
YAKAMA NATION HOUSING AUTHORITY

PET POLICY AND ASSISTANCE ANIMALS POLICY

Yakama Nation Housing Authority

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YAKAMA NATION HOUSING AUTHORITY PET POLICY & ASSISTANCE ANIMALS POLICY

Chapter 1 PURPOSE AND SCOPE

100.1 Purpose. This Pet Policy and Assistance Animals Policy (this “Policy”) has been adopted by the Yakama Nation Housing Authority (“YNHA”) Board of Commissioners (the “Board”) to set forth the terms and conditions for keeping pets in those YNHA rental housing projects where pets are permitted, and to provide for the reasonable accommodation of applicants and residents of YNHA Housing who have a disability-related need for an assistance animal. It is also a purpose of this Policy to ensure that all residents who are permitted to have pets or assistance animals maintain their premises and associated facilities in a decent, safe, and sanitary manner and refrain from disturbing their neighbors.

100.2 Scope. The scope of this Policy is as follows:

100.2.1 This Policy applies to all residents of the YNHA Low-Income Rental Program, the Low-Income Elderly Rental Program (except for Foster Retirement Center), and the Tax Credit Rental Program, who wish to keep Pets in their units. Pets are not allowed at the Foster Retirement Center or at Pahto Village.

100.2.2 As concerns Assistance Animals, this Policy applies to any resident of any YNHA rental program (including Foster Retirement Center and Pahto Village).

100.2.3 This Policy does not specifically apply to homebuyers in the YNHA Mutual Help Homeowner Program or the Lease-to-Purchase Program; however, homebuyers who keep pets are still expected to comply with their agreements to properly maintain the unit and not create a nuisance.

100.3. Yakama Tribal Laws. Chapter 9, “Dog Control,” of the Revised Law and Order Code of the Yakama Nation (“RYC”) applies to all areas within the jurisdiction of the Yakama Nation with a priority given to YNHA parks. All residents of YNHA managed properties, whether tenants or homebuyers, must comply with RYC Chapter 9 and other applicable laws.

Chapter 2 AUTHORITY, ADMINISTRATION & APPLICABLE LAWS

- 200.1 Authority.** The Board has authority to adopt this Policy under Resolution T-94-77 (June 21, 1977), as amended, and is responsible to ensure that any policies to be adopted are appropriate for YNHA. This Policy and any amendments to this Policy shall be effective only upon adoption by Resolution of the Board.
- 200.2 Delegation of Authority.** The Board of Commissioners of the YNHA delegates to the Executive Director of the YNHA the responsibility for the administration and monitoring of this Policy. The Executive Director may delegate responsibilities to a YNHA staff member who is qualified to perform the duties, provided any delegation of such authority shall be in writing.
- 200.3 Implementation.** The Executive Director shall ensure that any operational procedures are prepared and implemented in accordance with this Policy. The execution of such responsibility shall be at all times in the best interest of the YNHA and in conformance with all YNHA policies and procedures and applicable laws. Personnel using this Policy are responsible for being familiar with its content and administering provisions uniformly.
- 200.4 Applicable Laws.** This Policy shall comply with all applicable laws and regulations including the Revised Law and Order Code of the Yakama Nation (“RYC”), in particular Chapter 9, “Dog Control,” the Native American Housing Assistance and Self-Determination Act of 1996 (P.L. 104-330), as amended (“NAHASDA”), Section 504 of the Rehabilitation Act of 1973 (P. L. 93-112), as amended (“Section 504”), and federal regulations promulgated by the U.S. Department of Housing and Urban Development (“HUD”) under both NAHASDA and Section 504. The YNHA Executive Director shall be responsible for periodically reviewing this policy and recommending amendments to comply with any applicable laws or regulations or for other purposes.
- 200.5 Sovereign Immunity.** YNHA hereby expressly affirms its sovereign immunity to suit in any jurisdiction or tribunal and does not waive, alter, or otherwise diminish that sovereign immunity by adoption of this Policy or any other standard, document, or law referenced herein. To the extent any provision of this Policy or other referenced standard, document, or law is inconsistent with the sovereign immunity of the YNHA or the Yakama Nation, such provision or other standard, document, or law expressly is not adopted by this policy and is declared void, unenforceable, and severable from the remainder of this policy. The sovereign immunity of YNHA extends to the members of the Board of Commissioners of YNHA and any employee or agent of YNHA acting in the course of his or her employment.

