

Animal Ownership Policy

New Boston Management

Adopted: Resolution 2022-13; November 21, 2022

A. SERVICE ANIMALS

Definition: The Department of Justice’s revised the American Disability Act’s definition of an “Assistance Animal” as “any dog that is individually trained to do work or perform tasks for the benefit of an individual with a disability, including a physical, sensory, psychiatric, intellectual, or other mental disability.” The revised regulations specify that “the provision of emotional support, well-being, comfort, or companionship do not constitute work or tasks for the purposes of this definition.” (28 CFR § 35.104; 28 CFR § 36.104)

Service Animals are exempt from any registration fee, height, or weight limit but must still be registered with Management office and comply with all animals behavioral and care areas of this policy. For these individuals, Management will require documentation from a qualified medical practitioner with respect to:

1. Verification that the person making the request is a person with a disability.
2. Verification that the animal is needed by a person with a disability because of the person's disability.
3. Verification that the animal owned by the individual with a disability will meet the disability need of the individual identified.
4. Verification that someone in the household is able to care for the animal or that alternative arrangements that will not impair the animal's health or safety have been made.
5. Verification that the animal is currently on any required inoculations, i.e.: rabies, and that the animal has been neutered or spayed.

Request for a Service Animal shall be processed as a Reasonable Accommodation, and proper procedures must be completed, all references verified, and approved by Management. A Service Animal must be approved prior to acceptance of the animal into the dwelling.

B. EMOTIONAL SUPPORT ANIMALS

Definition: The Department of Housing & Urban Development’s definition of an assistance animal is “...an animal that works, provides assistance, or performs tasks for the benefit of a person with a disability, or that provides emotional support that alleviates one or more identified effects of a person’s disability. An assistance animal is not a pet.”

Emotional Support Animals are exempt from any registration fee, height, or weight limit but must still be registered with Management office and comply with all animals behavioral and care areas of this policy. For these individuals, Management will require documentation from a qualified medical practitioner with respect to:

1. Verification that the person making the request is a person with a disability.

2. Verification that the animal is needed by a person with a disability because of the person's disability.
3. Verification that the animal owned by the individual with a disability will meet the disability need of the individual identified.
4. Verification that someone in the household is able to care for the animal or that alternative arrangements that will not impair the animal's health or safety have been made.
5. Verification that the animal is currently on any required inoculations, ie: rabies, and that the animal has been neutered or spayed.

Request for an Emotional Support Animal shall be processed as a Reasonable Accommodation, and proper procedures must be completed, all references verified, and approved by Management. An Emotional Support Animal must be approved prior to acceptance of the animal into the dwelling.

C. PETS

The following rules shall apply for the keeping of pets by residents living in the units operated by Management.

1. "Common household pets" as authorized by this policy means domesticated animals, such as cats, dogs, fish, birds, rodents (including rabbits) and turtles, that are traditionally kept in the home for pleasure rather than for commercial purposes.
2. Cats and dogs shall be limited to small breeds where total weight shall not exceed thirty-five (35) pounds and total height shall not exceed eighteen (18) inches. The size, height and weight limit does not apply to Service or Emotional Support Animals.
3. No chows, pit bulls, German police dogs, or any other known fighter breed will be allowed on the premises other than assistance animals.
4. A nonrefundable Pet Registration Fee of \$300 for an animal in the pet owner's unit shall be made to Management. Such Fee will be a one-time fee (one per pet or one fee covers up to 4 birds; fish tank will be considered as one pet) and shall be used to help cover administrative costs associated with the pet registration. Owner shall remove or register an unregistered pet within twenty-four (24) hours or termination of housing benefits shall begin.
 - a. Under Federal Fair Housing guidelines for elderly or persons with a disability, the Pet Registration Fee can be paid in full at one time or received in a payment agreement. The initial deposit charged to an elderly tenant or person with a disability may not exceed \$50, and \$10 per month thereafter until the required deposit amount has been met. [Pets in Properties That Serve the Elderly or Handicapped | HUD.gov / U.S. Department of Housing and Urban Development \(HUD\)](#)

D. ANIMAL RULES

1. At any one time, each resident family will be allowed to house only one (1) warm blooded

animal, one 10-gallon fish tank or one cage with up to 4 birds.

