

**SALISH & KOOTENAI
HOUSING AUTHORITY**

PET POLICY

This Pet Policy was adopted by the Salish and Kootenai Housing Authority Board of Commissioners on the 5th day of October, 2021.

PET POLICY

Table of Contents

	Page
Section 1: Policy Statement & Purpose	3
Section 2: Eligible Households and Breeds	3
2.1: Single-Family Dwelling Units	3
2.2: Multi-Family Dwelling Units	3
2.3: Non-Eligible Dog Breeds	3
2.4: Non-Eligible Animals	3
Section 3: Reasonable Accommodations	4
3.1: Reasonable Accommodations	4
3.2: Service Animal	4
3.3: Support Animal	4
3.4: Accommodation Request	4
3.5: Tenant Responsibilities	4
Section 4: Violations	5
4.1: Points	5
4.2: First Violation	5
4.3: Subsequent Violation	5
4.4: Disturbing the Peace	5
4.5: Vicious Animal	5
4.6: Leash Requirement	6
4.7: Droppings and Litter Boxes	6
Section 5: Impoundment	7
Section 6: Definitions	7

Section 1: Policy Statement & Purpose

The Board of Commissioners (Board) of the Salish and Kootenai Housing Authority (Housing Authority) has set forth this policy to maintain order and structure for homes with animals. This policy notifies tenants of their eligibility, responsibilities, restrictions, and consequences for violations. This policy applies to all Housing Authority tenants, guests of tenants, Housing Authority units and Housing Authority property.

Section 2: Eligible Households and Breeds

- 2.1 Single family dwelling units** (houses/mobile homes): No more than two (2) house pets per premises. Dog(s) shall be leashed or fenced in at all times.
- 2.2 Multi-family dwelling units** (duplex, triplex, and four-plex): No pets are allowed unless you qualify as an elderly family.
- A. Reasonable accommodations may be made if the tenant requests and submits proper paperwork. Reasonable accommodations may be made for up to one pet in a multi-family dwelling. Those accommodations are referenced in Section 3.
 - B. Some fish with small tanks and small domestic birds may be allowed.
- 2.3 Non-Eligible Dog Breeds:** Any dog that is an American Pit Bull Terrier, American Staffordshire Terrier, Staffordshire Bull Terrier, Rottweiler, or any dog displaying the majority of physical traits of these breeds are not approved to be on Housing Authority property. It is a violation of the lease and/or agreement to own, possess, keep, exercise control over, maintain, harbor, transport, trade or sell any of the before mentioned breeds on or near property controlled by the Housing Authority under any circumstances.
- A. If the Housing Authority receives a verified report that a tenant or lessee owns, possess, keeps, exercises control over, maintains, harbors, transports, trades or sells any of the before mentioned breeds on or near property controlled by the Housing Authority, the Housing Authority will issue notice to immediately relocate the dog. If the tenant fails to comply, a 30-day termination notice will be issued to the tenant or lessee.
- 2.4 Non-Eligible Animals:** No tenant/lessee will be allowed to own, possess, keep, exercise control over, maintain, harbor livestock, exotic animals, reptiles, piranha, arachnids or rodents.
- A. If the Housing Authority receives a verified report that a tenant or lessee owns, possess, keeps, exercises control over, maintains, harbors, transports, trades or sells any of the before mentioned animals on or near property controlled by the Housing Authority, the Housing Authority will issue notice to immediately relocate the animal. If the tenant fails to comply, a 30-day termination notice will be issued to the tenant or lessee.