200.6 Inconsistent Prior Policies. This Policy supersedes all prior policies and communications on each covered subject. This Policy is a tool to assist YNHA personnel, and it does not create a contract or promise specific treatment in specific situations. The Board of Commissioners of YNHA (the “Board”) reserves the right to change, cancel or interpret any YNHA policies at its sole discretion and without prior notice.

200.7 Other YNHA Policies. Other YNHA policies may apply, including but not limited to: YNHA Eligibility, Admissions and Rental Policy, the YNHA Grievance Policy and Procedures, and the YNHA Assistance Animal Policy.

Chapter 3 DEFINITIONS

300.1 Pet means a domestic or tamed companion animal kept for a person's company or protection, and not for any commercial purpose. Under this Policy, Pets are limited to dogs, cats, birds and fish only. No breeding or keeping of animals for commercial purposes is allowed.

300.2 Assistance Animal means an animal that works, provides assistance, or performs tasks for the benefit of a person with a disability, or provides emotional support that alleviates one or more identified symptoms or effects of a person's disability. Assistance Animals are sometimes referred to as “service animals,” “support animals,” “therapy animals,” or “companion animals.” An Assistance Animal is not a Pet. The YNHA Assistance Animals Policy applies to Assistance Animals.

300.3 Applicant means an applicant for YNHA residential housing.

300.4 Resident means a person who occupies a rental unit operated and managed by YNHA under a Rental Agreement.

300.5 Owner means a person who owns or is keeping a Pet or an Assistance Animal in YNHA Housing.

300.6 Rental Agreement means the Agreement with YNHA under which the Resident occupies a residence, including, without limitation, a Rental Agreement, Lease Agreement, or Sublease.

300.7 Disability means a physical or mental impairment that substantially limits one or more major life activities, having a record of such an impairment, or being regarded as having such an impairment. Section 504 applies to YNHA as the recipient of financial assistance

from HUD, and protects individuals with Disabilities who are otherwise qualified to participate in programs and services from being excluded because of their Disabilities.

300.8 Reasonable accommodation means a change, adaptation or modification to a policy, program, or service which will allow an otherwise qualified person with a Disability to participate fully in a program or take advantage of a service. It does not include a modification that would pose a direct threat to the health or safety of others, or a modification that would fundamentally alter the nature of the service or program being provided.

300.9 At-Large means is off our outside of the premises of its owner, not restrained by a rope, leash, chain or other similar means, or not under the immediate control, restraint, or command of its owner or keeper.

300.10 Dangerous Dog means a dog that presents a threat to other residents, visitors, passers-by or children who may wander into the area, being of a fierce, dangerous or vicious nature; or a dog that presents a health hazard due to mange or other health concerns; or a dog that damages or presents a threat to the property of others, including livestock.

300.11 Nuisance Dog means a dog that is a public nuisance under RYC Chapter 9, “Dog Control,” and includes a dog that becomes a nuisance to others when allowed to roam as At-Large, including a female dog in heat; and a dog that disturbs any person by frequent or prolonged noises.

300.12 Tribal Dog License means a license issued by the Yakama Nation pursuant to RYC Chapter 9, “Dog Control.” This Tribal law pertains to all areas within the jurisdiction of the Yakama Nation, and, as implemented by the Yakama Nation, requires dog owners to obtain a Tribal Dog License, subject to payment of a license fee and a certificate of vaccination for rabies, which license is good for one (1) year.

Chapter 4 PETS

400.1 Locations. Pets are allowed to Residents of rental units operated and managed by YNHA under the Low-Income Housing Program and Tax Credit Rental Housing Program. Pets are also allowed under the Elderly Low-Income Housing Program, except that Pets are not allowed to Residents at the Foster Retirement Center. Pets are not allowed at the Pahto Village Apartments.

