

# **Pet Policy and Procedures**

## **Spokane Indian Housing Authority**

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*This edition of the Pet Policy and Procedures was adopted  
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Authority by Resolution No. 10-, 4, 2010. This  
document, and its subsequent amendments, supersede all prior  
Editions of the Pet Policy and Procedures.*

# **SPOKANE INDIAN HOUSING AUTHORITY POLICY DISCLAIMER**

The Spokane Indian Housing Authority (SIHA) makes no warranty, express or implied, and assumes no responsibility for the accuracy, efficiency, reliability, integrity or timelessness of any information contained in its policies and procedures. These policies and procedures are specific to the needs of SIHA which administers many programs. Due to the uniqueness of our programs and services, certain laws, policies and procedures that are applicable to SIHA may not be applicable to other tribes and TDHE's, SIHA's policies and procedures are made available as public service and are not held to any tribe or TDHE as part of a contractual agreement. Reliance on any such information is at the user's own risk. SIHA policies and procedures are subject to change without notice.

SIHA is not liable, jointly, severally, or in any other way, for any expense or damages of any kind incurred as a consequence of using SIHA's policies and procedures or for any actions taken in reliance on or otherwise based upon information in the policies and procedures. Any tribe or TDHE who chooses to use SIHA's policies and procedures agrees to indemnify, hold harmless and defend SIHA, its Executive Director, Board of Directors, employees and agents from and against any and all actions, law suits, damages and expenses, including court costs and legal fees, arising out of the use of SIHA policies and procedures. Spokane Indian Housing Authority cannot provide legal advice or interpretation of the policies to the public. If you need legal advice please consult a qualified attorney.

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## I. PURPOSE

The purpose of this Pet Policy is to establish a policy and procedures for the ownership of pets in and on properties owned and operated by the Spokane Indian Housing Authority (SIHA). It also establishes reasonable rules that govern the keeping of common household pets and ensures that no applicant or Tenant is discriminated against in the admission process or their continued occupancy because of Pet ownership. Special rules within this policy govern the keeping of common household pets in housing occupied exclusively by the Elderly and Disabled.

This policy is reasonably related to the legitimate interest of SIHA to provide a decent, safe and sanitary living environment for existing and prospective tenants and in protecting and preserving the physical condition of the property and the financial interest of SIHA. Pet ownership is a privilege, not a right, which can be revoked at any time by SIHA. Written approval by SIHA is required before any animal or pet of any kind is permitted in and/or on SIHA property.

A tenant may own one or more household pets, subject to the restrictions designated in this policy, provided that the tenant maintains each pet responsibly, in accordance with applicable animal control and animal anti-cruelty law and regulations, and in accordance with these policies.

This pet policy is incorporated by reference into any dwelling Lease, Lease Agreement or Rental Agreement signed by the tenant. All tenants are required to comply with the terms of their dwelling lease. Violation of this policy is considered a violation of the Lease agreement and may constitute grounds for pet removal and /or, depending on the severity of the infraction, termination of the dwelling Lesae, Lease Agreement or Rental Agreement.

This policy is supplemental to applicable, pertinent laws and regulations found in the Spokane Tribal Law and Order Code.

## II. DEFINITIONS

**Common House Hold Pet:** A domesticated animal, such as a dog, cat, bird, guinea pig, hamsters, gerbils, turtles, and fish that is traditionally kept in the home for pleasure rather than for commercial purposes.

**Disabled Person:** Any person who has a physical or mental impairment that substantially limits one or more major life activities, has a record of such, or is regarded as having such impairment.

**Elderly Person:** A person who is at least 55 years of age.

**Elderly housing:** A dwelling or unit for the exclusive use of Elderly Persons or persons with disabilities who are not capable of living completely independently and who require a planned program of continual supportive services or supervision.

**LEASE:** This is the document that formalizes the relationship between the Tenant and the SIHA, including but not limited to any dwelling Lease, Lease Agreement or Rental Agreement.

**Service Animals:** include any animal individually trained to do work or perform tasks for the benefit of a person with a disability. Tasks typically performed by Service Animals include guiding people with impaired vision, alerting individuals with impaired hearing to the presence of intruders or sounds, providing minimal protection or rescue work, pulling a wheelchair, or retrieving dropped items. Service animals are not considered common household pets.

