



## Wellesley Housing Authority

109 Barton Road Wellesley, Massachusetts 02481

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### **PET POLICY**

Adopted: 8/17/2023

Board Member Signatures:

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#### **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 Wellesley Housing Authority (“WHA”) residents, and the overall cleanliness of the WHA. This Policy shall apply to every Tenant and Resident of the WHA, regardless of what housing program they participate in. A copy of this Pet Policy is posted in WHA common areas and on the WHA website, located at <https://wellesley-housing.org>. Additionally, a copy of this Pet Policy may be obtained upon request by contacting the Wellesley Housing Authority at (781) 235-0223.

#### **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.<sup>1</sup>
- 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.<sup>2</sup>
- 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 WHA 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.

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<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 Wellesley 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.

At the Barton Road development, 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 WHA – specifically a Tenant’s front yard, back yard, side yard, or the forested area surrounding the WHA.

- 3.2 **Dog License** – All dogs, regardless of whether they are Service Animals, Assistance Animals, or Pets, must be registered with the Town of Wellesley.<sup>3</sup> The WHA shall not grant a Tenant’s request to house a dog, until the Tenant can provide the necessary Dog License from the Town of Wellesley.<sup>4</sup>
- 3.3 **Dog Registration** – All dogs, regardless of whether they are Service Animals, Assistance Animals, or Pets, must be registered with the WHA, pursuant to Section 4 below. If a Tenant houses a dog, without first registering it with the WHA as provided in Section 4, then the WHA 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.

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 WHA. Such an exception shall be at the Executive Director’s sole discretion.

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<sup>3</sup> Pursuant to M.G.L. c. 140 §§ 136A, 174E and Wellesley Town Bylaw Article 49, and applicable Animal Control Regulations, all dogs over six (6) months old residing in the Town of Wellesley must be licensed with the Town Clerk.

<sup>4</sup> More information on Dog License Applications can be found online at <https://wellesleyma.gov/151/Dog-Licenses#:~:text=Apply%20or%20Renew%20In%2DPerson,2252> or by calling (781)-431-1019.

- 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 WHA property.
- 3.7 Number of Animals – No household shall house more than one (1) dog or (2) cats. 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 to Section VI(C) of the WHA lease, the WHA 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 WHA 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 Section IX (I) of the WHA 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 WHA. This specifically includes Tenants who own and walk their dogs on WHA 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 \$10.00 fine, a demand that the Tenant cease housing the animal, and/or as grounds for lease termination at the Executive Director’s discretion.~~

Animal blankets and/or bedding shall not be cleaned, washed, or dried in the WHA 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 WHA lease.
- 3.14 Commercial Use – Animals shall not be kept, bred, or used for any other commercial purpose on WHA 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 WHA shall attach an application for animal ownership.

Enclosed with the application for animal ownership, the Tenant must provide the WHA 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 WHA, if applicable. Tenants shall also be required to sign an Animal Registration Form before housing their approved Animal.

- 4.2 Denial – Should the WHA deny an application for animal ownership, the WHA shall inform the Tenant in writing of the reason(s) for denial and the tenant's right to appeal the Department of Housing and Community Development ("DHCD"). Such notice shall also notify the Tenant that they must appeal said determination, in writing, within (14) calendar days of receipt of denial.

When seeking to appeal said determination to DHCD, 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 WHA. Such animals must conform with the provisions of this

Policy and are subject to the same requirements of Section IX (S) and Section V(B) of the WHA Lease.

- 4.4 Grievance – If the WHA 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 WHA Grievance Procedure.

## **SECTION 5. ENFORCEMENT**

WHA 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 Article 47 of the Town of Wellesley's Bylaws ("Article 47"). In enforcing the provisions of this Policy, the WHA reserves the right to report any violation of Article 47 to the appropriate authorities – including the Town of Wellesley's Animal Control Officer – and to assist in any investigation or enforcement of Article 47.