Section 3: Reasonable Accommodations

- 3.1 Reasonable Accommodations:** The Housing Authority may make reasonable accommodations for animals if a request is made by the tenant and the tenant provides requested documentation.
- 3.2 Service Animal:** Any dog that is individually trained to do work or perform tasks for the benefit of an individual with a disability, including a physical, sensory, psychiatric, intellectual, or other mental disability. Other species of animals, whether wild or domestic, trained or untrained, are not service animals for the purpose of this definition. There is a separate provision regarding trained miniature horses.
- A. Examples of work or tasks include, but are not limited to, assisting individuals who are blind or have low vision with navigation and other tasks, alerting individuals who are deaf or hard of hearing to the presence of people or sounds, providing non-violent protection or rescue work, pulling a wheelchair, assisting an individual during a seizure, alerting individuals to the presence of allergens, retrieving items such as medicine or the telephone, providing physical support and assistance with balance and stability to individuals with mobility disabilities, and helping persons with psychiatric and neurological disabilities by preventing or interrupting impulsive or destructive behaviors. **The crime deterrent effects of an animal's presence and the provision of emotional support, well-being, comfort, or companionship do not constitute work or tasks for the purposes of this definition.**
 - B. The dog must be under control of the handler. If the dog behaves in an unacceptable way and the person with the disability does not control the dog, the dog can be required to leave the premises.
- 3.3 Support Animal:** A pet that performs tasks, provides assistance, and/or provides disability-relieving emotional support to an individual with a disability.
- 3.4 Accommodation Request:** A request for a reasonable accommodation must be made by the individual, including a person legally residing in the unit with the requesting individual or a legal guardian or authorized representative. The tenant must provide either a letter from a doctor or counselor or can retrieve a Waiver of the Pet Policy form from the Housing Authority and have it completed by a doctor or counselor.
- 3.5 Tenant Responsibilities:** Section 4: Violations, pertains to animals approved as reasonable accommodations. Failure to comply with Section 4 may result in removal of the animal from Housing Authority property.

Section 4: Violations

4.1 Points

A. The Housing Authority may assess point as follows:

Animal control violation (first violation)	5 points
Each subsequent violation	10 points

4.2 First violation: Five (5) lease violation points will be issued and a letter sent to the tenant stating that the tenant must keep their pet (s) on a leash or tied/chained up at all times. This letter will also state that if the Housing Authority receives another verified report i.e. Animal Control Officer, other Housing Authority personnel or a signed written statement from neighbor that the pet (s) are at large or causing problems, then the pet (s) will be required to be removed immediately and permanently from property under the Housing Authority's control.

4.3 Subsequent violation: Ten (10) lease violation points will be issued and a letter sent to the tenant requiring that the animal (s) be removed immediately and permanently and the tenant must provide the Housing Authority with documentation of who took possession of their pet(s) i.e. animal shelter, veterinary clinic, animal rescue or private owner as a condition of their continued tenancy with the Housing Authority. If the tenant cannot make other arrangements for their pet(s) they can contact the Housing Authority and arrangements for the dog to be picked up will be made. Tenant will be responsible for pickup and boarding fees.

A. After subsequent violation and letter: If the Housing Authority receives a verified report that the pet(s) are at large or causing problems again, an additional ten (10) lease violation points for subsequent violation will be issued and a 30-day eviction notice will be issued per lease.

B. If tenant has been required to rehome a dog due to repeat violations, they may not get a new pet for a period of six (6) months. If tenant elects to get a new dog after the six (6) month period, tenant must make a formal request and meet with the Occupancy Manager to make this request. Tenant will be required to provide verification that the dog has been spayed/neutered and has gotten vaccinated in order for the dog to be considered.

a. If tenant violates the Pet Policy with the new dog and is required to remove it from Housing Authority property, tenant will not be allowed to get any further dogs. If tenant gets a dog and the Housing Authority becomes aware, a 30 day eviction notice will be issued.

4.4 Disturbing the Peace

A. No tenant/lessee shall be allowed to own, keep, harbor or maintain any animal(s), which by loud and frequent noise, such as barking, howling, yelping, or other noise which in any other way or manner should cause annoyance or disturbance to any person or persons within the community. If the Housing Authority receives a report

that a pet is disturbing the peace, the Housing Authority will require the owner to find a new home for the animal. If the tenant cannot make other arrangements, they can contact the Housing Authority and arrangements for the animal to be picked up will be made. Tenant will be responsible for pickup and boarding fees.

