

Dartmouth Housing Authority (DHA)
DartmouthHousingAuthority.Org
2 Anderson Way
Dartmouth, MA 02747
508-994-1424 - Office

PET POLICY

Date Adopted: February 10, 2025

INTRODUCTION

The purpose of this Pet Policy is to set forth the policies, procedures, and regulations for residents to enjoy the companionship of their pets, while maintaining the health, safety of other Dartmouth Housing Authority (“DHA”) residents, and the overall cleanliness of the DHA. This Policy shall apply to every Tenant and Resident of the DHA, regardless of what housing program they participate in. A copy of this Pet Policy is posted in DHA common areas and on the DHA website, located at DartmouthHA.org. Additionally, a copy of this Pet Policy may be obtained upon request by contacting the Dartmouth Housing Authority at (508) 994-1424.

SECTION 1. DEFINITIONS

- a. Service Animal – a dog that is individually trained to do work or perform tasks, including a physical, sensory, psychiatric, intellectual, or other mental disability, for persons with a disability.¹
- b. Assistance Animal – 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 and, if duly requested and approved, is permitted as a reasonable accommodation in order for a person with a disability to have an equal opportunity to participate in and enjoy their housing.²
- c. Pet – a domesticated animal of a species that is commonly kept as a household pet in the community. A cat, dog, gerbil, or hamster is an example of a domesticated animal which is commonly kept as a household pet. A monkey or snake is an example of an animal which is **not** commonly kept as a household pet in the community. Caged birds, which are not unreasonably noisy, or fish in tanks are not considered pets for which permission to keep is required. If an animal does not meet the criteria for a Service Animal or other type of Assistance Animal, the animal is considered a Pet for purposes of this Policy.
- d. Tenant – one or more persons, who is an adult or emancipated minor, who has signed a lease for a DHA unit and who is responsible for payment of rent and satisfaction of the provisions of said lease. A Tenant is responsible for the conduct of other household members and for the conduct of their guests.

¹ 28 Code of Federal Regulations §§ 35.104, 36.104.

² For more information on requesting a reasonable accommodation for a service animal, please see the Dartmouth Housing Authority’s Reasonable Accommodation Policy.

SECTION 2. OWNERSHIP

Animals shall be owned by, and the responsibility of, the Tenant in whose household said animal lives in. Each Tenant shall be liable for the conduct and damage caused by their animal.

SECTION 3. POLICIES

- 3.1 **Control** – All animal owners must be able to maintain control over said animal via leash or pet carrier.

Animal “runners” (animal runners are long cables that can keep your animal in the confines of your yard) shall **only** be allowed if the animal owner is outside with the animal and supervising the animal from **outside** of their unit.

No animal shall be loose and/or unattended in any common for any reason whatsoever.

No animal shall be loose and/or unattended in any area, outside of the animal owner’s apartment for any reason whatsoever. This includes any and all property owned and operated by the DHA – specifically a Tenant’s front yard, back yard, side yard, or other area surrounding the DHA.

- 3.2 **Dog License** – All dogs, regardless of whether they are Service Animals, Assistance Animals, or Pets, must be registered with the Town of Dartmouth.³ The DHA shall not grant a Tenant’s request to house a dog, until the Tenant can provide the necessary Dog License from the Town of Dartmouth.⁴
- 3.3 **Dog Registration** – All dogs, regardless of whether they are Service Animals, Assistance Animals, or Pets, must be registered with the DHA, pursuant to Section 4 below. If a Tenant houses a dog, without first registering it with the DHA as provided in Section 4, then the DHA shall enforce the provisions of this policy and the Tenant’s lease, as prescribed in Section 5 of this Policy.
- 3.4 **Spayed and Neutered** – All female dogs and cats over the age of six (6) months old must be spayed. Any Tenant seeking permission to house a female dog or cat over six (6) months old shall provide necessary veterinary paperwork verifying that said animal is spayed. All male dogs and cats over the age of ten (10) months old shall be neutered. Any Tenant seeking permission to house a male dog or cat over ten (10) months old shall provide necessary veterinary paperwork verifying that said animal is spayed.

³ Pursuant to M.G.L. c. 140 §§ 136A, 174E and Dartmouth Town Bylaws Chapter 134, and applicable Animal Control Regulations, all dogs over six (6) months old residing in the Town of Dartmouth must be licensed with the Town Clerk.

⁴ More information on Dog License Applications can be found online at <https://www.town.dartmouth.ma.us/248/Dog-License>

If health problems prevent such spaying or neutering, a veterinarian's certificate, signed under the pains and penalty of perjury, will be necessary to allow the animal to be housed at the DHA. Such an exception shall be at the Executive Director's sole discretion.

- 3.5 Veterinary Information – No Household's request to add a cat or dog to their unit shall be approved without the household first providing the name, address, and contact information of the animal's veterinary provider.
- 3.6 Collars – Each cat and dog must wear identifying tags and/or collars when on DHA property.
- 3.7 Number of Animals – No household shall house more than one (1) dog or (1) cat. Fish shall be limited to one (1) fish tank – no larger than twenty (20) gallons in size. Birds shall be limited to a single bird cage – no larger than eight (8) cubic feet in size.
- 3.8 Behavior – Dogs of a vicious or aggressive disposition shall not be permitted – not breed specific.
- 3.9 Administrative Transfers – Pursuant the DHA lease, the DHA reserves the right to transfer a household which houses a dog to a comparable unit, on the first floor, if the dog causes a nuisance on a higher floor.
- 3.10 Animal Care – Tenants are responsible for the proper care of animals which reside in their units. To this end, Tenant's shall maintain good nutrition, grooming, exercise, and regular veterinary care and inoculations.

