

## **WARM SPRINGS HOUSING AUTHORITY PET POLICY**

**Purpose:**

This Pet Policy has been adopted by the Warm Springs Housing Authority (WSHA) Board of Commissioners (BOC) to set forth the terms and conditions for keeping pets in those WSHA rental housing projects where pets are permitted. It is the intent of this policy to ensure that all residents who have pets maintain their premises and associated facilities in a decent, safe, and sanitary manner and refrain from disturbing their neighbors.

**Scope:** This Policy sets out the terms and conditions for keeping pets in WSHA Premises to ensure that all WSHA Residents maintain their Premises and associated facilities in a decent, safe, and sanitary manner, and do not threaten or unduly interfere with the health, safety, and peaceful enjoyment of other WSHA residents and WSHA staff. This Policy is designed to permit reasonable ownership of pets. This Policy applies to all residents of WSHA housing who wish to keep common household pets in their units or on their premises. Violation of this Policy or of Confederated Tribes of Warm Springs Ordinance No. 36 may be grounds for termination and Residents will be required to vacate the unit. Notwithstanding anything stated in this policy to the contrary, WSHA shall consider any request for reasonable accommodation to possess an assistance animal in a dwelling unit in accordance with the guidance set forth in HUD's Fair Housing and Equal Protection Opportunity Notice: FHEO-2013-01, and a Resident keeping an assistance animal as a reasonable accommodation shall be responsible to cover the costs of any repairs for damage the animal causes to the Premises.

**A. Definitions**

1. "Common household pets" shall mean smaller domesticated animals such as a dog, cat, bird, fish or turtle.
2. "Resident" shall mean any resident of WSHA housing, including renters and homebuyers, including without limitation residents with a Rental Lease, a Mutual Help & Occupancy Agreement (MHOA), or other homebuyer agreement with WSHA.
3. "Premises" shall mean WSHA-owned and or managed housing units and the associated yards and facilities.

**B. Basic Requirements.**

1. Residents are not permitted to keep any animals other than common household pets on their Premises.
2. Residents may only have two pets.
3. There shall be no limit as to the number of fish, but no more than one aquarium with a maximum capacity of 25 gallons shall be permitted.

4. Livestock of any kind are prohibited in WSHA housing areas. This included but not limited to: cows, horses, sheep goats, pigs and chickens.
5. Each pet owner shall be responsible for the proper care of his or her pet, including, but not limited to, good nutrition, grooming, routine veterinary care, flea control, routine inoculations, and compliance with all Confederated Tribes of Warm Springs Tribal Codes/Ordinances, and any applicable Federal, or local statutes, ordinances, rules and regulations, and any applicable public health, animal control, and anti-cruelty laws and regulations.
6. Each pet owner shall keep his or her unit and surrounding areas free of pet odors, insect infestation, waste and litter related to his or her pet and maintain the unit in a sanitary condition at all times.
7. Each pet owner shall be responsible for clean up after his or her pet anywhere on Housing Authority property, including carrying a "pooper scooper" and/or disposable plastic bag anytime the pet is outside of the unit. Residents owning a cat shall maintain a waterproof litter box for cat waste. Litter boxes shall not be allowed to become unsightly or unsanitary. All pet waste, including litter shall be bagged and disposed of on a regular basis, in the outside garbage can or dumpster. No pet waste shall be disposed of in the toilet. Residents shall take adequate precautions to eliminate any pet odors within the residence.
8. No pet shall be abandoned when the resident vacates.
9. Each pet owner shall maintain his or her pet in such a manner as to prevent any damage to his or her Premises, common areas and grounds of the community in which he or she lives.
10. No animal shall be kept, raised, or bred by a WSHA Resident for any commercial purpose.
11. A Resident who keeps a pet(s) must be present on the day of inspection or maintenance repairs to care for his or her pet(s) while WSHA staff or contractors are present, or else Resident must remove his or her pet(s) from the unit so the unit is vacant until the inspection or maintenance repair is completed.
12. Any pet must be kept under control at all times. A pet shall not be allowed to interfere with the peaceful enjoyment of other Residents or neighbors by barking, howling, screeching, biting, scratching, or other activities. If a pet displays threatening behavior toward WSHA staff, the staff may refuse to enter a residence in response to a request for maintenance or other assistance. In such a case, staff will require the pet to be put on a leash or be removed from the residence before maintenance will be performed, or other assistance rendered. Any attack by a pet on any person will be grounds for permanent removal of the pet, or eviction of the Resident.
13. WSHA will take all necessary steps to ensure that pets which become vicious, display symptoms of severe illness or of abuse, or demonstrate behavior that constitutes an immediate threat to the health or safety of others, are referred to the appropriate Tribal, state or local entity authorized to remove such animals. Any cost to remove the animal will be charged to the Resident.

14. **Pet Deposit:** The Resident will be required to get approval prior to acquiring a pet. The Resident shall pay WSHA a non-refundable pet deposit of \$100.00 prior to moving into the residence or prior to acquiring a pet. Resident will be responsible for repairing any pet-related damages including yard and lawn repairs. If WSHA undertakes the repair work, the labor and material costs necessary to repair any pet-related damages will be deducted from the deposit. If the sum of the damages exceeds the amount held by WSHA as a deposit, the Resident shall be billed for the overage, and charged an additional \$100 deposit.
15. Copies of this policy shall be distributed to all Residents that have signed a Rental Lease, a Mutual Help & Occupancy Agreement (MHOA), or other homebuyer agreement with WSHA.
16. A failure to abide by this Policy and the applicable Ordinance provisions shall be deemed a violation of the applicable agreement between WSHA and the tenant or homebuyer, and grounds for termination of that agreement.

**C. Conditions for Having a Dog or Cat.** A Resident may have a dog or cat if the following conditions are met regarding the animal.

1. No more than two pets shall be permitted in a household.
2. Ownership of animals for the purpose of dog or cat breeding is prohibited.

**D. Requirements for Keeping a Dog or a Cat:** All Residents must abide by the following requirements concerning dog or cat ownership:

1. It is the Resident's responsibility to make sure that any dog kept on his or her Premises is confined to its designated area within the Resident's Premises and/or fenced lot. The dog must have a collar. Unless the dog is kept within a fenced area within the Premises, it must be kept on a leash long enough to allow the animal to roam free on their owner's property. If fencing of the lot is the chosen form of confinement, the expense associate with the fence shall be a Resident responsibility in order to keep the approved pet(s), and the construction and maintenance of a fence must be carried out in accordance with WSHA policy. A written request to WSHA to install fencing is required. Approval of request must be made prior to any building commencing. A dog may be tethered within the resident's yard or patio (but not in the public patio in the case of an apartment complex without individual yards or patios.) Tethering in a yard is permitted only in such a manner as to not cause erosion or excessive wear on the lawn.
2. Each pet owner shall maintain his or her dog or cat in such a manner as to prevent the animal from being a nuisance or a threat to the health or safety of WSHA employees, the public or other residents in the community by reason of noise, unpleasant odors or other objectionable situations.

**E. Grievance Process:**

1. Tenants residing in WSHA housing projects who do not agree with results of Pet disputes have the right to appeal. A written appeal must be submitted to the Executive Director within (5) business days of incident. The Executive Director will review and make a determination in writing to the Tenant within (3) business days after receipt of written appeal. The determination letter will contain a brief statement of the reasons for the determination and state that the appellant has the right to meet with the Warm Springs Housing Authority Board of Commissioners. The Tenant must request audience of the Board of Commissioners in writing within (10) business days of the determination letter date. All decisions of the Board of Commissioners are final.