2. Visiting guests with pets (other than assistance animals to assist visitors with disabilities) will not be allowed.
3. Each resident family will register their animals with Management **BEFORE** they are brought onto Management premises and will update the registration annually at the re-examination of family income. The registration will include: (*Appendix I*)
 - a. A photo of the animal and information sufficient to identify the animal.
 - b. A certificate signed by a licensed veterinarian, or a state or local authority empowered to inoculate animals, stating that the animal has received all inoculations required by applicable state and local law and, in the case of cats and dogs, that they have been neutered or spayed,
 - c. The name, address, and telephone number of one or more responsible parties who will care for the animal if the animal owner dies, is incapacitated, or is otherwise unable to care for the animal,
 - d. A statement indicating that the animal owner has read the Animal Ownership Policy and agrees to comply with them. (*Appendix I*)
 - e. Management may refuse to register an animal if:
 - 1) The pet is not a common household animal,
 - 2) The keeping of the animal would violate any applicable house animal rule,
 - 3) The animal owner fails to provide complete animal registration information,
 - 4) The animal owner fails annually to update the animal registration,
 - 5) Management reasonably determines, based on the animal owner's habits and practices and the pet's temperament, that the animal owner will be unable to keep the animal in compliance with the animal rules and other legal obligations,
 - 6) Financial ability to care for the animal will not be a reason for Management to refuse to register an animal.
 - 7) The household has another warm-blooded animal whether a Service Animal, Emotional Support Animal, or a pet.
 - f. Management will notify the animal owner if Management refuses to register an animal. The notice will:
 - 1) State the reasons for refusing to register the animal; and
 - 2) Be served on the animal owner in accordance with procedure outlined in paragraph

E1 of this policy; and

- 3) Be combined with a notice of a animal rule violation if appropriate.
4. Pets shall be quartered in the resident's unit.
5. Dogs shall be kept on a leash and controlled by a responsible individual when taken outside. No animal owner shall allow his or her animal to be tied, unleashed or loose outside the animal owner's dwelling unit at any time.
6. The animal owner shall not permit dog droppings to accumulate either inside or outside the apartment or to become unsanitary or unsightly and shall properly dispose of such droppings. Management shall impose a waste removal charge of \$5 per occurrence inside or outside the apartment for failure to comply with animal rules on waste removal.
7. No dog houses will be allowed on the premises.
8. Any applicable City Ordinances concerning animals will be complied with.
9. Animals shall be removed from the premises when their conduct or condition is duly determined to constitute a nuisance or a threat to the health and safety of the animal owner and other occupants of Management in accordance with paragraph E3 below. The terms "disturb, interfere or diminish" shall include but not be limited to barking, howling, whining, biting, scratching, chirping, jumping up on and other activities of a disturbing nature.
10. Birds must be kept in regular bird cages and not allowed to fly throughout the unit.
11. Dishes or containers for food and water will be located within the owner's apartment. Food and/or table scraps will not be deposited on the owner's porches, yards, or anywhere outside.
12. Residents will not feed or water stray or wild animals.
13. Pets will not be allowed on specified common areas (under clotheslines, social rooms, office, maintenance space, playgrounds, etc.).
14. Each resident family will be responsible for the noise or odor caused by their animal. Obnoxious odors can cause health problems and will not be tolerated.
15. When in public or common areas, all dogs (including dogs that are Service Animals) must wear on a collar about its neck both: (a) its rabies vaccination verification metal tag, and (b) its NBPM metal registration tag. Any dog found without tags shall be reported to the city animal control department for removal.
16. If an unregistered animal has been discovered in an apartment, that household will be charged the established registration fee for a pet, no matter if the animal is a Service or Emotional Support Animal, or a pet, and the animal will be removed from the property until proper registration can be confirmed or verified. Refusal to remove the animal from the property will result in a termination of the lease and removal of the household from the property.

