

**NAVAJO TOWNSITE COMMUNITY DEVELOPMENT
CORPORATION
PET POLICY AND PROCEDURES**

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Approved by Resolution NTCDC 21-08

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A. PURPOSE

The purpose of this Pet Policy is to establish a policy and procedures for the ownership of pets in and on properties owned and operated by the Navajo Townsite Community Development Corporation (NTCDC). It also establishes reasonable rules that govern the keeping of common household pets and ensures that no applicant or tenant/homebuyer is discriminated against in the admission process or their continued occupancy because of pet ownership. Special rules within this policy govern the keeping of common household pets in housing occupied exclusively by the Elderly and Disabled.

This policy is reasonably related to the legitimate interest of NTCDC to provide a decent, safe, and sanitary living environment for existing and prospective tenants/homebuyers and in protecting and preserving the physical condition of the property and the financial interest of NTCDC. **Pet ownership is a privilege, not a right**, which can be revoked at any time by NTCDC. **Written approval by NTCDC is required before any animal or pet of any kind is permitted in and/or on NTCDC property.**

A tenant/homebuyer may own one or more household pets, subject to the restrictions designated in this policy, provided that the tenant/homebuyer maintains each pet responsibly, in accordance with applicable animal control and animal anti-cruelty law and regulations, and in accordance with these policies.

This pet policy is incorporated by reference into any dwelling Lease, Lease Agreement and Rental Agreement signed by the tenant/homebuyer. All tenant/homebuyer are required to comply with the terms of their dwelling lease.

Violation of this policy is considered a violation of the Lease agreement and may constitute grounds for pet removal and/or, depending on the severity of the infraction, termination of the dwelling Lease, Lease Agreement or Rental Agreement.

This policy is supplemental to applicable, pertinent laws and regulation found in the Navajo Tribal Law and Order Code.

B. DEFINITIONS

Common Household Pet: A domesticated animal, such as a small dog, small cat, small birds, hamster, gerbil, and fish that is traditionally kept in the home for pleasure rather than for commercial purposes.

Disabled Person: Any person who has a physical or mental impairment that substantially limits one or more major life activities, has a record of such, or is regarded as having such impairment.

Elderly Person. A person who is at least 65 years of age.

Elderly Housing: A dwelling or unit for the exclusive use of Elderly Persons or persons with disabilities who are not capable of living completely independently and who require a planned program of continual supportive services or supervision.

Exotic Animals: Including but not limited to monkeys, snakes (such as rattlesnakes, pythons, boa constrictors, etc.), lizards, sharks, macaws, cockatoos, and tarantulas.

Farm Animals/Livestock: Including but not limited to the following: horses including miniature horses, colts, ponies, sheep including lambs, rams, goats including pygmy goats, pigs including pot belly pigs, chickens, ducks, geese, donkeys, mules, and turkeys, cattle, dairy, buffalo, and llamas, alpacas.

Lease: The document that formalizes the relationship between the tenant/homebuyer and the NTCDC, including but not limited to any dwelling Lease, Lease Agreement or Rental Agreement.

Service Animals: include any animal individually trained to do work or perform tasks for the benefit of a person with a disability. Tasks typically performed by Service Animals including guiding people with impaired vision, alerting individuals with impaired hearing to the presence of intruders or sounds, providing minimal protection or rescue work, pulling a wheelchair, or retrieving dropped items. Service animals are not considered common household pets.

Tenant/homebuyer: As used in this policy and the Lease, the person(s) signing the Lease.

NTCDC: Navajo Townsite Community Development Corporation.

Vicious Animal: Any animal that has ever bitten or attacked a human being or domestic animal is considered vicious.

Vicious Dog Breed: Examples of vicious dog breeds that will not be allowed: Doberman Pinscher, Rottweiler, Bull Mastiff, Pit Bull, Wolf or any mix of these breeds.

Wildlife: This includes animals such as raccoons, skunks, large wildcats such as mountain lions, cougars, bobcats including cubs/kittens, eagles, hawks, coyotes, wolves including puppies/cubs, bears and bear cubs.

