# HOUSING AUTHORITY OF THE SAC AND FOX NATION



## **PET POLICY**

Approved by the Board of Commissioners of the Housing Authority of the Sac and Fox Nation on: October 23, 2017 by Resolution 2018-2. Revisions Approved on February 25, 2019 by Resolution 2019-22

### HOUSING AUTHORITY OF THE SAC AND FOX NATION PETPOLICY

It is not the intention of the Housing Authority of the Sac and Fox Nation (hereinafter "HASFN") to prohibit the ownership of domestic animals by any family who resides within any program managed by the HASFN. However, because some units are clustered in very close proximity to one another and it is necessary to establish a policy governing pet ownership in order to ensure the fair treatment of pet owners and non-pet owners alike.

This Policy sets out the terms and conditions for keeping pets in HASFN premises to ensure that all HASFN 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 HASFN Residents and HASFN staff. This policy is designed to permit reasonable ownership of pets. This Policy applies to all residents of the HASFN housing who wish to keep common household pets in their units or on their premises, subject to any applicable animal control or licensing laws enacted by the city/county in which the housing unit is located, as well as any laws of the applicable Sac and Fox Nation.

### RESIDENTS ARE PROHIBITED FROM FEEDING OR HARBORING STRAY ANIMALS. FEEDING OR HARBORING STRAY ANIMALS SHALL CONSITUTE A VIOLATION OF THIS POLICY AND MAY RESULT IN THE TERMINATION OF THE RESIDENT'S HOUSING BENEFITS.

### I. **Definitions**

- A. "**Common Household pets**" shall mean smaller domesticated animals such as a dog, cat, or fish. For the purpose of this Policy, these are the only pets permitted in the HASFN properties.
- B. "**Resident**" shall mean any resident of the HASFN housing, including renters and homebuyers, and including, without limitation, residents with a Dwelling Lease, a Mutual Help & Occupancy Agreement, or Lease Option Agreement with the HASFN. For purposes of this policy, "Resident" shall mean all individuals living within a housing unit or home owned by the HASFN.
- C. "**Premises**" shall mean the HASFN-owned unit, home, and the associated yards and facilities.

### II. Permit and Deposits

A. The resident pet owners must complete a HASFN Pet Permit Application (see Pet Application) sign and date a copy of the current HASFN Pet Policy, and pay the required pet deposit *in full*. If a resident houses a pet on the Premises without submitting the application and paying the pet deposit, the Resident shall no longer be eligible to possess a pet on the Premises, and may be subject to termination of housing benefits.

- B. Residents shall be required to submit a \$200.00 (per pet) non-refundable pet deposit to be paid in full prior to moving pets onto the Premises. Limit two (2) pets per household. (The deposit for fish aquariums is \$75.00 per aquarium, with a limit of two (2) aquariums, up to 25 gallons each).
- C. Trained service animals: the pet deposit will be waived for residents who require a service animal. Residents with service animals must still submit a Pet Permit Application, along with the applicable medical documentation stating the animal is a certified service animal, including the specific tasks he is trained to perform. For purposes of this policy, the HASFN has adopted the American with Disabilities Act (ADA) Definition for Service Animals, which reads as follows: Service Animals are dogs that are individually trained to do work or perform tasks for people with disabilities. Service animals are working animals, not pets. The work or task a dog has been trained to provide must be directly related to the person's disability. Dogs whose sole function is to provide comfort and emotional support do not qualify as service animals under the ADA. Please note: A service animal counts towards the two (2) pet limits.
- D. Residents are responsible for all damages caused by their pets. Including, but not limited to the cost of cleaning services, chemicals, and/or fumigation. This also includes any damage caused during the cleaning process. Cleaning and/or damage costs in excess of the \$200.00 deposit will be assessed to the Resident's tenant account. If the Resident is no longer a HASFN client, the HASFN reserves the right to pursue collection of the excess costs in a court of competent jurisdiction.
- E. This policy also applies to the pets of a Resident's guest(s).
- F. The pet deposit may be carried over from a deceased pet to a new pet but, a new Pet Permit Application shall be required for the new pet.
- G. No pets are allowed in Temporary/Emergency Housing units, except for registered service animals approved by HASFN.
- H. Does not apply to Wikiyapi Apartments.
- I. Special provision for Home Ownership must comply with local city ordinance.

### III. Acceptable Pets

- A. Permitted pets are domesticated dogs and animals that do not exceed 25 pounds in weight or 15 inches in height, at the shoulder, at maturity. Note: The HASFN will use information provided by the dog Breeds Information Center website at <u>www.dogbreedinfo.com</u> for size and weight standards for dogs. (Note: Height and weight limitation do not apply to Residents in the Home Ownership Program, or to service animals approved by the HASFN).
- B. Aquariums may house only fish or other non-dangerous aquatic animals such as small turtles. Snakes, lizards, dangerous fish such as piranhas, and other animals that pose a safety risk, in the sole discretion of the HASFN, are not permitted. Residents are not permitted to keep any animals, other than Common Household Pets, on the Premises.
- C. Pets shall not be kept, bred or used for commercial purposes.
- D. Vicious and/or intimidating dogs are not allowed. If at any time an animal appears

to be vicious, threatening or aggressive toward any person, staff member or other animal, or if the housing office receives multiple complaints, the Resident will be required to remove the animal from HASFN Premises, or face termination of housing benefits.