**Tenants:** As used in these Policies and the Lease, the person(s) signing Lease.

**SIHA:** Spokane Indian Housing Authority.

**Vicious Animal:** Any animal that has ever bitten or attacked a human being or domestic animal is considered vicious.

**Vicious Dog Breed:** Examples of vicious dog breeds that will not be allowed, Doberman Pinscher, Rottweiler, Bull Mastiff, Pit Bull, Wolf or any mix of these breeds.

#### **SERVICE AMINALS**

- A. In order to qualify for the service animal exclusion, the tenant must provide written certification:
  - 1. From a licensed medical physician that the tenant or member of his or her family is a person who would qualify for a service animal; and
  - 2. If the need for a service animal is not readily apparent or not known to the provider, that the animal will perform a benefit or serve a need of the tenant or member of his or her family; and
  - 3. The animal actually assists the tenant or member of his or her family.
- B. Nothing contained in this subsection limits or impairs the right of persons with disabilities, authorizes SIHA to limit or impair the rights of persons with disabilities, or affects any authority that SIHA may have to regulate animals that assist persons with disabilities, under applicable Federal or tribal law.

#### **IV. SIHA APPROVAL OF PETS**

- A. Elderly and Disabled tenants living in an elderly complex are permitted to own common household pets.
- B. Except for Elderly or Disabled tenants living in an elderly complex, pet ownership is restricted to those developments comprised exclusively of duplex or single family units. Tenants of SIHA elderly, duplex and single family unit rentals may own a maximum of two common household pets subject to the following reasonable requirements:
  - 1. Tenants must maintain each pet responsibly;
  - 2. Tenants must comply with applicable Tribal and local public health, animal control and animal anti-cruelty laws and regulations;
  - 3. Tenants must comply with the rules contained in this policy; and
  - 4. Tenants must provide SIHA with a refundable pet deposit that may be used to pay reasonable expenses directly attributable to the presence of the pet in the project.
- C. Preferred/Permitted pets are domesticated dogs, cat, guinea pigs, hamsters, gerbils, caged birds, turtles and fish; others will be considered upon written request.
  - 1. All tenants are allowed a maximum of two four legged, warm blooded pets, such as two (2) small dogs or two (2) small cats.
  - 3. Dogs' and Cats' weight must be less than 80 pounds (adult size) and fish aquariums must not exceed 50 gallons.

#### **V. PET REGISTRATION**

- A. All pets must be registered with Spokane Tribal Law Enforcement and SIHA. The registration must include:
  - 1. A certificate signed by a licensed veterinarian or state or local authority sanctioned with the power to inoculate animals stating that the pet has

received all inoculations that would be required by state and local laws, and that the pet has no communicable disease(s) and is pest free.

2. Licenses mandated by Tribal law;
3. Information sufficient to identify the pet and demonstrate that it is a common household pet such as a current and clear photograph; and
4. The name and contact information for one or more responsible party(s) who will care for the pet if the owner dies, is incapacitated, or is otherwise unable to care for the pet.

B. Registration must be renewed if pets change.

C. Failure to comply with the registration requirement is deemed a violation of this policy and the terms of the Lease.

#### **VI. STANDARD FOR PETS**

A. No pet that exhibits behavior that is vicious or intimidating, as determined by SIHA personnel, is to be kept on the premises. No vicious breed dog is to be kept on the premises.

B. No pet may be kept in violation of Tribal humane or health laws, or local ordinances.

#### **VII. RESTRICTED AREAS FOR PETS**

A. Tenant must recognize that other tenants may have chemical sensitivities allergies related to pets, or may be easily frightened or disoriented by animals. Tenants must agree to exercise courtesy with respect to other tenants.

B. Pets are not permitted in common areas unless on a leash and controlled by the owner.

#### **VIII. PET WASTE REMOVAL AND CHARGES FOR NON-COMPLIANCE**

A. Tenants are to provide litter boxes for cat waste which are to be kept in the unit. Tenant is not allowed to let waste accumulate. Tenants are responsible for properly disposing of cat waste in container provided by the tenant.

