

ANDOVER HOUSING AUTHORITY  
100 MORTON STREET  
ANDOVER, MASSACHUSETTS 01810  
Telephone 978-475-2365



## **PET POLICY**

*ADOPTED BY THE BOARD OF COMMISSIONERS February 21, 2024*

### **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 and safety of other Andover Housing Authority (“AHA”) residents, and the overall cleanliness of the AHA. This Policy shall apply to every Tenant and Resident of the AHA, regardless of what housing program they participate in. A copy of this Pet Policy is posted in AHA common areas and on the AHA website, located at <http://www.andoverhousing.org/default.aspx>. Additionally, a copy of this Pet Policy may be obtained upon request by contacting the AHA at 978-475-2365.

Residents of the AHA who wish to keep common household pets must notify the AHA in writing. An AHA Pet Policy Agreement must be signed by the Resident and approved by the AHA, and an Alternate Caretaker Form must be completed before animals are allowed on AHA property. Only one (1) pet of each type is allowed per apartment with a maximum of-two (2) pets.

### **DEFINITIONS**

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.<sup>1</sup>

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.<sup>2</sup>

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.

Tenant – one or more persons, who is an adult or emancipated minor, who has signed a lease for an AHA 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.

---

<sup>1</sup> 28 Code of Federal Regulations §§ 35.104, 36.104.

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

## **PROHIBITED ANIMALS**

The Following categories of animals, without limitation, are explicitly prohibited from remaining on AHA property:

- a. Wild Animals – such as ferrets, foxes, skunks, squirrels, coyotes, groundhogs, turkeys;
- b. Stray Animals;
- c. Reptiles – such as snakes, turtles, lizards, and iguanas;
- d. Insects – such as spiders;
- e. Farm Animals – such as ducks, chickens, and pigs.

Tenants shall not shelter or harbor Prohibited Animals. For purposes of this policy, the feeding of Prohibited Animals, including leaving food dishes out for them, shall be construed as harboring said animals and serve as a violation of this policy and may result in removal of the animal or termination of the Tenant's lease, at the Executive Director's discretion.

## **ANIMAL OWNER'S RESPONSIBILITIES**

The following obligations are the responsibility of the Tenant-Animal Owner:

**Control** – All animal owners must be able to maintain control over said animal via leash, five (5) feet in length, or pet carrier.

Animal “runners” (animal runners are long cables or ropes that can keep your animal confined to a certain area) shall **not** be permitted. No animal shall be loose and/or unattended in any common for any reason whatsoever.

**Dog License** – All dogs, regardless of whether they are Service Animals, Assistance Animals, or Pets, must be registered with the Town of Andover.<sup>3</sup> The AHA shall not grant a Tenant's request to house a dog, until the Tenant can provide the necessary Dog License from the Town of Andover.<sup>4</sup>

**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.

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 pet to be housed at the AHA. Such an exception shall be at the Executive Director's sole discretion.

**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.

**Collars** – Each cat and dog must wear identifying tags and/or collars when on AHA property.

**Number of Animals** – No household shall house more than one (1) pet of each type with a maximum of-two

---

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

<sup>4</sup> More information on Dog License Applications can be found online at <https://andoverma.gov/1116/Dog-License> or by calling 978-623-8200.

(2) pets per household. 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.

Dogs shall be limited in size to forty (40) pounds by adulthood. Animals exceeding this size requirement at the time that this Policy is implemented shall be grandfathered in and be allowed to remain on AHA Property; provided, however, that the animal meets the other applicable provisions of this policy.

Behavior – Dogs of a vicious or aggressive disposition shall not be permitted on AHA property. Including dogs that belong to the breeds of: (i) Pit Bulls; (ii) Staffordshire Terriers; (iii) Rottweiler; (iv) Chow; (v) Boxers; (vi) German Shepards; (vii) Doberman Pinchers; and (viii) dogs of a similar temperament. Furthermore, *vicious animals*, as defined by the Town of Andover, state law, and/or insurance providers shall not be permitted on AHA property.

Administrative Transfers – Pursuant to Section VI (C) of the AHA lease, the AHA 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.

Animal Care – Tenants are responsible for the proper care of animals which reside in their units. To this end, Tenants shall maintain good nutrition, grooming, exercise, and regular veterinary care and inoculations.

