHA.
11. The pet owner shall designate an alternate custodian for their pets in the event of illness or other absence from the dwelling unit. The identification of an alternate custodian must occur prior to the CHA issuing a pet permit. The resident is responsible for ensuring that the custodian's information is updated.
12. If the CHA is unable to get hold of the alternate custodian, the CHA may enter the dwelling unit to remove the pet and transfer it to the proper authority subject to the provision of state law and local ordinance. The CHA accepts no responsibility for the pet under such circumstances.

13. If a pet is left unattended for a period of twenty-four (24) hours for cats or twelve (12) hours for dogs, the CHA may enter the dwelling unit to remove the pet and transfer it to the proper authority, subject to the provision of state law and local ordinance. The CHA accepts no responsibility for the pet under such circumstances.
14. 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.
15. Residents shall not permit their pet to disturb, interfere, or diminish the peaceful enjoyment of other residents. The term “disturb, interfere or diminish” shall include, but is not limited to, barking, howling, biting, scratching and other similar activities.
16. Residents are responsible for all damage caused by their pets, including, the cost of cleaning the carpets, water damage and/or fumigation of their dwellings.
17. Pet owners are considered liable for the actions of their pets and agree to hold harmless the CHA from all damages or personal injury resulting from the actions of their pets.
18. All pets must always be kept clean and must be treated to prevent fleas, ticks, lice, etc.

PET RESTRAINT AND AREA RESTRICTIONS

All pets must be appropriately and effectively restrained and under the control of a responsible person while in the common areas of the CHA developments. No pets are permitted in offices, maintenance areas or community facilities. The CHA has not designated any buildings or floors of the building, or sections of the building as no-pet areas. In addition, the CHA has not designated any building, floors of buildings, or sections of buildings for residency of pet-owning tenants.

A “responsible person” is any family member at least 18 years of age with the physical stamina and mental alertness to keep the pet under control and must be:

1. Familiar with the pet’s temperament, disposition, and behavior patterns.
2. Aware of and willing to abide by the pet rules and lease provisions.
3. Able and willing to provide proper nourishment, medical attention, and general food care and treatment of the pet.
4. Aware of required sanitary conditions for the dwelling unit and grounds.

No dog or cat shall be allowed to run at-large about the premises. Such pets must always be on a leash while in the common areas. The pet owner must have a plastic bag for the removal and proper disposal of solid pet waste while walking their pets.

MANAGEMENT ACCESS TO DWELLING UNIT INSPECTIONS AND REPAIRS

Management will not enter the dwelling unit for performance repairs or inspections where a pet resides unless accompanied (the entire time) 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 task(s). Any delays or interruptions suffered by management in the inspection, maintenance, and upkeep of the premises due to the

presence of an unaccompanied pet after reasonable notice of the need of management to have access to the unit may be cause for lease termination.

1. Dog and cat owners are required to train and housebreak their pet to dispose of waste on a routine schedule. For this purpose, when the grass area anywhere outside of the dwelling is used, the owners must immediately retrieve the waste and dispose of it in the manner detailed in this section.
2. All pets must be kept clean at all times and must be treated to prevent fleas, ticks, lice, etc., at least four times per year.

NUISANCE OR THREAT TO HEALTH OR SAFETY

If the health, well-being, and safety of the pet is threatened by the death, incapacity, or negligence of the pet owner, the responsible person listed in the pet registration 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 property manager may remove the pet by:

1. Contacting the appropriate agencies and requesting removal of the pet, or
2. Placing the pet in a facility that will provide care and shelter at the pet owner's expense until (1) the pet owner or the designated representative is able to resume responsibility for the pet or (2) for thirty (30) days, whichever occurs first.

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 the pet immediately, or if the pet owner or responsible person cannot be contacted, the pet may be removed in accordance with number 1 and 2 of this section.

In cases where the pet dies, the pet owner shall be responsible for removing the pet in a clean, safe, and sanitary manner. Concerning a death of a dog or cat, the pet should be placed in a common trash bag and the local animal control division should be contacted immediately to remove the pet from the premises within 24 hours of the animal's death.

REVOCAION OF CHA PET PERMIT POLICY

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 rules governing pet ownership, the following procedures shall be observed:

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

1. Basis of the determination and pet rule(s) violated.

2. Statement that the pet owner has seven (7) days from the date of service/delivery of the notice to correct the violation (including, in appropriate circumstances, removal of the pet).
3. Statement that the pet owner may make a written request for a meeting to discuss the violation. This request must be made within seven (7) days of the service/delivery date of the violation notice.
4. 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.
5. If the pet owner makes a timely request for a violation meeting; the time, date, and place for the meeting shall be established no later than ten (10) days from the date of service/delivery of the pet rules violation.

If the pet owner has not resolved the rule violation, or if the violation is not resolved at the rule violation meeting, a notice shall be served to the pet owner requiring removal of the pet. In such cases, the pet owner must remove the pet within fourteen (14) days of the rule violation meeting. Failure to comply with management's request to remove a pet may result in termination of the pet owner's lease agreement.