## **SECTION 6. 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 WHA. The deposit may be paid over a period of time as determined by the Executive Director. The pet deposit will be held by the WHA until the Tenant or Pet vacate the WHA. The pet deposit will be refunded at the time the tenant or pet vacate the premises, following a WHA 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 Resident Responsibilities provision of the Wellesley Housing Authority's Outdoor/Grounds Policy, a fee of ten (\$10.00) 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 WHA's Grievance Procedure.~~

## **ARTICLE 47. ANIMAL CONTROL REGULATIONS**

*(Replaced ATM 2018.) (See Article 52 for violation fines.)*

47.1. Purpose. Pursuant to the authority set forth in G.L. c. 140, §§ 136A-174E, inclusive, and any other relevant statutes and regulations issued pursuant thereto, this section is adopted by the Town for the control and regulation of dogs within the Town.

47.2. Definitions. The definitions of words and terms set forth G.L. c. 140, § 136A are incorporated into Article 47 and shall be applicable herein.

47.3. Administration.

- a. The Select Board shall annually appoint an Animal Control Officer who shall be responsible for the enforcement of this bylaw and the General Laws relating to the regulation of animals.
- b. For purposes of this bylaw and G.L. c. 140, § 157, the Executive Director shall be the Hearing Authority.

47.4 Registration and License Requirements for Dogs. *(Amended ATM 2023.)*

- a. In accordance with G.L. c. 140, § 137, the owner or keeper of a dog six months of age or older, while residing in the Town of Wellesley, shall obtain a license (either individual or kennel) for the dog from the Town Clerk, which shall be affixed to the dog's collar. To obtain or renew a license, each dog owner or keeper shall annually present proof of a current rabies vaccination or a certification of exemption from the vaccination requirement, pursuant to G.L. c. 140, §§ 137(b) and 145B.
- b. All dogs within the Town shall be licensed and registered and the fees for such license and registration shall be established by the Town Meeting from time to time in accordance with G.L. c. 140, § 139. Fees for the issuance of licenses for dogs shall be:

	<u>Fee</u>
1) Males and Females:	\$25
2) Neutered Males and Spayed Females:	\$15
3) Service Animals as defined by the Americans with Disabilities Act or regulations promulgated thereunder:	No fee.
4) Kennels with 4-6 Dogs:	\$75
5) Kennels with 7-10 Dogs:	\$100
6) Kennels with 11 or more Dogs:	\$150

- c. Dog owners and keepers shall renew each dog license annually. The annual licensing period runs from April 1 through March 31.
- d. Kennels. All kennels within the Town shall be licensed, operated, maintained and regulated in accordance with G.L. c. 140, §§ 137A-137D and any other applicable statute or regulation.

47.5. Policies and Procedures. The Select Board shall from time to time adopt and publish such policies and procedures as they deem necessary to enforce the intent and purpose of this bylaw.

47.6. Conduct of Dogs.

- a. Nuisance and Dangerous Behavior. No dog owner or keeper shall permit the dog to become or remain a nuisance dog or a dangerous dog, as those terms are defined and used in G.L. c. 140, §§ 136A and 157.
- b. Leash Law. When not on the private property of its owner or keeper, or on private property with express permission of that property's owner, a dog shall be on a leash of not more than seven (7) feet.
- c. Dogs on Town Property. Any dog on the street or sidewalk in the Town shall be on a leash of not more than seven (7) feet. Any dog, while on any other property owned or controlled by the Town,

shall remain under the control of its owner or keeper in the manner prescribed by the regulations promulgated by the board, commission or officer having authority or control of said property.

- d. Service Animals. The provisions of Articles 47.6.b and 47.6.c shall not apply to any properly trained assistance or service animal while performing its duties.

