

PET RESTRICTIONS AND POLICIES

The Washoe Housing Authority has reviewed and adopted the following Pet Condition Policy by Resolution No 12-WHA-17 on September 13, 2012, Revised by Resolution No 13-WHA-10 on October 10, 2013.

Program participants in our Rental Program and Mutual Help Program shall adhere to the following pet conditions and restrictions. However, “service dogs” are exempt from this policy.

The term “pet” shall refer to cats, dogs, hamsters, birds, fish, or reptiles (excluding snakes). Any other classification of “pet” must receive approval by the Washoe Housing Authority Board of Commissioners to be contained or kept in or around any Housing Authority unit. Livestock are not allowed on any Housing Authority property without consent of the Board of Commissioners. The term “livestock” refers to pigs, cows, horses, goats, sheep, lamas, mules, donkeys, ducks, roosters, geese, and alpacas. Any other animal not referred to above will require approval by the Board of Commissioners. The following restrictions apply to all Low Rent units and Mutual Help units in sub-divisions under the jurisdiction of the Washoe Housing Authority.

1. A unit is restricted to a maximum of two (2) dogs. All large dogs must be kept outside of the unit. Only toy or small breed dogs shall be permitted to remain in the unit. All dogs must be chained, leashed, or kept in a fenced area at all times. At no time should any dog be at large or unrestricted on any grounds located in sub-division and under the jurisdiction of the Washoe Housing Authority.

2. A unit is restricted to a maximum number of two (2) cats.

3. No program participant shall exceed a maximum number of four (4) pets being kept in or on the grounds of a unit.

4. All animals being kept in a unit or on Housing Authority property are to be listed on a Participant Pet Ownership form. The Participant Pet Ownership form is to provide the number and types of pets at or on the grounds of the unit. This form is to be kept in the participant’s file and updated annually.

5. All outdoor pets are required to wear identification providing the name and address of the pet owner.

6. All dog and cat owners are required to obtain the necessary annual pet vaccinations and to provide the Housing Authority with record of the vaccinations.

7. Unit participants are responsible for spaying and neutering all dogs and cats over the age of six (6) months, unless the animal is to be used for breeding purposes. If the animal is to be used for breeding purpose, a participant can request written approval of the

Housing Authority to delay the spaying or neutering of the animal and approval of the Board of Commissioners to operate a breeding business from a Housing Authority unit. All dog and cat owners are required to provide verification that their animals have been spayed or neutered. This documentation is to be kept with the pet's verification of vaccinations and is to be placed in the participant's file.

8. No participant may have or keep a potentially dangerous dog or a vicious dog or any pet that is considered by the Housing Authority to be a nuisance or a danger to any Housing employee, any participant, any participant's guest, any child, or any other pet. In addition, no participant may harbor, keep, care for, maintain, lodge or feed on Housing Authority property, a bat, skunk, raccoon, fox, coyote, wolf, or any high-risk transmitters of rabies.

(a) Potentially dangerous dog means any of the following: (a) Any dog which, when unprovoked, on two separate occasions within the 36-month period, engages in any behavior that requires a defensive action by any person to prevent bodily injury when the person and the dog are off the property of the owner or keeper of the dog. (b) Any dog which, when unprovoked, bites a person causing a less severe injury. (c) Any dog which, when unprovoked, on two separate occasions within the prior 36-month period, has killed, seriously bitten, inflicted injury, or otherwise caused injury attacking a domestic animal off the property of the owner or keeper of the dog.

(b) Vicious dog means any of the following: (1) Any dog which, when unprovoked, in an aggressive manner, inflicts severe injury on or kills a human being. (2) Any dog belonging in any part to the breed of Presa Canario, Rottweiler, or Pit Bull.

(c) Severe injury means any physical injury to a human being that results in muscle tears or disfiguring lacerations or requires multiple sutures or corrective or cosmetic surgery.

(d) An animal becomes a nuisance when kept in unsanitary conditions and/or when the animal emits offensive odors from excess animal waste. An animal also becomes a nuisance when that animal makes loud and frequent noises which cause annoyance to the neighborhood or to any persons in the vicinity.

9. All pets are to be provided proper care, food and shelter. Animal neglect is detrimental to a neighborhood and is a violation of this policy and may subject the participant to eviction proceedings.

Any participant found to be in violation of any of the above listed conditions and/or restrictions shall be determined to be in violation of their contract agreement with the Housing Authority and shall be notified by hand delivery or certified mail of the violation and provided with a copy of this policy. The participant shall be provided five (5) days to comply and provide documentation of compliance to the Housing Authority. If the participant refuses to comply or continues to have pet restriction and condition violations, the participant is to be notified of the Housing Authority's intent to initiate eviction proceedings. This notification shall request the participant to appear at the next

regularly scheduled Board of Commissioners meeting for a hearing, provided the next regularly scheduled meeting is to be conducted not less than ten (10) days from the date of the notification being sent. If the next regular scheduled meeting is to be held less than ten (10) days from the date of notification, the participant's hearing is to be scheduled for a hearing at the following regular scheduled meeting on the following month. This notification must outline to the participant the violation(s) and the date of the hearing, and provide a copy of the Housing Authority's eviction policies. This notification is to be sent to the participant by hand delivery or certified mail. If the participant refuses the hand delivery or refuses to sign for or pick up the certified notice, the Housing Authority shall conduct the hearing on the date scheduled, with or without the participant in attendance.

SANCTIONS

If the Board of Commissioners should determine at the hearing that the participant is in violation of this policy, the Board of Commissioners may impose any of the following sanctions:

1. Require that the participant correct the violation and provide the necessary documentation to the Housing Authority staff within a ten (10)-day period. If the participant should refuse or fail to comply within the ten (10)-day period, the participant will be subject to eviction proceedings in accordance with the Housing Authority's policies and procedures.
2. Require the participant to remove their pet from their unit and off any grounds under the jurisdiction of Washoe Housing Authority within forty-eight (48) hours and provide verification of compliance. If the participant should refuse or fail to comply within the forty-eight (48) hour period, the participant will be subject to eviction proceedings in accordance with the Housing Authority's policies and procedures.
3. Require compliance and verification compliance and place restrictive or probationary conditions on the participant regarding any additional or future pets the participant may have at the unit or on the surrounding grounds.

If the Board of Commissioners should determine at the hearing that the participant is in violation of this policy, but the participant demonstrates (a) that the ownership of the pet or pets causing the violation in the unit predates September 13, 2012, and (b) the pet or pets have not been a danger or a nuisance, the Board of Commissioners may "grandfather" the pet or pets and allow the participant to keep the pet or pets so long as the pet or pets do not become a danger or a nuisance. Should the pet or pets die or be removed from the unit or should the participant transfer to another Washoe Housing Authority unit, the grandfather exception expires and the participant cannot replace the pet or pets with another pet or pets that would create the same violation or take the previously grandfathered pet or pets to a new Washoe Housing Authority unit. In addition, the Board of Commissioners may place restrictive or probationary conditions on

the participant as it deems appropriate.

Tenant

Date

Witness:

Washoe Housing Authority

Date