400.2 Species of Animals. The animals allowed to be kept as Pets under this Policy are cats,

dogs (most breeds), caged birds, and fish. All other animals are prohibited, including, without limitation, other mammals, rodents (such as rabbits, gerbils, hamsters, rats and mice), reptiles (such as lizards and snakes), amphibians (such as frogs and toads), insects, and spiders. The types of Assistance Animals that may be approved as a Reasonable Accommodation, depends on an individualized assessment and a fact-specific analysis.

400.3 Dog Breeds. For insurance and liability purposes, the following breeds of dogs are not allowed as Pets in YNHA Housing: Pit Bull, Rottweiler, Husky, German Shepherd, Alaskan Malamute, Doberman Pinscher, Chow Chow, Great Dane, St. Bernard, Akita, Mastiff breeds, American Bulldogs, Cane Corso, Bull Terrier, and any cross breeds or close breed relations to those breeds of dogs. The dog breeds of Assistance Animals that may be approved as a Reasonable Accommodation, depends on an individualized assessment and a fact-specific analysis.

400.4 Number of Pets. The following limits apply to Pets: (1) Cats and dogs—no more than two (2) in combination (e.g., up to two cats, or two dogs, or one dog and one cat); (2) Birds—up to two (2) total; (3) Fish—no limit, except that the size of the tank is limited to 40 gallons alone or in combination (e.g., two (2) tanks of up to 20 gallons each). There shall be no animal “pet rescues” in YNHA Housing. The number of Assistance Animals that will be approved as a Reasonable Accommodation depends on an individualized assessment and a fact-specific analysis.

400.5 Pet Agreement. As a condition of keeping an animal in YNHA rental housing, a Resident must enter a written, signed Pet or Assistance Animal Agreement with YNHA that shall become a part of the Resident’s Rental Agreement with YNHA. Residents shall also complete and submit an Annual Pet Registration Form. Noncompliance with a signed Pet or Assistance Animal Agreement may constitute breach of the Rental Agreement and will be addressed under the terms of the Rental Agreement.

400.6 Pet deposit fee. Resident shall pay YNHA a non-refundable Pet Fee of \$100.00 per Pet (\$50.00 per pet for Elder Resident households), or if the Pets are fish, \$50.00 per tank. In addition, Resident is responsible for any Pet-related damages to YNHA property. The labor and material costs of repairs will be charged to the Resident’s account.

Chapter 5 ASSISTANCE ANIMALS

- 500.1 Introduction.** A Resident or Applicant with a Disability may request to keep an Assistance Animal in YNHA Housing. All such requests will be submitted to YNHA in writing and will be evaluated as provided in Chapter 6 of this Policy.
- 500.2 Locations.** A person with a Disability who resides in any YNHA Housing may submit a request to keep an Assistance Animal in his or her unit.
- 500.3 Assistance Animal Agreement.** Each Resident with an Assistance Animal will enter into a written, signed Assistance Animal Agreement with YNHA that shall become a rider to the Resident's Rental Agreement with YNHA. Noncompliance with a signed Assistance Animal Agreement will also violate the Rental Agreement.
- 500.4 No Deposit.** YNHA will not require a Resident to pay a deposit for an Assistance Animal. YNHA may require the Resident to cover the costs of repairs for damage that an Assistance Animal causes to the dwelling unit or common areas, reasonable wear and tear excepted.

Chapter 6 REASONABLE ACCOMMODATION

- 600.1 Requests for an Assistance Animal.** If a Resident or Applicant with a Disability asks to keep an Assistance Animal in a YNHA unit, YNHA will treat the request as a request for a Reasonable Accommodation, and will ask that the request be submitted in writing. YNHA will review all written requests and consider whether the requester (or a household member) has a Disability, and whether the person's need for an Assistance Animal is directly related to the Disability.
- 600.2 Disability-related Inquiries.** If the Disability and the need for the Assistance Animal are readily apparent or already known to YNHA (e.g., when a blind person requests to have a guide dog), then YNHA will not request additional documentation. If either the Disability or the Disability-related need is not known or apparent to YNHA, then YNHA may require that the person submit additional documentation. Such documentation shall come from a physician, psychiatrist, other health professional, or social worker.
- 600.3 Reasonable Accommodation.** Whether to approve a request for an Assistance Animal, or a request for a modification of a rule to accommodate an Assistance Animal, requires an individualized assessment and a fact-specific analysis. In most cases, this is an interactive process that may require one or more meetings with the requester. If the requester is determined to have a Disability and a Disability-related need for an

