

Guidelines for Responsible Pet Ownership

These are policy guidelines for the management and residents of _____ to assist them in meeting the needs of pets, pet owning tenants, non-pet owning tenants, and management responsibilities in the pursuit of health, happiness and peaceful co-existence in a community atmosphere.

These pet guidelines should be used, not abused, by all of the participants in each facility. A clear understanding of the expectation and responsibilities of pet owners and management will ensure the successful introduction of companion animals into **(insert name of development here)**.

Guidelines

1. Any tenant who wishes to keep a companion animal will inform management in writing. Management reserves the right to check reference for previous pet ownership. If management feels a pet is inappropriate, management will inform tenant. Permission for a specific pet will not be unreasonably withheld. A Lease Pet Rider must be signed immediately by the tenant. All pet owners must be able to control their pets via leash, pet carrier or cage.
2. A companion animal will be defined as a common household pet such as a dog, cat, bird, guinea pig, gerbil, hamster, rabbit or fish. Reptiles, and birds of prey are not household pets. Pets, other than cats and dogs, shall have suitable housing, e.g. cages or aquariums.
3. There will be no more than one cat or dog or caged mammal per apartment. A maximum of two birds may be permitted and in the case of fish, no more than one aquarium with a 20 gallon capacity shall be allowed.
4. The mature size of newly acquired dogs is normally limited to a weight not to exceed 40 pounds. However, 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.
5. Dogs of a 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.
6. All dogs and cats over the age of six months must be spayed or 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 exceptions will be at **(insert management's name/manager's name here)**'s discretion.
7. 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; or 2) the documented medical conditions of tenants affected by the presence of the dog.
8. Residents are expressly prohibited from feeding or harboring stray animals.

Tenant Obligations

1. The pet owner will be responsible for proper 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.
2. 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 wastes 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 replacements of any damaged toilets or pipes.
3. Pet blankets and bedding are not to be cleaned or washed in the laundry room for hygienic reasons.
4. The pet owner will keep the unit and its patio or deck, if any, clean and free of pet odors, insect infestation, waste and litter and maintain the unit in a sanitary condition at all times.
5. The pet owner will restrain the pet and prevent the pet from gnawing, chewing, scratching or other wise defacing doors, walls, windows and floor covering of the unit, other units and common areas, as well as shrubs and landscaping of the facility.
6. Pets are not to be tied outside or left unattended on a patio, deck or porch at any time.
7. Tenants will not alter their unit, patio, deck, or other outside area to create an enclosure for an animal.
8. Pets shall 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.
9. Visitors with pets will be allowed as long as they notify management and generally conform to the policy's guidelines.
10. Pets will not be allowed to disturb the health, safety, rights, comfort or quiet enjoyment of other tenants. A pet will not create a nuisance to neighbors with excessive barking, whining, chirping, or other unruly behavior.
11. Pet owners will agree to quarterly inspections to be sure pets and units are being cared for properly. These inspections may be reduced or increased in time periods at the manager's discretion.
12. The tenant is responsible for providing management with the following information and documents which are to be kept on file in the tenant's folder:
 - 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, parvo virus, feline VRC, feline Leukemia testing and other inoculations when applicable.

d) dog and cat licensing certificates in accordance with local and state law

e) two (2) alternate caretakers, their names, address 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 management under the pet rules and regulations

The tenant is responsible for keeping management informed of any change of information.

Management Responsibilities

1. Establishment of a Pet Committee consisting of animal owners, non-animal owners, local interested humane groups and veterinarians, etc. for in-house pet ownership management.
2. Specific instructions for disposal of pet waste and kitty litter must be posted in each building.
3. Facility's rules and regulations of companion animal ownership must be posted and enforced in a fair and just manner.
4. Proper record keeping of: owner's and pets' pertinent information, security deposit, apartment inspections, investigation of complaints, and issuing of warnings, billing for damages, scheduling for repairs, etc.
5. Declawing of cats can not be required by management. As the pet owner is fully liable for all destruction of property, management should not anticipate the possibility of damage and request this very painful procedure.
6. All written complaints shall be referred to the Pet Committee for resolution. No credence shall be given by the Pet Committee to verbal or unsigned complaints. Management will also inform the resident of any other rule infractions and will duly notify the Pet Committee for attempted resolution.
7. Upon second notice of a written legitimate complaint from the Pet Committee to the tenant, the resident shall be advised that a further notice shall be cause for termination of the Pet rider provisions; 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.

