

Appendix B: model guidelines

A workable pet policy: responsible pet guardianship under reasonable guidelines

For nearly two decades, the Massachusetts Society for the Prevention of Cruelty to Animals (MSPCA) has worked closely with the Massachusetts Department of Housing and Community Development (DHCD) and the Massachusetts chapter of the National Association of Housing and Redevelopment Officials (NAHRO) to develop and continually update a workable pet policy that has been successfully field-tested and protects pet guardians, residents without pets, managers, and the animals themselves. These guidelines are applicable to both public and private housing and can become an attachment to any lease or rental agreement. The guidelines are being used successfully throughout Massachusetts and around the country.

Groundless fears about unruly pets and irresponsible owners can be difficult to overcome. Such was the sentiment among many residents, housing managers and public officials in 1983 when the MSPCA initiated a bill in the Massachusetts legislature that would allow pets in state-aided housing for seniors.

But many people's attitudes changed in 1986-87 during a year-long Pet Pilot Project. Commissioned by the Joint Committee on Housing and Urban Development and conducted by the MSPCA and the DHCD, the project involved 24 pet guardians among 280 residents living in seven local housing developments of various configurations.

Throughout the program, the MSPCA and DHCD ombudsmen met with the residents and housing managers to explain the project guidelines, helped set up pet committees (comprised of pet guardians, residents without pets, representatives from the animal welfare community and veterinarians), acted as liaisons to public officials and served as program troubleshooters. The MSPCA believes that ensuring the welfare of the individual animal also guarantees the welfare of people.

The Pet Pilot Project was a resounding success. Two years later, in 1989, the Massachusetts "Pets in Elderly Housing" bill became law. Following the bill's passage, the MSPCA and DHCD together presented four regional workshops for housing personnel to ensure a smooth transition from the former no pets policy to one allowing pets. This same pet policy is now optional for state family housing as well.

We recognize the effort and commitment required to create and sustain a workable pet policy, but "no pets" policies simply don't work. We hope that our experience as reflected in these guidelines will benefit you in securing pet friendly housing or in creating a workable pet policy for people and pets in a rental housing community.



Model Guidelines for a Pet Policy in Multi-Unit Housing

1. Any resident who wishes to keep a pet will inform management in advance and in writing. Management approval is required prior to keeping a pet on the premises. Management reserves the right to check references for previous pet guardianship to confirm that the resident has demonstrated that he or she has been a responsible pet guardian. If management feels a pet is inappropriate, management will inform the resident. Permission for a specific pet will not be unreasonably withheld. In the case of dogs, a pet guardian may be required to provide certification that the pet has successfully completed the American Kennel Clubs (AKC) Canine Good Citizen (CGC) test. Upon management approval to keep a pet, a Pet Rider must be signed immediately by the resident. All pet guardians must be able to control their pets via leash, pet carrier or cage. All pets (as appropriate, i.e. dogs and cats) must wear, in addition to I.D. and license tags as required, an identification tag which will be provided by management to indicate that the pet is approved to reside with the resident.
2. A common household pet is defined as a dog, cat, bird, guinea pig, gerbil, hamster, rabbit or fish. Reptiles (other than turtles) 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 two pets; cats, dogs, birds, or caged mammals per apartment. In the case of fish, no more than one aquarium with a 20 gallon capacity shall be allowed.
4. The mature size of an adult dog 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.

Pet guardians, residents without pets, and management alike will benefit from knowing that a pet's appropriateness has been determined in advance and that in the case of dogs and cats, these pets will be identifiable as living with a resident who has agreed to abide by the pet guidelines.

Reptiles, such as snakes, lizards and iguanas have been implicated in the transmission of salmonella bacteria that can cause illness and even be life threatening in very young children, the immunosuppressed, and the elderly. For this reason reptiles are not considered appropriate pets in rental situations. Housing requirements for birds of prey are usually incompatible with rental situations and these birds, by nature, may pose a risk to other resident pets.