Assistance Animal, YNHA will approve the request, unless it would impose an undue financial or administrative burden or fundamentally alter the nature of YNHA's programs or services (see paragraph 600.4). If requested and appropriate, YNHA also will specify certain other rule modifications in the Assistance Animal Agreement, such as allowing the Assistance Animal in areas where animals in general are not allowed.

600.4 Denial of an Accommodation. The accommodation that is requested is not always a Reasonable Accommodation.

- (a) A requested accommodation may be denied if it would impose an undue financial and administrative burden or would fundamentally alter the nature of YNHA's services.
- (b) The request may also be denied if:
 - (i) The specific Assistance Animal in question poses a direct threat to the health or safety of YNHA or others that cannot be reduced or eliminated by another Reasonable Accommodation, or
 - (ii) The specific Assistance Animal in question would cause substantial physical damage to the property YNHA or others that cannot be reduced or eliminated by another Reasonable Accommodation.
 - (iii) A determination that an Assistance Animal poses a direct threat of harm to others or would cause substantial physical damage to the property of others must be based on an individualized assessment that relies on objective evidence about the specific animal's actual conduct—not on mere speculation or fear about the types of harm or damage an animal may cause and not on evidence about harm or damage that other animals have caused.
- (c) If YNHA denies a requested accommodation, YNHA will work with the requester to identify an alternative that can be approved as a Reasonable Accommodation.

600.5 Disability Coordinator. A person with a Disability who has a question or concern related to a request for an Assistance Animal is encouraged to contact the YNHA Section 504 Coordinator at the Housing Office. The YNHA Deputy Director serves as the Section 504 Coordinator for YNHA.

Chapter 7 RULES

700.1 Rules for Keeping a Pet or Assistance Animal. The following rules apply both to keeping a Pet and to keeping an Assistance Animal; except that if a rule or policy has the effect of limiting a person with Disabilities from participating in or benefiting from a YNHA program or service, YNHA will consider a modification as a Reasonable Accommodation. In general, Residents will abide by the following rules:

1. The Owner is responsible for the actions of the Pet or Assistance Animal at all times. YNHA does not assume responsibility for any Pet or Assistance Animal.
2. All dogs shall be vaccinated against the disease of rabies, in accordance with applicable law.
3. All dogs and cats must be spayed or neutered, certification must be provided. No Animal breeding is allowed.
4. Dogs and cats must be housebroken. Birds must be caged at all times and the cage must be kept clean. Fish tanks must be maintained.
5. Pets and Assistance Animals must be fed and watered outside the dwelling unit. Feeding area must be kept clean, to avoid attracting rodents or insects.
6. No dog or cat shall be allowed to urinate or defecate anywhere on YNHA's property except outside in the Resident's own yard or as provided in paragraph 7 below. If this does occur, then the Pet waste must be immediately picked up and the area cleaned. There must be no Pet waste in dwelling units, walkways, parking lots, offices, community centers, parks, or playgrounds. The fine for animal waste on YNHA property is the greater of a \$20.00 cleaning fee per occurrence or the actual cost for repair of any damage caused. Repeated violations will be cause for termination of the Rental Agreement.
7. Commercial-type litter boxes with "kitty litter" type mix may be kept for and used by cats inside a dwelling unit, provided the litter box is regularly cleaned. Cat waste must be removed from litter boxes, placed in plastic bags, tied and disposed of in the trash or dumpster. Residents shall take adequate precautions to eliminate any Pet odors within their unit and maintain their unit in a sanitary condition at all times.
8. No dog or cat may be left unattended for longer than 24 hours. A Resident who is absent for a longer period must have a designated secondary caretaker to care for the Pet or Assistance Animal, or YNHA may deliver the Pet or Assistance Animal

to the appropriate authorities.

