

Pet, Service Animal, and Assistance Animal Policy

I. INTRODUCTION

The Worcester Housing Authority (“WHA”) Pet, Service Animal, and Assistance Animal Policy provides rules and guidelines for the ownership and care of common household pets, and explains the difference and designation of service animals and assistance animals, which are not considered pets. The interests of the WHA are to provide decent, safe, and sanitary living environments for tenants, and to protect and preserve the physical condition of the properties.

II. PETS

A pet is a common household animal and must be approved and registered with the WHA before being brought onto the premises. Registration includes documentation signed by a licensed veterinarian or state/local authority that the pet has received all inoculations required by state or local law, that the pet has no communicable disease, and is pest-free. This registration must be renewed annually and will be coordinated with the annual reexamination date. Pets will not be approved to reside in a unit until completion of the registration requirements.

PERMITTED PETS	PROHIBITED PETS
<ul style="list-style-type: none"> • Dog 	<ul style="list-style-type: none"> • Reptiles
<ul style="list-style-type: none"> • Cat 	<ul style="list-style-type: none"> • Iguanas
<ul style="list-style-type: none"> • Bird 	<ul style="list-style-type: none"> • Snakes
<ul style="list-style-type: none"> • Guinea Pig 	<ul style="list-style-type: none"> • Ferrets
<ul style="list-style-type: none"> • Gerbil 	<ul style="list-style-type: none"> • Birds of prey
<ul style="list-style-type: none"> • Hamster 	<ul style="list-style-type: none"> • Farm or barnyard animals
<ul style="list-style-type: none"> • Fish 	<ul style="list-style-type: none"> • Dangerous, vicious, or aggressive dogs <i>i.e. pit bulls, rottweilers, doberman pinschers, chow chows</i>

1. Pet Ownership

a. Family Developments

Due to the number of children residing in the family developments and the threat to personal safety and sanitary conditions, dogs and cats are not permitted in family developments. Other pets are permitted contingent upon the provisions in this policy.

Guests may not bring pets into any WHA developments.

b. Elderly/Handicapped Developments

Pets are permitted in WHA elderly/handicapped developments contingent upon the provisions in this policy.

c. Number and size

A household may keep one dog or one cat, and up to two birds. No pet may exceed 40 pounds in weight. Any pet other than a cat or dog must be kept in a cage or aquarium. Fish and turtle tanks are limited to 20 gallons.

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2. Application

Tenants may keep birds and fish as pets without application or approval from the WHA. To keep another type of pet, a tenant must first submit an Application for Pet Ownership ("Application") to the Housing Manager, which will be reviewed for approval or denial. The WHA will deny the application and not register a pet if:

- the pet is not a common household pet;
- keeping the pet would violate any restriction in this policy;
- the pet owner fails to provide complete pet registration information;
- the pet owner fails to update the registration annually;
- the pet owner has been charged with animal cruelty;
- the pet owner had to relinquish a pet or was prohibited from pet ownership due to pet rule violations or a court order;
- the WHA reasonably determines that the pet owner is unable to keep the pet in compliance with the pet rules and other lease obligations; or
- the pet's temperament and behavior may be considered as a factor in determining the pet owner's ability to comply with provisions of the lease.

If the WHA denies the application, a written notification will be sent to the pet owner within ten (10) business days of the decision. The notice will state the reason for denying the application and will inform the tenant of the right to appeal the decision in accordance with the WHA's grievance procedures.

For denial of a pet in state aided elderly/handicapped housing, the notice will state the reason for denying the application and will inform the tenant of the right to appeal the decision to the to the Department of Housing and Community Development ("DHCD"), if a written request is received within 14 days. DHCD will then review the documentation and any other relevant information and shall render a written decision approving or disapproving the application.

3. Pet Lease Addendum

Once a tenant is approved to have a pet, the tenant must sign a Pet Lease Addendum, which includes agreement to comply with this policy and the applicable rules, and that noncompliance may result in the withdrawal of approval of the pet or termination of tenancy. The addendum shall become part of the tenant's lease agreement. In addition, the pet owner is responsible for providing the WHA with the following information, to be maintained in the tenant's file:

- pet description and color photo;
- veterinarian's name, address, and telephone number;

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- veterinary certificates of spaying or neutering, rabies, distemper combination, parvovirus, feline VRC, feline leukemia testing, and other inoculations when applicable; and
- licensing certificates in accordance with local and state law.