C. SERVICE ANIMALS

1. In order to qualify for the service animal exclusion, the tenant/homebuyer must provide written certification:
 - a. From a licensed medical physician that the tenant/homebuyer or member of his or her family is a person who would qualify for a service animal; and
 - b. If the need for a service animal is not readily apparent or not known to the provider, that the animal will perform a benefit or serve a need of the tenant/homebuyer or member of his or her family; and
 - c. The animal actually assists the tenant/homebuyer or member of his or her family.
2. Nothing contained in this subsection limits or impairs the right of persons with disabilities, authorizes NTCDC to limit or impair the rights of persons with disabilities, or affects any authority that NTCDC may have to regulate animals that assist persons with disabilities, under applicable Federal or Tribal Law.

D. APPROVAL OF PETS

1. Elderly and disabled tenants/homebuyers are permitted to own common household pets.
2. Pet ownership is restricted to those developments comprised exclusively of single-family units. Tenants/homebuyers of NTCDC single-family unit rentals and lease-to-own homeownership units may own a maximum of two common household pets subject to the following reasonable requirements:
 - a. Tenant/homebuyer must maintain each pet responsibly.
 - b. Tenant/homebuyer must comply with applicable Tribal and local public health, animal control and animal anti-cruelty laws and regulations.
 - c. Tenant/homebuyer must comply with the rules contained in this policy; and
 - d. Tenant/homebuyer must provide NTCDC with a refundable pet deposit that may be used to pay reasonable expenses directly attributable to the presence of the pet in the project.
3. Preferred/Permitted pets are domesticated dogs, cats, hamsters, gerbils, caged small birds, and fish; other animals such as farm animals/livestock, exotic animals, and wildlife are not permitted. Other animals not listed in these policies and procedures will be considered for approval upon written request by the

tenant/homebuyer prior to bringing the animal into/onto NTCDC properties.

- a. All tenant/homebuyers are allowed a maximum of two four-legged, warm blooded pets, such as two (2) small dogs or two (2) small cats or one (1) dog and one (1) cat.
- b. Dogs' and cats' weight must be less than 80 pounds (adult size) and fish aquariums must not exceed 50 gallons.

E. PET REGISTRATION

1. Cats and dogs must be registered with Navajo Tribal Law Enforcement per Title 13 Animal Control Ordinance (amended by CJY-64-18 August 6, 2018) §1702 Licensing.
 - a. **All dogs and cats must be licensed** in accordance with Title 13 Animal Control Ordinance where all cats and dogs older than 3 months of age are required to be licensed and **renewed annually**
 - b. A copy of the license of cats and/or dogs is required to be presented to NTCDC on an annual basis and must indicate the date of license, name and address of owner, description of the licensed animal, license number, year and location of issuing Navajo Nation Animal Control Office. This will be kept on file for compliance with the ordinance and NTCDC Pet Policy.
2. Additional information pertaining to pet registration with NTCDC must include:
 - a. A certificate signed by a licensed veterinarian or state, tribal, or local authority sanctioned with the power to inoculate/vaccinate animals stating that the pet has received all inoculations that would be required by state and local laws, and that the pet has no communicable disease(s) and is pest free.
 - b. Information sufficient to identify the pet and demonstrate that it is a common household pet such as a current and clear photograph; and
 - c. The name and contact information for one or more responsible party(s) who will care for the pet if the owner dies, is incapacitated, or is otherwise unable to care for the pet.
3. Registration must be renewed if pets change.
4. Failure to comply with the registration requirement is deemed a violation of this policy and the terms of the Lease.

F. STANDARD FOR PETS

1. Any pet that exhibits behavior that is vicious or intimidating, as determined by NTCDC personnel, shall not be kept on or in NTCDC

properties. No animal that exhibits vicious behavior is to be kept on or in NTCDC properties.

2. No pet may be kept in violation of Tribal humane or health laws, or local ordinances.

G. RESTRICTED AREAS FOR PETS

1. Tenant/homebuyer must recognize that other tenants/homebuyers may have chemical sensitivities or allergies related to pets or may be easily frightened or disoriented by animals. Tenant/homebuyer must agree to exercise courtesy with respect to other tenants/homebuyers with their pet ownership.
2. Pets are not permitted in common areas (street, sidewalks, parks, etc.) unless on a leash and controlled by the owner.