This limitation takes into consideration the size and proximity of rental property and the impact on all residents and their pets.

Weight restrictions are offered as a compromise to management's concerns of controlling a large population of large breed dogs given interior and exterior space limitations. By following up such a restriction with the opportunity for pets to be considered based on individual merit, managers are permitted to use their skills to determine if a larger pet is appropriate for the rental and therefore can be approved to be kept by a responsible resident.

5. Due to age and behavioral activities of puppies and kittens, applications for guardianship of such young animals shall be more closely reviewed prior to approval.

6. Animals of a dangerous or aggressive disposition will not be permitted.

7. All dogs and cats must be spayed or neutered no later than six months of age. However, spaying or neutering can be performed as early as 8 weeks of age and should be done as soon as possible. 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 _____ (management) 's discretion.

8. Management reserves the right to require dog guardians 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 residents affected by the presence of the dog.

9. Residents are expressly prohibited from feeding or harboring stray animals.

Puppies and kittens may be determined to be inappropriate pets for rental situations due to potential damage and disturbances they may cause as the result of their immaturity.

*Dangerous or aggressive pets put public health and safety at risk and can pose a serious threat to other pets; therefore dangerous or aggressive animals can not be permitted. Again, in the case of dogs, a guardian may be required by management to provide certification that the pet has successfully completed an AKC CGC test to determine not only if the dog is compatible to the rental environment but also to show that the dog does not demonstrate risky behavioral or temperament traits. **See sidebar on page iii for more information on dangerous animals.***

*Spaying and neutering greatly benefits a pet's health, well-being and ability to be a good resident. **See page 34 for more information about the importance of spaying and neutering.***

Living well, especially when renting, is all about the peaceful co-existence between pet guardians and residents without pets and the responsibilities of management to both parties. So, if allergies or other problems arise as the result of a pet's presence, it may be necessary for the resident to agree to make some changes to resolve the situation.

*Outdoor feeding of stray animals, including dogs, cats, and wildlife, can pose significant health and safety risks for both residents and their pets. Feeding and harboring strays must be prohibited. To help stray cats or dogs, or to safely address wildlife issues, notify your landlord or management office and contact local authorities, including local animal control, local humane societies, or the agency in your state that handles wildlife. **See pp. 36-37 for information on helping feral cats.***

Resident Obligations

1. The pet guardian 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 licenses (in accordance with state, town, or housing managers requirements) and collar when outside unit.
2. The pet guardian is responsible for cleaning up after the pet inside the apartment and anywhere on development property. A “pooper scooper” and/or disposable plastic bags should be carried by guardian. All wastes will be bagged and disposed of in a proper receptacle, such as a trash can, dumpster, or designated pet waste container. Toilets are not designed to handle pet litter. Under no circumstances should any pet debris be deposited in a toilet as blockages will occur. Residents 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 guardian 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 guardian will restrain the pet and prevent the pet from gnawing, chewing, scratching or otherwise 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. Residents 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 residents. A pet will not create a nuisance to neighbors with excessive barking, whining, chirping, or other unruly behavior.
11. Pet guardians 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 resident is responsible for providing management with the following information and documents, which will be kept on file in the resident’s folder:
 - a) a color photo and identifying description of the pet
 - b) attending veterinarian’s name, address and telephone number
 - c) verification of spaying or neutering
 - d) verification of rabies vaccination and boosters in accordance with local and state laws
 - e) verification that the pet has been examined by a veterinarian annually
 - f) verification that the pets’ inoculations have been provided and updated as deemed appropriate by the veterinarian for the species

Why are breed bans a bad idea?

Recently the MSPCA has received a large number of calls from public officials as well as private individuals who are developing pet policies and are contemplating banning specific breeds of dogs because they are considered to have a history of aggressive behavior. Among the dogs targeted are: Pit Bulls, Dobermans, Rottweilers, German shepherds, Labrador retrievers, and others.

