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STATE ELDERLY DISABLE HOUSING PET POLICY

The purpose of this pet policy is, in accordance with the Executive Office of Housing and Livable Communities (EOHLC) rule, to allow for pet ownership by Public Housing residents, subject to compliance with reasonable requirements established by the public housing agency.

At the regularly scheduled Board of Commissioners meeting held on September 28, 2005, the Board established an amended pet policy for all the state-aided elderly/disabled housing developments owned by the Chelsea Housing Authority. The latest changes were adopted to include the State guidelines established by the EOHLC. As applicable, those residents who qualify may own and keep common household pets. All residents of the Chelsea Housing Authority who are eligible under the EOHLC rule to keep a pet, shall demonstrate that they have the physical, mental and financial capability to care for the pet (unless otherwise necessary as a reasonable accommodation to a person with a disability) if they abide by the following conditions and restrictions established by the Chelsea Housing Authority's Board of Commissioners. 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 a person with disabilities. Service and assistance animals are allowed in all public housing facilities with no restrictions other than those imposed on all tenants to maintain their units and associated facilities in a decent, safe, and sanitary manner, refrain from disturbing their neighbors and as well abide by our Service and Assistance Animal policies.

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 care for service animals and assistance animals in a manner that complies with State and Local laws, including anti-cruelty laws.

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

1. Application for Pet Permit

Prior to housing any pet on the premises owned by the Chelsea Housing Authority (CHA), the resident shall apply for a pet permit accompanied by the following: **(Please make copies as documents provided will not be returned)**

- A. A current license issued by the City of Chelsea, if applicable.
- B. A certificate from a licensed veterinarian that the pet has been spayed or neutered, as applicable.
- C. Evidence that the pet has received current rabies and distemper inoculations or boosters, as applicable.
- D. A recent photograph of the pet described in the application. **(Dogs and cats only.)**
- E. A copy of the pet owner's renter insurance policy which personal liability or other insurance and indemnify the CHA against pet-related litigation or attorney fees as a condition of pet ownership. **(Dogs only.)**
- F. A check or money order for a pet deposit **(no cash)** in the amount of \$160 dollars or one month's rent, whichever is less. **(Dogs and cats only).**

2. Number of Pets permitted

Only one pet per household will be permitted

3. Permitted animals for pet ownership

The only pets permitted for pet ownership by the Chelsea Housing Authority are domesticated dogs, cats, and fish aquariums. Any animal deemed to be potentially harmful, i.e., attack or fight-trained dogs, will not be approved; including, but not limited to dogs such as Pit Bulls, Rottweilers, Doberman Pinchers, German Shepherds, Bull Dogs or breeds not permitted under state and local law.

4. Dog restrictions

- A. The weight of the dog may not exceed twenty (20) pounds (adult size).
- B. Dangerous or aggressive dogs pose public health and safety risks and can pose a serious threat to other pets. Therefore, dangerous, or aggressive dogs will not be permitted. At the request of the CHA, dog owners may be required to provide certification that the dog has successfully completed an AKC CGC test to show that the dog does not demonstrate risky behavior or temperament traits.

5. Cat Restrictions

- A. The weight of a cat may not exceed ten (10 pounds (adult size).
- B. Residents must provide litter boxes for cat waste that must be kept in the dwelling unit.

6. Fish Aquarium Restrictions

- A. The size of a fish aquarium may not exceed 35 gallons.
- B. The fish aquarium must be on an approved stand that is designed to support the weight of the tank with water.
- C. All filters, heaters and other electrical devices associated with the fish aquarium must be UL approved and designed for use in the aquarium. (overloading electrical outlets and extension cords is prohibited).
- D. No poisonous fish are permitted.

7. Licensing

- A. CHA Pet permits expire annually and will need to be renewed during the residents yearly housing recertification process.
- B. Dogs must be licensed with the city annually, and a current copy of the license must be submitted to the CHA before a pet permit is renewed.
- C. Residents must also provide proof of annual rabies and distemper booster inoculations as required by State and Local Law at the time the pet permit is renewed.
- D. Dogs must always wear identification tag issued by the city of Chelsea.

8. Emergency Custodians

Residents must identify at least one alternate custodian for their pets in the event of resident illness or other absence from the dwelling unit. The identification of an alternate custodian(s) must occur prior to the CHA issuing a pet permit. The resident is responsible for ensuring that the custodian's information is updated. If the Authority is unable to contact the custodian listed on the application, the CHA may enter the dwelling unit, remove the pet, and transfer it to the proper authority, subject to the provisions of state law and pertinent local ordinances. The CHA accepts no responsibility for the animal under such circumstances.

9. Pet Abandonment

If pets are left unattended for twenty-four (24) hours for cats and twelve (12) hours for dogs, the CHA may enter the dwelling unit, remove the pet, and transfer it to the proper authority, subject to the provisions of state law and pertinent local ordinances. The CHA accepts no responsibility for the animal in such circumstances.

10. Pet care, custody, and control

- A. Dogs and cats shall remain inside the resident's unit. No animal shall be permitted to be loose in hallways, lobby areas, laundromats, community rooms, yards or other common areas of the facility. Animals will not be permitted to be left out on balconies.
- B. When taken outside the unit, dogs and cats must be kept on a leash, controlled by an adult.
- C. Residents are solely responsible for cleaning up pet waste, if any, outside the 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.
- D. Residents must provide litter boxes for cat waste, which must be kept in the dwelling unit. Residents shall not permit refuse from litter boxes to accumulate nor to become unsightly or unsanitary.
- E. Residents will not dispose of any pet waste in toilets.
- F. Residents shall take adequate precautions and measures necessary to eliminate pet odors within or around the unit and shall always maintain the unit a sanitary condition.
- G. Residents shall not alter their unit, patio, or unit area to create an enclosure for any pet.