9. Pets may be kept inside the dwelling unit, provided Pets do not cause damage. When allowed outside a dwelling unit, Pets will be kept on a leash and under supervision. Pets are not allowed in YNHA offices, lobby areas, community centers, playgrounds, basketball courts, or in other dwelling units.
10. Assistance Animals may be kept inside the dwelling unit, provided Assistance Animals do not cause damage. When allowed outside a dwelling unit, Assistance Animals will be kept on a leash and under supervision. Except when needed for a person with disabilities to participate in or benefit from a YNHA program or service, Assistance Animals will not be allowed in YNHA offices, lobby areas, community centers, playgrounds, basketball courts, or in other dwelling units.
11. Residents of rental units located in one of the YNHA housing parks will not tie their Pets or Assistance Animals to any fixed object outside a dwelling unit, if it could block access to the front door of the unit. This includes patio areas, walkways, stairs, stairwells, or any other part of the property. This prohibition does not apply to Residents living on a scattered site away from populated areas; however, all Pets must be treated humanely.
12. Pets or Assistance Animals will not be permitted to disturb the right to peaceful enjoyment of Residents of other YNHA units or other neighbors. This applies whether the Pet or Assistance Animal is inside or outside of Resident's dwelling. Pets or Assistance Animals that bark incessantly, howl, screech, bite, scratch, or are otherwise a nuisance will not be allowed.
13. Pets and Assistance Animals (if applicable) will be properly licensed. Subject to implementation by the Yakama Nation, this includes a Tribal Dog License and tag under RYC Section 10.01.139, "Registration of Dogs." The registration tag assists in locating the owner. (This applies only if and when the Yakama Nation has implemented a dog registration program.)
14. Pets and Assistance Animals will not be allowed to run freely or to roam through populated areas. Under RYC Section 10.01.113, "Neglecting Dogs," "Any person who shall allow a dog owned by such person, or in their lawful custody, to roam at large or wander through populated areas shall be guilty of an offense." RYC Section 9.05.1 states, "Any dog found to be at large **shall be seized and destroyed** by any person authorized to do so under the terms of this ordinance."
15. Dangerous Dogs and other dangerous animals are not allowed in or near housing

managed by YNHA. Under RYC Chapter 9, a dog determined to be a Dangerous Dog or Nuisance Dog **may be picked up (even if on a leash), impounded, and destroyed.** A dog owner whose dog has been impounded has the right under RYC Chapter 9 to seek relief in the Yakama Tribal Court within five (5) days of the impoundment.

16. Any attack by a Pet or Assistance Animal on any person will be grounds for permanent removal of the Pet or Assistance Animal and/or for eviction of the Resident. The Resident also will be responsible for any damages, including, without limitation, the cost of medical care of any injured person. YNHA may report animals that are vicious, display symptoms of severe illness or of abuse, or demonstrate behavior that constitutes an immediate threat to the health or safety of others, to the appropriate authorities. Any cost to remove the animal will be a charge to the Resident.
17. Residents with Pets or Assistance Animals must be present on the day of inspection or maintenance repairs, or must remove their Pets or Assistance Animals from the unit while YNHA staff or contractors are present. If YNHA gives advance notice of the inspection or maintenance appointment, and YNHA does not complete the work because the Pet or Assistance Animal is not removed, then a service charge of \$50.00 may be charged to the tenant.
18. Residents are responsible for removing a deceased Pet or Assistance Animal within 12 hours of the animal's death. Deceased dogs and cats may not be disposed of in the garbage dumpsters or anywhere on YNHA property.

Chapter 8 GRIEVANCES

800.1 Filing a Grievance. All tenants have access to the YNHA Grievance Policy and Procedures, which applies to any dispute brought by a person who applies for or participates in a YNHA program or service, with respect to an alleged violation by YNHA of a policy, contract, regulation, or law which has resulted in loss or harm to the person with the dispute. A copy of the YNHA Grievance Policy and Procedures may be obtained from the YNHA receptionist.