The MSPCA believes that breed-specific bans are not an effective way to control dangerous or aggressive dogs. A breed ban does not impact dogs of other breeds that may be dangerous. Furthermore, such an approach unfairly brands all dogs of a particular breed, regardless of their behavioral history, as dangerous. Many landlords will admit that they have responsible residents who live with one or more of the breeds listed above and that both guardian and dog are good neighbors.

Some breed specific bans have been challenged and overturned based on two constitutional issues: possible violation of the “due process” clause of the 14th Amendment, and vagueness of definition. The term “pit bull terrier” has proven to be particularly difficult to define because it is used to describe many types of dogs, some of which vary widely in appearance and size.

A comprehensive pet policy banning all dangerous or aggressive animals is much tougher than breed ban policies, and it is fair and effective.

of pet. (For example, combination vaccines for Distemper-Hepatitis (CAV-2) -Leptospirosis -Parainfluenza and Parvovirus (DHLPP) for dogs, or Panleukopenia-Rhinotracheitis-Calicivirus and Feline Pneumonitis (FVRCP) for cats, and feline Leukemia testing)

- g) dog or cat licensing certificates in accordance with local and state law
- h) two (2) alternate caretakers, their names, address and telephone numbers, who will assume immediate responsibility for the care of the pet should the guardian become incapacitated; these caretakers must be verified in writing by signing the lease pet rider, acknowledging their responsibilities as specified
- i) emergency boarding accommodations
- j) temporary guardianship (overnight or short term) shall be registered in advance with management under the pet rules and regulations (example: a resident is caring for a family member or friend's pet at your home for a short period of time.)

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

Management Responsibilities

1. In multi-unit rental housing management will establish a pet committee consisting of pet guardians, residents without pets, local interested humane groups and veterinarians, etc. for in-house pet management.
2. Specific instructions for disposal of pet waste and kitty litter must be posted in each building.
3. Facility's rules and regulations for pet guardians must be posted and enforced in a fair and just manner.
4. Proper record keeping of: guardian'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 guardian is fully liable for all destruction of property, management should not anticipate the possibility of damage and require 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 resident, 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

Check your state's statutes regarding all issues concerning security deposits or pet fees, which are dictated by state laws. Most states have a website where you can review the statutes, or visit your local public library or contact a legal services organization in your state. Requiring an additional pet deposit beyond the security deposit may be possible in some states. Fees for condominiums and co-op's may also be governed by state law.

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 _____ (management),

who cannot require a resident 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 resident vacates or no longer has guardianship 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 guardians failing to clean up after their animals.

Liability of Pet Guardians for Damage or Injury

1. The pet guardian is responsible for: exterior, interior, doors, walls, floor coverings and fixtures in the unit, common areas or other areas damaged by the resident'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 guardian.
4. It is strongly recommended/or it is required that the pet guardian secure personal liability or other insurance and indemnify the property management against pet-related litigation and attorney's fees. The property management may require pet guardians to secure liability insurance, if he/she so elects, as a condition of pet guardianship.

Pet Committee

1. Each housing facility shall establish a pet committee that is responsible for resolving complaints that may arise at each development. The committee should consist of pet guardians, residents without pets, and representatives from local humane groups, veterinarians, and community volunteers. A community volunteer shall not be affiliated with the pet guardian 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 guardian 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 care for a pet and/or management is responsible for establishing a pet committee if one is not already in place.
3. A purpose of the committee is to alleviate management's involvement with residents' questions and complaints concerning resident animals. The committee should also monitor how caring for pets affects the quality of life for both pet guardians and residents without pets and report any recommendations to management.
4. The committee could assist residents with the following:
 - offering veterinary care—discounts for seniors and pets, low-cost spaying and neutering
 - offering pet behavior consultants for obedience problems
 - providing referrals to local humane societies that would assist with any problems arising in the facility
 - providing information on proper pet care and responsible guardianship
 - notifying management of any unresolved complaints.

