

## **PET POLICY**

The Authority permits pets on property under its control as follows:

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. Multiple family dwelling units, (duplex, triplex, and four-plex): No pets are allowed except for elderly families in accordance with Federal regulations and fish (small tanks) and birds.
3. This excludes the following breeds:

Any dog that is an American Pit Bull Terrier, American Staffordshire Terrier, Staffordshire Bull Terrier, or any dog displaying the majority of physical traits of these breeds.

Any Rottweiler or any dog displaying the majority of physical traits of this breed.

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 Authority.

**The before mentioned breeds will not be allowed on or near SKHA controlled property under any circumstances.**

If the Housing Authority receives a verified report that a tenant or leasee 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 immediately issue a 30-day eviction notice to the tenant or leasee.

4. No Tenant/Lessee will be allowed to own, possess, keep, exercise control over, maintain, harbor livestock, exotic animals, reptiles, Piranha, Arachnids or Rodents.

The Authority may assess points as follows (program applicable)

Animals control violations (first violation)	5 points
Each subsequent violation	10 points

## **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.
6. "COMPANION OR COMFORT ANIMAL" A companion animal and/or comfort animal is a service animal.

### **Service Animal**

Other species of animals, whether wild or domestic, trained or untrained, are not service animals. The work or tasks performed by a service animal must be directly related to the handler's disability. 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.**

### **Companion and/or Comfort Animal(s)**

If there is substantiation of the disability and the need for the reasonable accommodation that is represented to be the presence of that animal in order for the person with the disability to enjoy equal opportunity, the companion/comfort animal is considered a service animal.

The Housing Authority cannot deny the right of a tenant whose visitor(s) may have disabilities from bringing his/her service animal when visiting the tenant on-site.

1. Must provide Verification for Waiver of the SKHA PET POLICY form.

### **Vicious Animal**

1. Whenever 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 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.
2. The period of clinical observation shall be for a period no less than 10 days.
3. 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 fees. The animal involved in the bite incident cannot return to property under the control of the Authority.

If a Tenant living in a multiple family unit violates the Authority's Pet Policy, a letter will be sent to the tenant informing them the animal(s) need to **be removed immediately and permanently**. If the animal(s) are reported again by the Animal Control Officer, Authority personnel or a verified written report by a neighbor, then a thirty-day notice of termination may be issued.

If a report is received from the Animal Control Officer, 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 section on "Vicious Animal" will be followed.

## **Disturbing the Peace Prohibited**

No Tenant/Lessee shall be allowed to own, keep, harbor or maintain any animal(s), male/female, 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.

## **Impoundment**

If an animal is not claimed within 72 hours after the animal is impounded, and transported to the veterinarian clinic then the animal will be euthanized. If owner is known, the owner shall be responsible to pay for all fees, testing, observing, keeping, 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.

When an animal is impounded by the Authority, the following will apply before the animal is released to the owner:

1. The owner must provide proof the animal has current rabies vaccination.
2. If the owner cannot provide proof of the animal's vaccination the animal will be transported to a veterinary clinic by the Authority. The animal will receive a rabies vaccination. The owner will be responsible to pay the veterinary clinic for their animal receiving the rabies vaccination. If the owner does not pay for the vaccination the Authority will pay the bill and back charge the amount to the owner.

## **Leash Requirement**

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

Approved by the Salish & Kootenai Housing  
Authority Board of Commissioners on 10-28-10

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