Cats may not be left unattended in a unit for more than twelve (12) hours and Dogs may not be left unattended in a unit for more than 10 (ten) hours. If an animal is left unattended and no arrangements have been made for its care, the AHA may, at the Executive Director's discretion: (1) Contact the alternate caretaker, as provided by the Tenant in their application, who will assume immediate responsibility for the care of the pet; 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.

Cleanliness – Tenants who own animals shall be responsible for maintaining the cleanliness of their unit in accordance with the State Sanitary Code and Section IX (I) of the AHA Lease. 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 AHA. This specifically includes Tenants who own and walk their dogs on AHA property. A Tenant's failure to pick up their dog's solid waste and dispose of it in the appropriate receptacle shall be subject to a twenty-five (\$25.00) dollar fine, a demand that the Tenant cease housing the animal, and/or as grounds for lease termination at the Executive Director's discretion.

Tenants who own and walk their dogs on AHA property shall not permit their dog to urinate on other resident's front lawns.

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

Visiting Animals – Visiting animals are not allowed.

A Tenant of the AHA may act as an Alternate Caretaker of another Tenant's Pet or animal, provided that the animal is already registered with the AHA and the caretaking Tenant is a duly authorized caretaker pursuant to this Policy.

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 AHA lease.

Commercial Use – Animals shall not be kept, bred, or used for any other commercial purpose on AHA property.

## **PROCEDURES**

Application – At the time of lease renewal, including when a prospective Tenant is about to sign a lease, the AHA shall attach a Pet-Policy Agreement; whereby the Tenant shall indicate whether they do or do not own an animal. If the Tenant indicates that they own an animal, then the AHA shall provide Tenant with an application for pet ownership.

Enclosed with the application for pet ownership, the Tenant must provide the AHA with the following information which will 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, parvovirus, feline leukemia and other inoculations, as applicable;
- (d) Dog licensing certificates in accordance with local and state laws;
- (e) A complete Alternate Caretaker Form, including the caretakers name, addresses, and telephone number, who will assume immediate responsibility for the care of the pet should the owner become incapacitated;
- (f) Emergency boarding accommodations; and

Following the approval of the application for pet ownership, and prior to keeping the pet, the Tenant shall post the requisite pet deposit with the AHA. Tenants shall also be required to sign a Pet Policy Agreement and Caretaker Form before housing their approved Pet.

Denial – Should the AHA deny an application for pet ownership, the AHA shall inform the Tenant in writing of the reason(s) for denial and the tenant's right to appeal 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 (14) days of receipt of denial.

When seeking to appeal said determination to EOHLC, the Tenant shall provide the documentation outlined above in paragraph (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.

Care Takers – Tenants who are acting as caretakers for another Tenant's registered animal must comply with all requirements of this policy and shall be considered liable for the animal as if the animal were their own.

Grievance – If the AHA 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 AHA Grievance Procedure.

## **ENFORCEMENT**

AHA 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 to Section IX(O) and Section IX(Q), 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 the Town of Andover's Bylaws. In enforcing the provisions of this Policy, the AHA reserves the right to report any violation of the Town of Andover's Bylaws to the appropriate authorities – including the Town of Andover's Animal Control Officer – and to assist in any investigation of the Animal Control Officer.

### **DEPOSIT AND FEES**

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 AHA. The deposit may be paid over a period of time as determined by the Executive Director. The pet deposit will be held by the AHA until the Tenant or Pet vacate the AHA. The pet deposit will be refunded at the time the tenant or pet vacate the premises, following a AHA inspection, provided that no pet-related damage has been done to the property. Sums necessary to repair such damage will be deducted from the deposit.

In accordance with the Animal Owner Responsibility provision of this Policy, a fee of twenty-five (\$25.00) dollars shall be charged to any animal owner each time the animal owner fails to clean up after his/her animal. Said fees shall be subject to the AHA's Grievance Procedure.

# ANDOVER HOUSING AUTHORITY

100 MORTON STREET

ANDOVER, MASSACHUSETTS 01810

TELEPHONE 978-475-2365

FAX 978-475-0313

## PET POLICY LEASE ADDENDUM

Resident's Name: \_\_\_\_\_

Resident's Address: \_\_\_\_\_

\_\_\_\_\_

I have received my copy of the Andover Housing Authority's Pet Policy.