4. Tenant Responsibilities

Pet owners must maintain pets responsibly, in compliance with applicable state and local public health, animal control, and animal cruelty laws and regulations. Tenant shall be responsible for proper pet care, good nutrition, grooming, flea control, routine veterinary care, and yearly inoculations, including:

- a. Dogs and cats must wear identification tags and collars when outside of the unit.
- b. Tenant must keep a dog on a short leash at all times when in common areas.
- c. Tenant is responsible for cleaning up after the pet inside the apartment and anywhere on WHA property. The pet owner shall bag and dispose of waste in a receptacle designated by the WHA. Toilets are not designed to handle pet litter; therefore no pet waste or debris shall be deposited in a toilet. Tenant shall be responsible for the cost of repairs or replacements of any damaged toilets or pipes.
 - i. If the tenant fails to properly dispose of pet waste, the WHA shall issue a warning to the pet owner that they have failed to comply. A second incident of non-compliance will result in a \$25.00 fine assessed to the tenant. A third offense will result in a \$50.00 fine assessed to the tenant, and initiation of lease termination.
- d. For hygienic reasons, pet blankets and bedding shall not be cleaned or washed in WHA laundry rooms.
- e. Tenant shall maintain the unit and patio or porch, if any, in a sanitary, insect-free, and odor-free condition at all times.
- f. Tenant must provide litter boxes for cat waste, which must be kept in the WHA apartment. Litter boxes shall be kept clean and odor free.
- g. Tenant shall prevent the pet from gnawing, chewing, scratching, or otherwise defacing doors, walls, windows and floor coverings of the apartment, other units and common areas, as well as shrubs and landscaping of the development. Pet owners shall be responsible for cost of repair or replacement for any damages caused by the pet.
- h. Tenant shall be responsible for cleaning, deodorizing, and sanitizing carpeting and other floor coverings in the unit.

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- i. Tenant will not leave the pet unattended outside or on a patio or porch.
- j. Tenant shall not alter the apartment, patio, or other outside area to create an enclosure for a pet.
- k. Tenant shall not allow the pet to disturb the health, safety, rights, comfort, or quiet enjoyment of other tenants. A pet will not create a nuisance to neighbors, residents, staff and/or visitors with excessive barking, whining, snapping, biting, chirping, or other unruly behavior.
- l. Tenant will not leave any pet unattended for more than twenty-four (24) hours, except in the case of a dog, which shall be no more than eight (8) hours.
- m. Tenant shall allow the WHA to inspect a pet owner's unit on a quarterly basis to ensure that the unit is being cared for properly. The WHA may increase the number of inspections in its discretion. The WHA has the right to inspect a unit based upon complaints of improper pet care or any other violation of the pet policy.
- n. Dogs and cats must be spayed or neutered.
- o. Tenant is responsible for keeping the WHA informed of any change of information relative to their pet.

5. Responsible Party

The pet owner is required to designate one (1) alternate caretaker, including the name, address, and telephone number, who will assume immediate responsibility for the care of the pet, should the tenant become unable to care for their pet; the caretaker shall sign the Pet Lease Addendum and acknowledge their responsibilities as specified.

If the caretaker is unable or unwilling to assume responsibility for the pet and the pet owner is unable to locate alternate care, the WHA may enter the premises, remove the pet, and arrange for pet care for no more than ten (10) days to protect the pet. The WHA will assess the cost for alternative care to the pet owner. The WHA may contact the Massachusetts Society for the Prevention of Cruelty to Animals or other suitable agency for the assistance in providing alternate arrangements for the care of the pet. After ten (10) days, the agency providing care for the pet will have the authority to decide what will happen to the pet.

6. Emergencies

The WHA will take all necessary steps to ensure that pets that become vicious, display symptoms of severe illness, or demonstrate behavior that constitutes an immediate threat to the health or safety of others, are immediately removed from the premises by referring the situation to the appropriate state or local entity authorized to remove such animals. If it is necessary for the PHA to place the pet in a shelter facility, the cost will be the

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responsibility of the pet owner. If the pet is removed as a result of any aggressive act on the part of the pet, the pet will not be allowed back on the premises.