E. ANIMAL VIOLATION PROCEDURE

1. **NOTICE OF ANIMAL RULE VIOLATION:** When Management determines, on the basis of objective facts supported by written statements, that an animal owner has violated one or more of these rules governing the owning or keeping of pets, Management will serve notice.
 - a. The notice will be
 - 1) by letter by first class mail, properly stamped and addressed to the resident at the leased dwelling unit, with a proper return address
 - 2) in person to any adult answering the door at the resident's leased dwelling unit, or
 - 3) if no adult responds, by placing the notice under or through the door, if at all possible, or else by attaching the notice to the door.
 - b. The notice must contain
 - 1) a brief statement of the factual basis for the determination and the animal rule or rules alleged to be violated,
 - 2) a statement that the animal owner has up to ten (10) days from the effective date of service of notice to correct the violation (including, in appropriate circumstances, removal of the animal) or to make a written request for a meeting to discuss the violation,
 - 1) the request could be removal within twenty-four (24) hours depending on the situation and safety of the residents, staff, or guests to the property.
 - 3) a statement that the animal owner is entitled to be accompanied by another person of his or her choice at the meeting,
 - 4) a statement that the animal owner's failure to correct the violation, to request a meeting, or to appear at a requested meeting may result in initiation of procedures to terminate the animal owner's lease.
 - c. The effective date of service is the day that the notice is delivered or mailed, or in the case of service by posting on the door, the day the notice is posted.
2. **ANIMAL RULE VIOLATION MEETING:** If the animal owner makes a timely request for a meeting to discuss an alleged animal rule violation, Management shall establish a mutually agreeable time and place for the meeting to be held within fifteen (15) days from the effective date of service of the notice of animal rule violation (unless Management agrees to a later date).
 - a. Management and the animal owner shall discuss any alleged animal rule violation and attempt to correct it and reach an agreeable understanding.
 - b. Management may, as a result of the meeting, give the animal owner additional time to

correct the violation.

- c. Whatever decision or agreements, if any, are made will be reduced to writing, signed by both parties, with one copy for the animal owner and one copy placed in Management's Resident file.

3. **NOTICE OF ANIMAL REMOVAL:** If the animal owner and Management are unable to resolve the animal rule violation at the pet rule violation meeting, or if Management determines that the animal owner has failed to correct the animal rule violation within any additional time provided for this purpose under paragraph C1 above, Management will serve the owner with a notice requiring the pet owner to remove the animal. This notice must:

- a. Contain a brief statement of the factual basis for the determination and the animal rule or rules that have been violated,
- b. State that the animal owner must remove the animal within ten (10) days of the effective date of service of notice of animal removal (or ten days after the meeting if the notice is served at the meeting),
 - 1) the request could be removal within twenty-four (24) hours depending on the situation and safety of the residents, staff, or guests to the property.
- c. State that the failure to remove the animal may result in initiation of procedures to terminate the animal owner's residency.

4. **INITIATION OF PROCEDURE TO TERMINATE ANIMAL OWNER'S RESIDENCY:** Management will not initiate procedure to terminate a animal owner's residency based on a pet rule violation unless:

- a. The animal owner has failed to remove the animal or correct the animal rule violation within the applicable time-period specified in paragraph 3b above,
- b. The animal rule violation is sufficient to begin procedures to terminate the animal owner's residency under the terms of the lease and application regulations,
- c. Provisions of resident's Rental Lease will apply in all cases.

F. PROTECTION OF THE ANIMAL

If the health or safety of a animal is threatened by the death or incapacity of the animal owner, or by other factors that render the animal owner unable to care for the animal, Management may do one of the following:

1. Contact the responsible party or parties listed on the registration form and ask that they assume responsibility for the animal.
2. If the responsible party or parties are unwilling or unable to care for the animal or cannot be reached despite reasonable efforts, contact the appropriate state or local Animal Control Authority, Humane Society, or designated agent of such Authority and request removal of the animal.

3. If there is no state or local authority (or designated agent of such an authority) authorized to remove a animal under these circumstances, enter the animal owner's unit, remove the animal, and place the animal in a facility that will provide care and shelter until the animal owner or a representative of the animal owner is able to assume responsibility for the animal, but not longer than 30 days. The cost of the animal care facility provided under this section shall be borne by the animal owner. If the animal owner (or the animal owner's estate) is unable or unwilling to pay, the cost of the animal care facility may be paid from the household's security deposit.

G. NUISANCE OR THREAT TO HEALTH OR SAFETY

Nothing in this policy prohibits Management or the Appropriate City Authority from requiring the removal of any animal from Management property if the animal's conduct or condition is duly determined to constitute, under the provisions of state or local Law, a nuisance or a threat to the health or safety of other occupants of Management property or of other persons in the community where the project is located.

