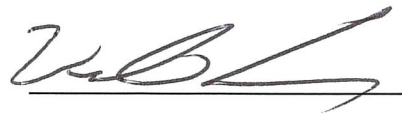


Nisqually Indian Tribal Housing Department Pet Policy



Adopted on: September 28, 2023

NISQUALLY TRIBAL COUNCIL



William Frank III, Chairman

PET POLICY

Purpose: To set out the requirements for tenants and homebuyers who want to have pets, and to stress to all NITHD tenants that the Nisqually Tribal Code, Title 4, Animal Control shall be enforced. A copy of this Title of the Code is attached.

Scope: This Policy sets out the terms and conditions for keeping pets in NITHD Premises to ensure that all NITHD 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 NITHD residents and NITHD staff. This Policy is designed to permit reasonable ownership of pets, provided, however, that NITHD reserves the right to adopt more restrictive Terms and Conditions for specific developments or projects that prohibit or otherwise impose more restrictive limits on pets than set out in this Policy. This Policy applies to all residents of NITHD housing who wish to keep common household pets (not “Service Animals” which are covered in other sections of this Policy) in their units or on their Premises, except for those residents subject to more restrictive Terms and Conditions (in which case, the Terms and Conditions will control). The Animal Control Code enacted by the Nisqually Tribe and currently in force applies to all areas under jurisdiction of the Tribe, including Residents of the NITHD. Violation of this Policy or of Nisqually Code Title 4 may be grounds for termination and Residents will be required to vacate the unit. Notwithstanding anything stated in this policy to the contrary, NITHD 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 a Service 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. Rodents including hamsters and gerbils, and reptiles other than turtles are not common household pets for the purposes of this policy.
2. “Resident” shall mean any resident of NITHD housing, including renters and homebuyers, including without limitation residents with a Rental Lease, a Mutual Help & Occupancy Agreement (MHOA), or other homebuyer agreement with NITHD.
3. “Premises” shall mean NITHD-owned units and homes and the associated yards and facilities.
4. “More restrictive Terms and Conditions” shall mean the Terms and Conditions adopted by NITHD to govern tenants or homebuyers at one or more projects or developments that prohibit or otherwise impose more restrictive limits on pets than set out in this Policy.

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 one dog or one cat (not both), but may keep other common household pets in addition to a dog or cat.
3. In the case of birds, a maximum of two birds may be permitted.
4. There shall be no limit as to the number of fish, but no more than one aquarium with a maximum capacity of 55 gallons shall be permitted.
5. All NITHD Residents who wish to keep common household pets must abide by the terms and conditions of this policy, and must abide by the requirements of Title 4 of the Nisqually Tribal Code.
6. 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 Nisqually Tribal Codes, and any applicable Federal, state, or local statutes, ordinances, rules and regulations, and any applicable public health, animal control, and anti-cruelty laws and regulations.
7. 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.
8. Each pet owner shall be responsible for clean up after his or her pet anywhere on NITHD 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 in the outside garbage can or dumpster. No pet waste shall be disposed of in the toilet.
9. No pet shall be abandoned when the resident vacates.
10. 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.
11. All animal waste must be immediately picked up and the area thoroughly cleaned. Responsibility for cleanup of pet waste lies with the Resident who maintains the pet. Failure to do so will result in a \$25.00 removal fee per occurrence, and repeated violations will be cause for termination of the rental or homebuyer agreement.
12. No animal shall be kept, raised, or bred by a NITHD Resident for any commercial purpose.
13. Residents must be physically able to take care of the pet regularly, or must make appropriate arrangements with an assigned secondary caretaker. If a dog or cat is left unattended for longer than 24 hours, the Resident must have a designated secondary caretaker care for the animal, or the animal will be delivered to the appropriate authorities. No animal may be left unattended in a common area of housing.