7. Complaints

For complaints made concerning a pet of a tenant of state elderly/ handicapped housing, the WHA pet committee shall accept and attempt to resolve. If the pet committee fails to resolve a matter or if the pet owner or a complaining party is dissatisfied with the pet committee's resolution, a request for a hearing in accordance with the WHA's grievance procedures may be made. Decisions of the grievance panel shall be binding. A tenant's material failure to comply with a decision of the pet grievance panel shall be sufficient cause for termination of the tenant's lease and eviction

8. Termination of Lease

Termination of lease proceedings may be instituted if the pet owner is in violation of this policy.

III. **SERVICE AND ASSISTANCE ANIMAL**

1. General

A "service animal" is any dog that is individually trained to work or perform tasks for the benefit of a person with a disability, including a physical, sensory, psychiatric, intellectual, or other mental disability. For the purpose of this definition, work or tasks do not include the provision of emotional support, well-being, comfort, or companionship. In certain circumstances, miniature horses are also considered service animals.

An "assistance animal" works, provides assistance, or performs tasks for the benefit of a person with a disability, or provides emotional support that alleviates one or more identified symptoms or effects of a person's disability. Assistance animals perform many disability-related functions, including but not limited to, guiding individuals who are blind or have low vision, alerting individuals who are deaf or hard of hearing to sounds, providing protection or rescue assistance, pulling a wheelchair, fetching items, alerting person to impending seizures, or providing emotional support to persons with disabilities who have a disability-related need for such support. An assistance animal does not need to be individually trained or certified.

Requests for service animals or assistance animals should be presented to the tenant's Housing Manager. If it is not clear whether a person is requesting WHA approval for a service animal or an assistance animal, the WHA shall first consider whether the animal meets the test for a service animal (Request for Service Animals, below). If the animal does not meet the test for a service animal, the WHA shall then consider whether the animal meets the test for an assistance animal (Requests for Assistance Animals, below).

Service animals and assistance animals are not pets; breed, size, and weight limitations do not apply to service or assistance animals.

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2. Requests for Service Animals

The WHA will consider the following in approving or denying the request for a service animal:

- whether the service animal is required because of a disability; and
- whether the animal has been trained to perform work or tasks

If the answer to both questions is “yes”, then the WHA will permit the person to live with and use a service animal in all areas of the premises where persons are generally allowed to go. The WHA shall not require documentation that the animal has been certified, trained, or licensed as a service animal. The WHA shall not make the above-inquiries if it is readily apparent that the animal is trained to do work or perform tasks for an individual with a disability.

The WHA may deny a specific service animal if the animal is out of control and its handler does not take effective action to control it; the animal is not housebroken; or the animal poses a direct threat to the health or safety of others that cannot be eliminated or reduced to an acceptable level by a reasonable modification to other policies, practices, and procedures. Such denials are based upon an individualized assessment that relies on objective evidence about the specific animal’s actual conduct. The WHA also reserves the right to withdraw approval of a particular service animal under this section.

3. Requests for Assistance Animals

Requests for assistance animals are considered under the WHA’s Reasonable Accommodations Policy. The WHA will consider the following in approving or denying the request for an assistance animal:

- whether the person seeking to use and living with the animal have a disability; and
- whether the person making the request have a disability-related need for an assistance animal (does the animal work, provide assistance, perform tasks or services for the benefit of a person with a disability or provide emotional support that alleviates one or more of the identified symptoms or effects of a person’s existing disability).

If the answer to both questions is yes, then the WHA will permit the person to live with and use an assistance animal in all areas of the premises where persons are generally allowed to go, unless doing so would impose an undue financial and administrative burden or would fundamentally alter the nature of the WHA’s services.

The WHA may deny the request if the specific assistance animal in question poses a direct threat to the health or safety of others that cannot be reduced or eliminated by another reasonable accommodation. The WHA may also deny the request if the specific assistance animal in question would cause substantial physical damage to the property of others that cannot be reduced or eliminated by another reasonable accommodation. Such denials are based upon an individualized assessment that relies on objective evidence about the specific animal’s actual conduct. The WHA also reserves the right to withdraw approval of a particular assistance animal under this section.