1. Cat waste shall be disposed of in a heavy, sealed plastic trash bags and placed in a trash container immediately.

2. Litter shall not be flushed through a toilet.

3. Litter boxes must be stored inside the tenants dwelling unit.

- B. Tenants are responsible for properly cleaning up pet droppings, if any, outside of the unit on Spokane Indian Housing Authority property, and properly disposing of said droppings in container provided by the tenant.
1. Tenant shall remove waste by placing it in a sealed plastic bag and disposing of it in an outside trash bin.
  2. Tenant shall take adequate precautions to eliminate any pet odors within or around unit and maintain unit in a sanitary condition at all times.
- C. Tenant who fail to remove pet waste will be charged for labor and that includes, but is not limited to, travel to and from the unit, cleanup and disposal of waste. Pet waste removal charges are due and payable within seven (7) days of billing.

#### **IX. FINANCIAL OBLIGATIONS OF TENANTS**

- A. Tenants who own or keep pets in their units are required to pay a refundable pet deposit that will be used to pay expenses directly attributable to the presence of the pet(s) in the project, including but not limited to: (1) the cost of repairs and replacements to and fumigation of, the tenants dwelling unit; and/or (2) the cost of an animal care facility for the protection of the pet. These fees are considered separate from any other required financial obligation of the tenant.
1. All SIHA tenants, with the exception of Elderly and Disabled tenants shall pay a \$200.00 per household pet deposit. An initial payment of \$100.00 shall be due and payable on or prior to the date the pet is properly registered and before the pet is brought into the unit. Thereafter, subsequent payments shall be \$25.00 per month until the maximum amount of \$200.00 has been paid in full.  
  
The deposit is for the purpose of defraying reasonable costs directly attributable to the presence of pets.
  2. Elderly tenants who reside in SIHA pay a \$100.00 per Household pet deposit. An initial payment of \$50.00 shall be due and payable on or prior to the date the pet is properly registered and before the pet is brought into the unit. Thereafter, subsequent payments shall be \$25.00 per month until the maximum amount of \$100.00 has been paid in full.
  3. The pet deposit shall be refunded to the tenant 30 days after the tenant moves out, minus costs.

4. The tenant will be billed for any cost of repair or replacement to and fumigation of the tenant's dwelling unit if the damage exceeds the funds held in the pet deposit.
  5. If the tenant is occupying the dwelling unit when the damages occur, the charges are due and payable within seven (7) days of written notification from SIHA and these charges will not be deducted from the pet deposit.
- B. Service animals are not household pets and, therefore, owners of these animals shall not be required to comply with the pet deposit fee.

#### **X. RULES FOR PETS/TENANTS**

- A. These rules establish standards of animal care and handling to protect the health, safety and welfare of tenants, SIHA employees and the general public. Tenants are required to protect the condition of the tenant's unit and SIHA housing project premises.
- B. Tenants must receive a written permit to keep any animal or have any animal on the premises. This privilege may be revoked at any time subject to the Spokane Indian Housing Authority procedure if the tenant is an irresponsible pet owner; if the animal becomes destructive or vicious; a nuisance or safety hazard to other tenants; or, if the tenant fails to comply with any provisions of this policy, wherever set forth and including but not limited to the following:
1. No pet that exhibits behavior for that is vicious or intimidating, as determined by SIHA personnel, is to be kept on the premises.
  2. All pets shall be inoculated and tenants must show proof of yearly distemper.
  3. Tenant shall be responsible for adequate care, nutrition, exercise and medical attention for his/her pet.
  4. All cats' and dogs' must be spayed/neutered before six (6) months of age. If such animals are not spayed/neutered and have offspring, tenant is in violation of this policy and the Lease. If an older animal is wanted they must be spayed/neutered prior to animal being allowed at unit.
  5. No pet may be kept in violation of Tribal humane or health laws, or local ordinances.
  6. Dogs' and cats' shall remain inside a tenant's yard unless they are on a leash.
  7. Dogs' and Cats' must be in kennel or on a securely attached leash and other pets must be properly caged when SIHA personnel must enter unit.