A recommendation to managers: "grandfathering"

If you have a "no pets" policy that you have not enforced for any period of time, you might not be permitted to require residents to give up their pets. We recommend that you consider "grandfathering" existing pets and immediately adopt a workable pet policy.

In doing so, you will put in place sound management tools which will allow you to successfully ensure the safety and security of residents, property and pets.

The pet guardian and pet(s) must then comply with all aspects of the pet policy. Pet guardians in compliance with the pet policy help to ensure satisfaction and safety of all parties impacted: pet guardians, management and residents without pets alike).

By offering a "grandfather clause," management enables pet guardians to inform them about pets that currently reside with them and to obtain legal permission from management to keep the pet(s) as long as they are in compliance with the pet policy.

A sample grandfather is included in these model guidelines on page vii.

Resolution of Complaints

The pet committee will be responsible for resolving any 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 then approach the pet guardian about such complaints and attempt to reach a resolution with the pet guardian. The pet committee shall work in locating and using resources to help residents and management in the solution of pet problems. Management will be made aware of all complaints received by the pet committee upon receipt, as well as the subsequent resolution achieved by the committee. If the pet committee is unable to resolve any complaint, the complaint will immediately be referred to management. At that time the complaint will become the sole responsibility of management.

Protection of Pet

1. Identification cards, carried in purse or wallet, naming veterinarian and caretaker should be with the pet guardian 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 pet is threatened by incapacity or death of the guardian, the pet committee and/or management will contact the caretakers designated by the resident.

Removal of Pet

1. If caretakers are unable or unwilling to assume responsibility for the pet and the resident is unable to locate an alternate caretaker, 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 resident's security deposit. The management may also 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 guardian is in violation of these guidelines, which the pet guardian 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 guardian has received three warnings from the pet committee.

Amendments to Guidelines

These guidelines may be amended from time to time by the pet committee in consultation with the management.

A pet committee is intended for the sole purpose of fair resolution to pet-related concerns. By offering peer support and peer pressure via a pet committee, such matters can often be resolved swiftly and to everyone's satisfaction, benefiting both people and animals. The pet committee's existence in no way relieves management of its responsibilities.

Pet Rider

This pet rider to the lease between _____ (resident) and _____ (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: _____ (day and evening)
SIGNATURE: _____

Pet Caretaker #2
NAME: _____
ADDRESS: _____
TELEPHONE: _____ (day and evening)
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 arrangements which have been made for the proper care of the pet.
5. The pet guardian agrees to abide by each rule enumerated in the pet guidelines as outlined above, attached hereto, and incorporated by reference.
6. Noncompliance shall be sufficient cause for termination of the residential lease to which this rider is attached.
7. It is the pet guardian's responsibility to update the information listed in item 3.

(resident signature)

(date)

(management signature)

(date)

Sample "grandfather" clause

This grandfather clause is added as an addendum to the attached pet policy for

(resident) and

(management) on

Pets of residents that do not conform to the attached pet policy (for example, multiple animals in excess of the policy or types of animals not allowed by policy), that reside with the resident prior to the adoption of the attached pet policy, are allowed, provided that the resident conforms with all other aspects of the pet policy for each pet listed (without exception) and the resident agrees to all terms.

If the resident gives away or otherwise relinquishes any pet listed herein, or if/when the pet(s) die, any future pets of the resident must conform to the attached pet policy adopted by management. If this clause has been executed to permit a number of pets greater than the number allowed in the pet policy, the resident will not be permitted to replace a relinquished or deceased pet in excess of the limit stated in pet policy. Future pet(s) must be approved by management prior to taking up residence and must be maintained in accordance with the pet policy.

(name/description of "nonconforming pet")

(resident signature)

(management signature)

(date)