- H. Any pet related insect infestation in the pet owner's unit is the financial responsibility of the pet owner. The CHA reserves the right to exterminate and charge the resident.
- I. Residents will not wash or dry any pet blankets in the CHA owned washing machines.
- J. The CHA reserves the right to require dog owners to transfer to another apartment for a comparable unit on a lower floor.
- K. Pet owners agree to quarterly unit inspections to ensure that the pet and the unit are being cared for properly. These inspections may be reduced or increased in time periods at the CHA's discretion. Pet owners will also agree to an apartment inspection when in the opinion of the Authority, there is a reasonable basis to believe that a pet and/or the unit is not being cared for properly or that undue damage to the apartment has been done by the pet. The resident will be notified 48 hours in advance of any said inspection.

11. Visting and stray pets

- a. Visitors are not allowed to bring pets and residents shall not engage in "pet sitting."
- b. Visitors with disabilities who have an animal that assists, supports, or provides service for the visitor are not subject to Section 11(a) of this policy.
- c. Residents are prohibited from feeding or harboring stray animals. The feeding of any stray animals shall constitute having a pet without written permission of the authority.

12. Disturbances & damages caused by pets

- a. Residents shall not permit their pet to disturb, interfere, or diminish the peaceful enjoyment of other residents. The terms, "disturb, interfere, or dimmish" shall include, but not be limited to, barking, howling, biting, scratching and other like activities.
- b. Residents are responsible for all damage caused by their pets, including the cost of cleaning carpets, water damage and/or fumigation of units.

13. Revocation of CHA pet permit

The privilege of maintaining a pet in a facility owned and/or operated by the CHA shall be subject to the rules set forth above. The privilege may be revoked at any time, subject to the

CHA hearing procedures, if the animal becomes destructive, creates a nuisance, represents a threat to the safety and security of other residents, or creates a problem concerning cleanliness and sanitation.

Should a breach of the rules set forth above occur, the property manager for the property affected may revoke the resident's pet permit and may also exercise any remedy granted in accordance with appropriate state and local law. Any residents who have had their pet permit revoked may appeal against the revocation in writing to the CHA's Pet Committee within seven (7) days of said revocation. The Pet Committee will have seven (7) days to respond with a decision.

If the Pet Committee fails to resolve the matter or if the pet owner or complaining party is dissatisfied with the Pet Committee's decision, a request for a hearing before the Pet Grievance Panel may be made in accordance with the pet guidelines. Decisions of the Pet Grievance Panel shall be final and binding.

If the Pet Committee upholds the revocation and does not appeal the decision within ten (10) days of said decision, the resident will be required to remove the pet within fourteen (14) days of the decision. If the pet is not removed, the CHA may seek any remedy granted in accordance with appropriate state and local law. Violations of the pet policy may be grounds for removal of pet or termination of pet owner's tenancy or both.

Pet Grievance Panel

If the Pet Committee is unable to resolve a complaint or if the pet owner, a complainant or the CHA is dissatisfied with the Pet Committee's resolution of a complaint, within 10 days from such resolution a request for a review of the Pet Committee's resolution, may be made to the Pet Grievance panel. The Pet Grievance panel will consist of a representative designated by the Pet Committee (other than the pet owner), a representative designated by the Bureau of Asset Management of EOHLC, and a representative designated by the Massachusetts Society for the Prevention of Cruelty to Animals (MSPCA). The representative designated by the Bureau of Asset Management will request for review of the Pet Committee's resolution provided that the tenant keeping the pet agrees to the following conditions:

- A. That the Pet Grievance Panel has authority to determine the complaint.
- B. That the Pet Grievance Panel can require permanent removal of a pet if it finds that the pet has caused or threatened bodily harm to any person lawfully on the CHA property or has threatened the security of any such person's property or has created a serious health or safety hazard. The Pet Grievance Panel may permit replacement of the pet with another pet if circumstances warrant.
- C. Non-compliance with the decision of the Pet Grievance Panel within 30 days is sufficient cause for termination of the resident's dwelling lease by the CHA.

14. Management responsibilities

- A. The CHA will provide a copy of the authority's pet policy to the resident when issuing a CHA pet permit. The authority will also post a copy of the pet policy in the management office of each housing development and shall inform all residents with a CHA pet permit of any changes to such policy.
- B. The CHA will keep proper records of pets, pet owners' contact information, pet deposits, apartment inspections, and pet complaints.

15. Pet Deposits

- A. A pet deposit of \$160.00(or 1-month's rent), whichever is less will be required of each pet owner. This amount may be payable over a reasonable period, not to exceed three months with the first installment due at the time the CHA Pet Permit is issued. This payment will be implemented as a security deposit.
- B. The deposit will be refunded at the time the tenant vacates the unit or no longer has ownership of the pet, provided that no pet related damage has been done to the unit. The total amount of the repairs to the unit will be deducted from the deposit.
- C. A fee of \$25.00 shall be collected from pet owners failing to clean up after their pet.

16. Liability & Insurance for damage or injury

- A. Charges for damages will include materials and labor. Disputes concerning amounts charged for damages are subject to the state grievance procedures provided for in EOHLC regulations.
- B. The pet owner must secure renters' insurance with personal liability or other insurance and indemnify the CHA against any pet-related litigation or attorneys' fees as a condition of pet ownership.