H. PET WASTE REMOVAL AND CHARGES FOR NON-COMPLIANCE

1. Tenant/homebuyer must provide litter boxes for cat waste which are to be kept in the unit. Tenant/homebuyer is not allowed to let waste accumulate. Tenant/homebuyers are responsible for properly disposing of cat waste in container provided by the tenant/homebuyer.
 - Cat waste shall be disposed of in a heavy, sealed plastic trash bags and placed in a trash container immediately.
 - Litter shall not be flushed through a toilet or buried in NTCDC front/backyards or other common areas.
 - Litter boxes must be stored inside the tenant/homebuyers dwelling unit.
2. Tenant/homebuyers are responsible for properly cleaning up pet droppings, if any, outside of the unit on NTCDC property, and properly disposing of said droppings in container provided by the tenant/homebuyer.
 - a. Tenant/homebuyer shall remove waste by placing it in a sealed plastic bag and disposing of it in appropriate trash bin.
 - b. Tenant/homebuyer shall take adequate precautions to eliminate any pet odors within or around the unit and maintain the unit in a sanitary condition at all times.
3. Tenant/homebuyer(s) who fail to remove pet waste will be charged for labor and that includes, but is not limited to, travel to and from the unit, clean-up and disposal of waste. Pet waste removal charges are due and payable within seven (7) days of billing.

I. FINANCIAL OBLIGATIONS OF TENANT/HOMEBUYERS

1. Tenant/homebuyers who own or keep pets in their units are required to pay a refundable pet deposit that will be used to pay expenses directly attributable to the presence of the pet(s) in the project, including but not limited to: (1) the cost of repairs and replacements to fumigation of the tenant/homebuyers dwelling unit; and/or (2)

the cost of an animal care facility for the protection of the pet. These fees are considered separate from any other required financial obligation of the tenant/homebuyer.

a. All NTCDC tenant/homebuyers, with the exception of Elderly and Disabled tenant/homebuyers, shall pay a \$200.00 per household pet deposit (including deposits for fish). An initial payment of \$100.00 shall be due and payable on or prior to the date the pet is properly registered and before the pet is brought into the unit. Thereafter, subsequent payment shall be \$25.00 per month until the maximum amount of \$200.00 has been paid in full.

The deposit is for the purpose of defraying reasonable costs directly attributable to the presence of pets.

b. Elderly tenant/homebuyers who reside in NTCDC shall pay a \$100.00 per Household pet deposit. An initial payment of \$50.00 shall be due and payable on or prior to the date the pet is properly registered and before the pet is brought into the unit. Thereafter, subsequent payments shall be \$25.00 per month until maximum amount of \$100.00 has been paid in full.

c. The pet deposit shall be refunded to the tenant/homebuyer 30 days after the tenant/homebuyer moves out, minus costs.

d. The tenant/homebuyer will be billed for any cost of repair or replacement to and fumigation of the tenant/homebuyer's dwelling unit if the damage exceeds the funds held in the pet deposit.

e. If the tenant/homebuyer is occupying the dwelling unit when the damages occur, the charges are due and payable within seven (7) days of written notification from NTCDC and these charges will not be deducted from the pet deposit.

2. Service animals are not household pets and, therefore, owners of these animals shall not be required to comply with the pet deposit fee.

J. RULES FOR PETS/TENANT/HOMEBUYERS

1. These rules establish standards of animal care and handling to protect the health, safety and welfare of tenant/homebuyers, NTCDC employees and the general public. Tenants/homebuyers are required to protect the condition of the tenant's/homebuyer's unit and NTCDC housing project premises.