8. Tenant shall not permit any disturbance by their pet which would interfere with the peaceful enjoyment of other tenants; whether by loud barking, howling, whining, biting, scratching, chirping, or other such activities.

9. If the pets are left unattended for twenty-four (24) hour or more, Spokane Indian Housing Authority may enter to remove the pet and transfer it to the proper authorities subject to the provisions of the local ordinances. The Spokane Indian Housing Authority accepts no responsibility for the pet under such circumstances.

10. Tenant shall not alter their unit, or the area to create an enclosure for an animal. Installation of pet door is prohibited.

11. Tenants are responsible for all external damage that is caused by their pets including damage to the landscape and/or exterior of any housing unit.

12. SIHA Tenant shall not allow their pets to trespass upon common areas of SIHA property.

13. Tenants are prohibited from feeding stray animals. The feeding of stray animals shall constitute having pet without permission of the Spokane Indian Housing Authority.

14. Tenants who violate this policy are subject to: (1) revocation of their pet ownership privileges; and/or (2) termination of their Lease.

15. SIHA and/or appropriate community authority may remove any pet from the tenant unit or SIHA housing site if the conduct or condition of the pet is determined to constitute a nuisance or a threat to the health or safety of other occupants of the project or persons in the community where the project is located. If it is necessary for SIHA to place the pet in a shelter facility, the cost will be the responsibility of the tenant.

## **XI. NOTICE OF VIOLATION**

- A. Any two similar infractions within a six (6) month period concerning a particular pet, as documented by SIHA, may be grounds for the removal of the pet from the premises or termination of their lease.
- B. The authorization for a common household pet may be revoked, at any time, if the pet is vicious, intimidating, destructive, or a nuisance to others, or if the tenant fails to comply with this policy.

## **XII. NOTICE FOR PET REMOVAL**

- A. If the tenant and SIHA are unable to resolve the violation through the grievance process or the tenant fails to correct the violation in the time period allotted by SIHA, SIHA may serve notice to remove the pet and the tenant will be required to get rid of the pet within seven (7) days of notice.

The notice shall contain:

1. A brief statement of the factual basis for SIHA's determination that the pet policy has been violated.
2. Requirements that the tenant must remove the pet within seven (7) days; and
3. A statement that failure to remove the pet may result in a termination of tenancy.

## **XIII. PET REMOVAL**

- A. If the custodian identified by the tenant to assume responsibility of a pet if the tenant dies or is incapacitated is unwilling or unable to care for the pet, or if SIHA after reasonable efforts cannot contact the custodian, SIHA may contact the appropriate Tribal or local agency and request the removal of the pet.
- B. If pets are left unattended for twenty-four (24) hours or more, Spokane Indian Housing Authority may enter to remove the pet and transfer it to the proper authorities subject to the provisions of the local ordinances. The Spokane Indian Housing Authority accepts no responsibility for the pet under such circumstances.
1. Tenant will be responsible for any costs associated with the removal or storage of a pet at a facility.
  2. If a pet has been removed due to tenant neglect, the pet will not be allowed to return to the premises.

## **XIV. EMERGENICES**

- A. SIHA and/or an appropriate community authority may remove any pet from the tenant unit or SIHA housing project premises if the conduct or condition of the pet is determined to constitute a nuisance or a threat to the health or safety of other occupants of the project or persons in the community where the project is located.

1. Pets shall be immediately removed by the appropriate Tribal or local authorities if they become vicious, display symptoms of severe illness or demonstrate behavior considered a threat to the health and safety of others.

#### **XV. REQUIREMENTS UPON ADOPTION OF PET POLICY**

Upon adoption of this policy by the Board of Commissioners of the SIHA, and not later than July 1, 2010, all tenants shall bring all animals maintained by the tenant into compliance with the provisions of this policy, including but not limited to payment of deposit, securing required vaccinations, etc., and shall remove from the premises any and all animals not in compliance with this policy, including any animals which exceed the allowed number of pets. Failure to comply by July 1, 2010, shall be a violation of the Lease and grounds for termination of the Lease.

#### **XVI. SOVEREIGN IMMUNITY**

Nothing in this policy shall be deemed to be a waiver of the sovereign immunity of the Spokane Indian Housing Authority.