### IV. Limits and Restrictions

- A. Residents are limited to two (2) animals per household, with the exception of fish. Fish aquariums are limited to 25 gallons and may hold more than two fish.
- B. Cats shall be housed inside the Resident's housing unit. Residents must provide litter boxes for cat waste, kept inside the unit. Residents shall not permit waste from litter boxes to accumulate, to become unsightly or unsanitary.
- C. Residents in the Home Ownership Program may house dogs outside, within a fenced area or kennel. In no event shall any animal be allowed to roam freely or be tethered to any structure.
- D. A resident shall not alter the Premises in order to create an enclosure for any pet.
- E. Residents shall not permit their pet to disturb, interfere, intimidate or diminish the peaceful enjoyment of other residents.
- F. HASFN will act on all complaints received regarding a pet for noise, behavior or other violations of this Policy. A resident may receive two warnings, within a 12-month period, without penalty. A third incident, within any twelve 12-month period, shall be considered grounds for eviction of the pet and/or termination of the Residents' housing benefits.
- G. Resident's with pets are 100% responsible for cleaning up after their pets, and for maintaining the cleanliness of all common outside areas including: sidewalks, breezeways, steps, parking areas, and lawn. Additionally, the HASFN may impose a pet waste removal fine of \$25.00, per occurrence, for violations of this policy.
- H. Residents shall take adequate precautions and measures necessary to eliminate pet odors within or around the Premises, and shall maintain the Premises in a sanitary condition at all times. The HASFN may require more frequent housekeeping inspections for residents with pets than for residents without pets.

### V. Pet Health and Safety

- A. Dogs and cats must be licensed through the city in which the Premises are located. In the event the city does not license dogs and cats, the Resident shall ensure that pet dogs and cats receive rabies vaccinations on an annual basis. The Resident shall provide copies of all licenses and shot records, on licensed veterinarian letterhead, to the HASFN annually. Failure to provide the necessary documentation will result in termination of a pet permit.
- B. All dogs and cats that reside on the Premises must be spayed or neutered by six (6) months of age. If a veterinarian will not neuter/spay by this age, the Resident must provide a document from the licensed veterinarian clinic, on letterhead, explaining the delay. If a dog or cat within the HASFN units is NOT spayed or neutered, the Resident may be charged \$25 per month, due on the first of each month, until proof is shown that the animal has been spayed or neutered.

other absence from the unit. This identification of an alternate custodian must be kept updated, with current address and telephone number, and current consent statement indicating the custodian's willingness to accept responsibility for the pet, upon request by the HASFN or Resident. If a pet is left unattended for a period of twenty-four (24) hours or more, the HASFN may enter the dwelling unit, remove the pet and transfer it to the alternate custodian or, if necessary, other proper authorities, subject to the provision of applicable local ordinances in which the Premises are located. The HASFN accepts no responsibility for the animal(s) under such circumstances.
D. Residents are 100% responsible for the care and maintenance of their pets' health. If, in the opinion of the HASFN, an animal appears to be neglected, abandoned, diseased,

C. Residents must identify an alternate custodian for pets in the event of resident illness or

- b. Residents are 100% responsible for the care and maintenance of their pets health. If, in the opinion of the HASFN, an animal appears to be neglected, abandoned, diseased, unclean or harboring parasites; the HASFN shall notify the local Animal Control Department and have the animal removed from the Premises. In this event, the Resident's pet permit(s) shall be revoked by HASFN.
- E. Deceased animals must be removed from the Premises within 12 hours of the animal's death. Deceased animals may not be disposed of anywhere on the Premises, or any HASFN property.

# THIS POLICY IS SUBJECT TO REVISION OR REVOCATION AT ANY TIME BY HASFN.

Tenant's Signature

Date

Housing Management

Date



## Housing Authority of the Sac and Fox Nation

201 N. Harrison • P.O. Box 1252 • Shawnee, OK 74801 • Ph (800)831-7515 • (405)275-8200 • Fax (405)275-8203

## PET APPLICATION

The Pet Policy requires <u>every resident</u> in HASFN housing who wishes to keep a common household pet in their unit or on their premises to fill out a Pet Application. With each application all documents requested will be need to be submitted along with complete application. Below is a list or required documents and attached is a copy of the HASFN Pet Policy. Low Rent Tenants must pay \$200 (per pet) non-refundable deposit. The deposit is for Low Rent Tenants only. An application is required for each pet.

### **REQUIRED DOCUMENTS**

- Signed Pet Policy
- Pet Application
- Picture of Pet
- Spay/Neuter Documentation from Veterinarian
- Vaccine & Rabies Shot Documentation
- Proof of Registration
- Pet Deposit

Please answer all questions legibly and fill out the application completely leaving no blanks. If certain questions do not pertain to you, please mark N/A.



## Housing Authority of the Sac and Fox Nation

201 N. Harrison • P.O. Box 1252 • Shawnee, OK 74801 • Ph (800)831-7515 • (405)275-8200 • Fax (405)275-8203

		Place picture of
Tenant Name		pet here.
Address	City, State, Zip	_
() Primary Number	) Secondary Number	

#### Pet Information:

Pet's Name	Type/Breed	Age	Sex	License/ ID number	Date Spayed/Neutered

#### Pet Reference:

Veterinarian	Number		
Address	City, State, Zip		
	ASFN Pet Policy related to keeping pets in HASFN housing embers and I promise to fully comply.		
Tenant Signature	Date		
HASFN Staff	Date		
ASFN OFFICE USE ONLY:			
Deposit \$200.00	Verified by:		
Proper paperwork for Spay/Neuter			

Revisions Approved on February 25, 2019 by Resolution 2019-22

## **Rabies Shot Records**

Pet Name:				
Copy of vaccine shall be kept and updated annually.				
Date Vaccine Given	Copy Receipt Received			
	Yes or No/ Initial			