14. 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 NITHD 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.
15. 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 NITHD 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.
16. NITHD 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.
17. The Resident who maintains the pet is responsible for removing a deceased pet within 12 hours of the pet's death. Deceased dogs and cats may not be disposed of in the garbage dumpsters or on housing grounds.
18. **Pet Deposit:** The Resident will be required to get approval prior to acquiring a pet. The Resident shall pay NITHD a non-refundable pet deposit of \$250.00 prior to moving into the residence or prior to acquiring a new pet. Resident will be responsible for repairing any pet-related damages including yard and lawn repairs. If NITHD 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 NITHD as a deposit, the Resident shall be billed for the overage.
19. Copies of the Code shall be distributed to all Residents that have signed a Rental Lease, a Mutual Help & Occupancy Agreement (MHOA), or other homebuyer agreement with NITHD.
20. A failure to abide by this Policy and the applicable Code provisions shall be deemed a violation of the applicable agreement between NITHD and the tenant or homebuyer, and grounds for termination of that agreement.
21. Notwithstanding any of the foregoing, or any other provision of this Policy, residents who are subject to more restrictive Terms and Conditions will be required to abide by those Terms and Conditions.

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 one dog or one cat (not both) shall be permitted in a household. A resident with a dog or cat may also have other categories of "common household pets" as defined above.
2. With respect to dogs, any dog that is determined to be a "vicious animal" as defined in Nisqually Code Title 4 is specifically prohibited and shall not be allowed in any NITHD community.
3. Ownership of a trained "guard" dog or "attack" dog, or ownership of animals for the purpose of dog or cat breeding is prohibited.
4. No dog or cat shall exceed 15 inches in height at the shoulder or 25 pounds in weight when fully grown. If your animal is already registered with the management office, you are exempt from this size restriction until such time as you may acquire a new pet. It is your responsibility to ensure that your pet is registered with the NITHD office.
5. All dogs and cats must be registered with tribal law enforcement and the NITHD office immediately. Such registration shall consist of providing the following:
 - a) Basic information about the pet (type, age, description, name, etc.)
 - b) Provide a picture of the animal for identification purposes.
 - c) All dogs and cats shall be inoculated, licensed and spayed or neutered and owners shall provide veterinarian written verification of inoculations against rabies and certification of spay/neuter.
 - d) Proof that inoculations and license of the pet shall be verified annually. Payment of the above-mentioned pet security deposit of \$250.00 (to be paid in full or in the case of hardship, over a period of time not to exceed six months) to help defray the costs of potential damage done by a dog or cat to the unit or adjacent yard.
6. Notwithstanding any of the foregoing, or any other provision of this Policy, residents who are subject to more restrictive terms and conditions will be required to abide by those Terms and Conditions.

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

1. All dogs or cats that reside within a NITHD managed unit must be spayed or neutered. If a dog or cat within a NITHD managed unit is NOT spayed or neutered **the tenant or homebuyer may be charged \$25/month, due on the first of each month**, until proof is shown that the animals have been spayed or neutered.
2. Be advised that it is the Resident's obligation to ensure that the owner or keeper of any dog kept on the Premises register his or her dog with the Tribe at the Housing Department.
3. Also, 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 associated 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 NITHD policy. 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. A dog may be tethered by a harness. A dog may not be tethered by the neck. No "dog runs" are permitted.

4. Any dog running at large and without identification may be considered a stray, and any stray dog, or any dog chasing animals or endangering people may be grounds for permanent removal of the pet or eviction of the Resident. Further any such dog shall be reported to the appropriate agency and **may be humanely destroyed and disposed of in accordance with applicable law**. To reiterate, please take control of your dogs and ensure that they are approved by the Housing Department.
5. When outside the unit, the dog must be accompanied by its owner and restrained with a leash or tethered properly.
6. 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 NITHD employees, the public or other residents in the community by reason of noise, unpleasant odors or other objectionable situations.
7. Dogs shall be properly housed inside the dwelling unit or fenced yard at night (generally between 10 PM and 7 AM) unless accompanied by its owner.