H. APPLICATION OF RULES

1. Animal owner will be responsible and liable for any and all bodily harm to other residents or individuals; and destruction of personal property belonging to others caused by owner's animal will be the moral and financial obligation of the animal owner.
2. All animal rules apply to resident and/or resident's guests.

I. CHARGES, FEES, AND DEPOSITS

Animal owners shall be assessed certain charges, fees, or deposits in accordance with this Policy. Such charges, fees and deposits are listed here for convenience. There are no pet deposits assessed at NBPM.

1. Item: C. 7:
 - a) \$300 one-time nonrefundable registration of all pets at initial housing of pet.
2. Item B. 10:
 - a) \$5 per pile of removal of animal waste—inside or outside.

Appendix 1
Animal Ownership Agreement

1. Management considers the keeping of animals a serious responsibility and a risk to each resident in the apartment. If you do not properly control and care for your animal, you will be held liable if it causes any damages or disturbs other residents.
2. **Conditional Authorization for Animal.** You may keep the animal that is described below in the apartment until Dwelling Lease is ended. Management may terminate this authorization sooner if your right of occupancy is lawfully terminated or if you or your animal, your guests or any member of your household violate any of the rules contained in the Animal Ownership Policy or this Agreement.
3. **Pet Fee.** The Pet Fee will be \$300 for your current pet. The Pet Fee is a one-time, non-refundable charge. Pet Waste Removal Fee is \$5 per pile.
 - a. If, at any time in the future, this pet is replaced by another animal, another one-time fee will be charged for that replacement animal.
4. **Liability Not Limited.** The fee under this Animal Ownership Agreement does not negate resident's liability for property damages, cleaning, deodorization, de-fleaing, replacements, or personal injuries.
5. **Description of Animal.** You may keep only one animal as described below. A pet may not exceed eighteen (18) inches in height and thirty-five (35) pounds in weight. You may not substitute other animals for the one below without a new registration.

Service Animal

Emotional Support Animal

Pet

Animal's Name _____ Breed/Type _____

Color _____ Weight _____ Age _____ Housebroken? _____ Date of last Rabies shot _____

City License # _____ NBPM Tag # _____ **Use back of this form for updated shots.**

Contact information of person able to care for pet in case of resident's permanent or temporary inability to care for animal/s.

Name _____

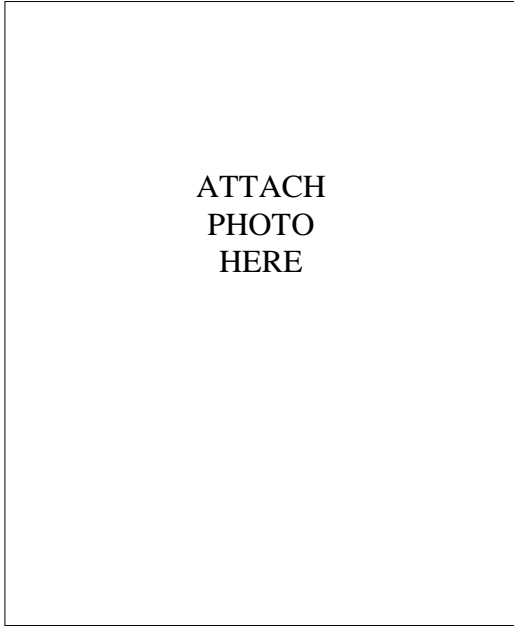
Address _____ Phone _____

I have read, fully understand and will abide by the rules and regulations contained in Animal Ownership Policy and in this Animal Ownership Agreement.

Printed Name _____ Apartment #: _____

Signature _____ Date _____

Appendix 2
Animal Policy Certification



HOH Name: _____

Apt #: _____

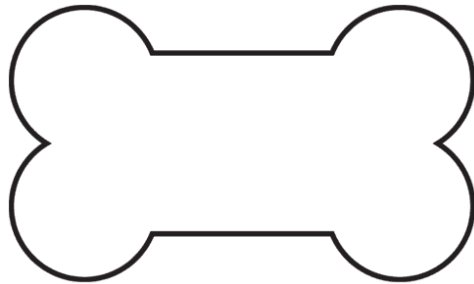
Animal Name _____

PHOTO TAKEN BY:

Name: _____

Title: _____

New Boston Management



NBPM Dog Tag Number