**I own an animal and I will abide by the conditions and restrictions outlined in the policy.**

Signed \_\_\_\_\_

Date \_\_\_\_\_

**I do not own an animal at this time.** If in the future I decide to obtain an animal, I will inform the Andover Housing Authority before housing it.

Signed \_\_\_\_\_

Date \_\_\_\_\_



ANDOVER HOUSING AUTHORITY  
100 MORTON STREET  
ANDOVER, MASSACHUSETTS 01810  
Telephone 978-475-2365

**Alternative Caretaker Form**

The Andover Housing Authority REQUIRES all tenants who own pets to designate a person to act as caretaker of the pet(s). This caretaker will be responsible for caring for the pet (specifically feeding, cleaning, providing exercise and medical care) in the event the tenant is unable to due to sickness, hospitalization, death, or any event that would leave the pet unattended. This caretaker also agrees to take and provide a suitable home for the pet in the event the tenant is no longer able to do so.

Name/Address of Tenant \_\_\_\_\_  
\_\_\_\_\_

Name/Type of Pet \_\_\_\_\_

Name/Address/Phone No. of Caretaker: \_\_\_\_\_  
\_\_\_\_\_

Tenant Statement: I, \_\_\_\_\_ hereby designate  
\_\_\_\_\_ as the caretaker for the pet(s) I have now or will in the  
future.

\_\_\_\_\_  
(Tenant)

\_\_\_\_\_  
(Date)

Caretaker Statement: I, \_\_\_\_\_ agree to act as caretaker  
according to the pet described above, for the pets belonging too \_\_\_\_\_.

I understand that the Andover Housing Authority may call on me to become caretaker as soon as they are aware of an unattended pet(s) and I will respond immediately.

\_\_\_\_\_  
(Caretaker)

\_\_\_\_\_  
(Date)

# ANDOVER HOUSING AUTHORITY

100 MORTON STREET

ANDOVER, MASSACHUSETTS 01810

TELEPHONE 978-475-2365

FAX 978-475-0313

## **PET OWNERSHIP INFORMATION**

Prior to signing the Pet Policy Agreement, I, \_\_\_\_\_, hereby certify that I have provided the Andover Housing Authority with the following information:

- A complete Alternate Caretaker Form, attached;
- A complete Attending Veterinarian Form, attached;
- Veterinary certificates of spaying or neutering, rabies, distemper, parvovirus, feline leukemia, and other inoculations.
- A complete Emergency Boarding Accommodations Form, attached;
- I have attached a recent color photo and identifying description of the animal;

Furthermore, if the animal is a dog:

- I have attached a dog licensing certificate, from the Town of Andover.

Signed, \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Date: \_\_\_\_\_





# ANDOVER HOUSING AUTHORITY

100 MORTON STREET

ANDOVER, MASSACHUSETTS 01810

TELEPHONE 978-475-2365

FAX 978-475-0313

## **ATTENDING VETERINARIAN FORM**

Animal/Pet Name: \_\_\_\_\_

Name of Veterinarian: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Resident Name: \_\_\_\_\_

Resident Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Signature of Resident

\_\_\_\_\_  
Date

# ANDOVER HOUSING AUTHORITY

100 MORTON STREET

ANDOVER, MASSACHUSETTS 01810

TELEPHONE 978-475-2365

FAX 978-475-0313

## **EMERGENCY BOARDING ACCOMMODATIONS FORM**

I, \_\_\_\_\_, hereby agree that in the event that I am incapacitated and my designated Alternative Caretaker is unresponsive or also incapacitated, then the Andover Housing Authority may board my animal, \_\_\_\_\_, in the following boarding:

Name of Boarding/Kennel: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Phone number: \_\_\_\_\_

I hereby agree to reimburse the Andover Housing Authority for any and all costs and/or fees incurred for coordinating such boarding. I further agree to waive and forever discharge the Andover Housing Authority from any liabilities that I may suffer as a result of requiring the Andover Housing Authority to arrange such accommodations for my animal.

Resident Name: \_\_\_\_\_

Resident Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Signature of Resident

\_\_\_\_\_  
Date