Suggested Security Deposit and Fees*

1. The management/landlord may require a security deposit not to exceed one

month's rent. This amount may be payable over a reasonable time period determined by _____, who cannot require a tenant to pay all of the deposit before bringing in a pet. The management is responsible for securing this deposit in an interest-bearing account. Interest on this account will be paid to the resident annually.

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

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

* Requiring an additional pet deposit beyond the security deposit may be possible in some states.

Check your state's statutes regarding limits on security deposits or pet fees. Fees for condominiums and co-op's may also be governed by state law.

Liability of Pet Owners for Damage or Injury

1. 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 the tenant's pet.

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

3. Charges for damage will include materials and labor. Payment plans will be negotiated between management and the pet owner.

4. It is strongly recommended that the pet owner secure personal liability or other insurance and indemnify the property management against pet-related litigation or attorney's fees.

The property management may require pet owners to secure liability insurance, if he/she so elects, as a condition of pet ownership.

Pet Committee

1. Each housing facility shall establish a Pet Committee that is responsible for resolving complaints which may arise at each development. The Committee should consist of pet owning tenants, non pet-owning tenants, local humane groups, veterinarians and community volunteers. A community volunteer shall not be affiliated with the pet owner or the housing development or management other than as a member of the Pet Committee. Nor shall a community volunteer be a member of the immediate family of a person who is affiliated with the pet owner or the housing development management. The number of individuals should be uneven, three or five, to allow for a majority rule in the event of a vote decision.

2. A resident, who wishes to own a pet is responsible for establishing a Pet Committee if one is not already in place.

3. A purpose of the committee is to alleviate the management's involvement with tenants' questions and complaints concerning companion animals. The committee should also monitor how the ownership of pets affects the quality of life for both pet-owning tenants and no-pet owning tenants and report any recommendations to the management.

4. The committee could assist tenant with the following:

veterinary care -- discounts for seniors and pets, low-cost spaying and neutering
pet behavior consultants for obedience problems
local humane societies that would assist with any problems arising in the facility
information on proper pet care and responsible ownership
will notify management of any unresolved complaints.

Resolution of Complaints

1. The Pet Committee will be responsible for resolving complaints which may arise at each development. The committee will be the first line of complaint receipt as well as complaint resolution. Written complaints will be made to the pet committee which will approach the pet owner about such complaints and attempt to reach a resolution with the pet owner.

The pet committee shall work in locating and using resources to help tenants and management in the solution of pet problems.

Protection of Pet

1. 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 management to assist the pet and avoid delay in proper care of the animal.

2. 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.

3. If the health or safety of a companion animal is threatened by incapacity or death of the owner, the Pet Committee and/or management will contact the caretakers designated by tenant.

Removal of Pet

1. If caretakers are unable or unwilling to assume responsibility for the pet and tenant is unable to locate alternate, the management may enter premise, remove the pet, and arrange for pet care for no less than ten days to protect the pet. Funds for such care will come from the tenant's security deposit. The management may contact the local humane society or animal control facility for assistance in providing alternate arrangements for the care of the pet if the caretaker cannot be located.

2. 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 Committee.

Amendments to Guidelines

These Guidelines may be amended from time to time by the Pet Committee in consultation with the management.

These guidelines have been jointly developed and are periodically updated by the Massachusetts Society for the Prevention of Cruelty to Animals (MSPCA), the Massachusetts Department of Housing and Community Development (DHCD) and the Massachusetts chapter of the National Association of Housing and Redevelopment Officials (NAHRO).

Pet Rider

This pet rider to the lease between _____ and _____

(tenant)
(management)

is made a part of the lease entered between 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 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. The 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: _____

SIGNATURE: _____

PET CARETAKER #2:

NAME: _____

ADDRESS: _____

TELEPHONE: _____

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 arrangement 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.

6. Non-compliance 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)

(Management)

(Date)