#### 47.7. Animal Control Officer.

- a. Complaint Investigation. The Animal Control Officer shall investigate all written complaints arising within the Town pertaining to violations of Article 47 and of G.L. c. 140, §§ 136A-174E and any relevant state or local regulations.
- b. Issuance of Temporary Restraint Orders. The Animal Control Officer may issue a Temporary Restraint Order to the owner or keeper of any dog that is alleged to be a nuisance dog or a dangerous dog and is awaiting a decision under Article 47.8. A Temporary Restraint Order shall be in force for no more than thirty (30) days unless the Animal Control Officer renews it in writing for a subsequent thirty (30) day periods. The Animal Control Officer may rescind or stop renewing the order when, in the Animal Control Officer's judgment, restraint is no longer required. The Animal Control Officer's order shall expire upon receipt of a decision from the Select Board on the nuisance dog or dangerous dog hearing.
- c. Issuance of Temporary Confinement Order. The Animal Control Officer may make arrangements for the temporary housing of any dog that requires such temporary housing, and may issue an Order of Temporary Confinement authorizing such temporary housing. The housing may be at local veterinary clinics, or at dog kennels within the Town or neighboring towns, and shall be at the dog owner's or keeper's expense.
- d. Record Keeping. The Animal Control Officer shall keep accurate, detailed records of the confinement and disposition of all dogs held in custody, all bite cases reported, and the results of investigations. The Animal Control Officer shall maintain a telephone log of all calls received regarding dogs and submit a monthly report summarizing the log to the Select Board.

47.8. Nuisance or Dangerous Dog Hearings. Any person may file a complaint in writing to the Select Board that a dog owned or kept in the Town is a nuisance dog or a dangerous dog. All such complaints shall be investigated and addressed in accordance with G.L. c. 140 § 157.

#### 47.9. Violations and Penalties.

- a. The failure of the owner or keeper of any dog or pet to comply with this bylaw or with any order of the Animal Control Officer or the Select Board shall be a violation of this bylaw.
- b. The failure of the owner or keeper of any dog to comply with the registration and license requirements provided in this Article 47 and in G.L. c. 140, §§ 136A-174E shall be in violation of this bylaw.
- c. In addition to any other remedy provided by law, this Article may be enforced by the Animal Control Officer, or any police officer of the Town, or the Select Board, through any means available in law or equity, including but not limited to criminal indictment in accordance with G.L. c. 40, § 21, noncriminal disposition in accordance with G.L. c. 40, § 21D and Article 52.1, "Non-Criminal Disposition, as may be amended from time to time. When enforced in accordance with G.L. c. 40, § 21, the maximum penalty shall be \$300 and each day a violation exists shall constitute a separate violation.
- d. If the Animal Control Officer confines a dog and the dog owner or keeper does not pay all fees directly to the kennel or veterinary clinic, then the dog's owner or keeper shall be required to reimburse the Town for any expenses incurred in boarding that dog. If the dog has not been licensed, the owner or keeper shall obtain a license and pay any applicable fine before the dog can be released.
- e. An owner or keeper of a dog who fails to comply with an order of the Select Board or district court issued pursuant to G.L. c. 140, § 157A shall be punished as provided in that statute.

## **PET POLICY MINUTES**

### **June 22, 2023 meeting**

#### **Resolution #2023-42 NEW BUSINESS – PET POLICY FIRST READING**

The policy was written for WHA from EOHCL ( formerly known as DHCD) format / guidelines. This was not a boiler plate policy.

A draft of the Pet Policy will be distributed to residents and residents are encouraged to return feedback on the policy.

The board offered various language change suggestions and specific questions. The Pet Policy is expected to generate more discussion prior to a board vote to approve. Board would like to consider each others notes and tenant feedback and discuss further.

### **July 27, 2023 meeting**

Pet Policy Resolution #2023- 42 (tabled as not included in meeting packet)

### **August 17, 2023 meeting**

Upon a duly made motion by Commissioner Renzella and seconded by Commissioner Spencer, the resolution was approved by a roll call vote as follows:

Commissioner Renzella- Yes, Commissioner Spencer- Yes, Commissioner Sanchez- Yes