Animals may not be left unattended in a unit for more than forty-eight (48) hours. If an animal is left unattended and no arrangements have been made for its care, the DHA may, at the Executive Director's discretion: (1) Contact one of the alternate caretakers, as provided by the Tenant in their application, who will assume immediate responsibility for the care of the animal; or (2) enter the unit and take the unattended animal to be boarded at a local animal care facility at the expense of the Tenant.

- 3.11 Cleanliness – Tenants who own animals shall be responsible for maintaining the cleanliness of their unit in accordance with the State Sanitary Code and applicable provisions of the Tenant's Lease with the DHA. Failure to keep the unit in a clean and sanitary condition because of the presence of an animal shall serve as grounds to demand that the Tenant cease housing the animal and/or as grounds for lease termination at the Executive Director's discretion.

Tenants who own animals shall be responsible for maintaining the cleanliness of the common areas of the DHA. This specifically includes Tenants who own and walk their dogs on DHA property.

Animal blankets and/or bedding shall not be cleaned, washed, or dried in the DHA laundry room.

- 3.12 Visiting Animals – Visiting animals are allowed so long as they conform with the requirements of this policy. (See Section 4.3).
- 3.13 Lease Provisions – If a Tenant wishes to house an animal, they must be able to do so while conforming with all other provisions of the DHA lease.
- 3.14 Commercial Use – Animals shall not be kept, bred, or used for any other commercial purpose on DHA property.

SECTION 4. PROCEDURES

- 4.1 Application – At the time of lease renewal, including when a prospective Tenant is about to sign a lease, the DHA shall attach an application for animal ownership.

Enclosed with the application for animal ownership, the Tenant must provide the DHA with the following information which will be kept on file in the Tenant's folder:

- (a) A color photo and identifying description of the animal;
- (b) Attending veterinarian's name, address and telephone number;
- (c) Veterinary certificates of spaying or neutering, rabies, distemper, parvovirus, feline leukemia and other inoculations, as applicable;
- (d) Dog licensing certificates in accordance with local and state laws;
- (e) Two (2) alternate caretakers, their names, addresses and telephone numbers, who will assume immediate responsibility for the care of the animal should the owner become incapacitated;
- (f) Emergency boarding accommodations;
- (g) Temporary ownership (overnight or short term) shall be registered with management under the animal rules and regulations.

Following the approval of the application for animal ownership, and prior to keeping the animal, the Tenant shall post the requisite pet deposit with the DHA, if applicable. Tenants shall also be required to sign an Animal Registration Form before housing their approved Animal.

- 4.2 Denial – Should the DHA deny an application for animal ownership, the DHA shall inform the Tenant in writing of the reason(s) for denial and the tenant's right to appeal:

Sol E Mar Lane and O'Connor Sisson Residents: to the Executive Office of Housing and Livable Communities ("EOHLC"). Such notice shall also notify the Tenant that they must appeal said determination, in writing, within fourteen (14) calendar days of receipt of the denial.

When seeking to appeal said determination to EOHLC, the Tenant shall provide the documentation outlined above in 4.1 (a) through (g). Said appeal shall also include: (h) a statement that the Tenant is prepared to post a security deposit as required by this Policy.

Munroe Terrace: to the DHA Grievance Officer. Such notice shall also notify the Tenant that they must appeal said determination, in writing, within fourteen (14) days of receipt of the denial.

When seeking to appeal said determination to DHA Grievance Officer, the Tenant shall provide the documentation outlined above in 4.1 (a) through (g). Said appeal shall also include: (h) a statement that the Tenant is prepared to post a security deposit as required by this Policy.

- 4.3 Visiting Animals – Tenants who wish to have an animal visit must first seek the written authorization from the DHA. Such animals must conform with the provisions of this Policy and are subject to the same Guest provisions as outlined in the Tenant’s Lease with the DHA.
- 4.4 Grievance – If the DHA takes any action pursuant to this Policy, which a Tenant has a right to grieve, and a Tenant elects to grieve such action, then such grievance shall be performed in accordance with the DHA Grievance Procedure.

SECTION 5. ENFORCEMENT

DHA Management shall be responsible for making every effort to assure compliance with the policies and procedures set forth in this Policy. To that end, management will at the first sign of a problem or concern contact the animal owner Tenant involved.

Failure on the part of any animal owner Tenant to take necessary and immediate steps to correct any problem involving the animal shall be considered a violation of the pet policy, a breach of the written lease pursuant, and may result in removal of the animal or termination of the lease, at the Executive Director’s discretion.

This Policy is adopted in recognition of Chapter 134 of the Town of Dartmouth’s Bylaws (“Chapter 134”). In enforcing the provisions of this Policy, the DHA reserves the right to report any violation of Chapter 134 to the appropriate authorities – including the Town of Dartmouth’s Animal Control Officer – and to assist in any investigation or enforcement of Chapter 134.

SECTION 6. DEPOSIT AND FEES

Sol E Mar Lane and O'Connor Sisson Residents: A Pet Deposit of one hundred sixty (\$160.00) dollars, or one month's rent, whichever is less, shall be required of each pet owner at the time of registering the Pet with the DHA. The deposit may be paid over a period of time as determined by the Executive Director. The pet deposit will be held by the DHA until the Tenant, or Pet, vacate the DHA. The pet deposit will be refunded at the time the Tenant or Pet vacate the premises, following a DHA inspection, provided that no pet-related damage has been done to the property. The sums necessary to repair such damage will be deducted from the deposit.

Munroe Terrace Residents: No Pet Deposit is required.