4.5 Vicious Animal

- A. If an affidavit is signed and submitted to a police officer or the Animal Control Officer, that an animal has bitten a person or animal on the property under the control of the Housing Authority without provocation, the officer shall have the authority to take immediate possession of the animal and to enter upon the premises of its owner, if necessary, in order to secure possession, and thereupon to deliver the animal to a designated veterinary clinic for clinical observations of rabies.
 - 1. The period of clinical observation shall be for a period no less than 10 days.
 - 2. At the conclusion of the clinical observation period, the animal shall be destroyed unless the owner declares his/her desire to reclaim possession of the animal. The owner must pay all fees for the clinical observation to the veterinary clinic and the Authority pick up and boarding fees. The animal involved in the bite may not return to Housing Authority property.
 - 3. If it is reported to the Housing Authority that the animal has returned to Housing Authority property, the tenant that allows it to return, will be issued an eviction and the Housing Authority will take possession of the animal. Any costs associated with that possession will be back-charged to the tenant.
- B. If a report is received from the Animal Control Officer, Housing Authority personnel or a verified written report by a neighbor that a tenant/lessee or his/her guests has an animal on property which is under the control of the Authority, which meets the definition of “Vicious Animal” then the owner will be required to rehome the animal immediately.

4.6 Leash Requirement

- A. No animal shall be permitted to run at large within the property that is under the control of the Housing Authority. House pet(s) need to be on a leash at all times when let out of the living unit and droppings cleaned up.

4.7 Droppings and Litter Boxes

- A. The household must pick up all droppings/litter boxes in a timely manner and must ensure that their animals are not defecating in neighbor’s yards. The droppings must be wrapped in plastic and disposed of in a garbage receptacle. If the Housing Authority receives a verified report that the household is not taking care of the

droppings/litter box, the Housing Authority may require that the animal be removed from the property.

Section 5: Impoundment

5.1 Impoundment

- A. When an animal is impounded by the Housing Authority, the following will apply before the animal is released to the owner:
 1. If an animal is not claimed within 72 hours after the animal is impounded, the Housing Authority may rehome the animal, or it may euthanize the animal. If the owner is known, the owner shall be responsible to pay for all fees, testing, observing, boarding, destroying, any fines, and other related expenses. If the Authority has to pay these fees on behalf of the owner the cost will be back charged to the owner.

Section 6: Definitions

1. **Animal:** Shall be intended to mean any animal both male and female.
2. **Owner:** Shall be intended to mean any person, firm, association, or corporation owning, keeping, maintaining, or harboring any animal.
3. **Animal at Large:** Shall mean not under the control of the owner or member of his/her family or his/her agent by leash, cord, chain, or otherwise restrained.
4. **Vicious Animal:** Means any animal, which is capable of inflicting death or serious injury on any person or other animal and which:
 - A. Has without provocation, attacked or bitten a person engaged in a lawful activity.
 - B. Has while off the property of its owner and without provocation, killed or seriously injured another animal.
 - C. Has anywhere, without provocation, chased, confronted, or approached a person on a street, sidewalk, or other public property in a menacing fashion, such as would put an average person in fear of attack; or
 - D. Has anywhere exhibited a propensity, tendency, or disposition to attack, cause injury, or threaten the safety of persons or other animals without provocation; or
 - E. Has anywhere acted in a manner that caused or should cause its owner to know that it is potentially vicious.

5. **Service Animal:** any dog that is individually trained to do work or perform tasks for the benefit of an individual with a disability. Other species of animals, whether wild or domestic, trained or untrained, or exotic are not service animals for the purposes of this new definition. There is a separate provision regarding trained miniature horses.
6. **Support Animal:** A pet that performs tasks, provides assistance, and/or provides disability-relieving emotional support to an individual with a disability. Tenant is allowed one (1) companion or comfort animal.

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