2. Tenant/homebuyers must receive a written permit to keep any animal or have any animal on the premises. This privilege may be revoked at any time subject to the NTCDC procedure if the tenant/homebuyer is an irresponsible pet owner; if the animal

becomes destructive or vicious; a nuisance or safety hazard to other tenant/homebuyer; or, if the tenant/homebuyer fails to comply with any provisions of this policy, wherever set forth and including but not limited to the following:

- a. No pet that exhibits behavior that is vicious or intimidating, as determined by NTCDC personnel, is to be kept on or in NTCDC properties.
- b. All pets shall be inoculated/vaccinate and tenant/homebuyer must show proof of yearly distemper.
- c. Tenant/homebuyer shall be responsible for adequate care, nutrition, exercise and medical attention for his/her pet.
- d. All cats and dogs must be spayed/neutered before six (6) months of age. If such animals are not spayed/neutered and have offspring, tenant/homebuyer is in violation of this policy and the Lease. If an older animal is wanted for a pet, it must be spayed/neutered prior to animal being allowed at unit (tenant/homebuyer must show proof of spaying/neuter).
- e. No pet may be kept in violation of Tribal humane or health laws, or local ordinances (animal cruelty).
- f. Dogs and cats shall remain inside a tenant/homebuyer's yard unless they are on a leash.
- g. Dogs and cats must be in a kennel or on a securely attached leash and other pets must be properly caged when NTCDC personnel must enter unit.
- h. Tenant/homebuyer shall not permit any disturbance by their pet which would interfere with the peaceful enjoyment of other tenant/homebuyers; whether by loud barking, howling, whining, biting, scratching, chirping, or other such activities.
- i. If the pets are left unattended for twenty-four (24) hours or more, NTCDC may enter to remove the pet and transfer it to the proper authorities subject to the provisions of the local ordinances. The NTCDC accepts no responsibility for the pet under such circumstances.
- j. Tenant/homebuyer shall not alter their unit, or the area to create an enclosure for an animal. Installation of a pet door is prohibited.
- k. Tenant/homebuyers are responsible for all external damage that is caused by their pets including damage to the landscape and/or exterior of any housing unit.
- l. NTCDC Tenant/homebuyer shall not allow their pets to trespass upon common areas of NTCDC property.
- m. Tenant/homebuyers are prohibited from feeding stray animals. The feeding of stray animals shall constitute having a pet without permission of the NTCDC and is a violation of the lease agreement.

- n. Tenant/homebuyers who violate this policy are subject to: (1) a \$250.00 fine (2) revocation of their pet ownership privileges; and/or (3) termination of their Lease.
- o. NTCDC and/or appropriate community authority may remove any pet from the tenant/homebuyer unit or NTCDC housing site if the conduct or condition of the pet is determined to constitute a nuisance or a threat to the health or safety of other occupants of the project or persons in the community where the project is located. If it is necessary for NTCDC to place the pet in a shelter facility, the cost will be responsibility of the tenant/homebuyer.

K. NOTICE OF VIOLATION

- 1. Any two similar infractions with a six (6) month period concerning a particular pet, as documented by NTCDC, may be grounds for the removal of the pet from the premises and/or termination of the Lease agreement.
- 2. The authorization for a common household pet may be revoked, at any time, if the pet is vicious, intimidating, destructive, or a nuisance to others, or if the tenant/homebuyer fails to comply with this policy.
- 3. NTCDC tenant/homebuyers that do not comply with the terms of this policy will be assessed \$250.00 fines, if tenant/homebuyers fail to register pets and pet deposit are not made in the time allotted.

L. NOTICE FOR PET REMOVAL

- 1. If the tenant/homebuyer and NTCDC are unable to resolve the violation through the grievance process or the tenant/homebuyer fails to correct the violation in the time period allotted by NTCDC; NTCDC may serve notice to remove the pet and the tenant/homebuyer will be required to get rid of the pet within seven (7) business days of notice. Pets that are deemed vicious and dangerous must be removed from NTCDC property within (48) hours of notice.

The notice shall contain:

- a. A brief statement of the factual basis for NTCDC determination that the pet policy has been violated.
- b. Requirements that the tenant/homebuyer must remove the pet within three (3) business days; and
- c. A statement that failure to remove the pet may result in a termination of tenancy.

M. PET REMOVAL

- 1. The custodian identified by the tenant/homebuyer to assume responsibility of a pet if the tenant/homebuyer dies or is incapacitated is unwilling or unable to care for the pet, or if NTCDC after reasonable efforts, cannot contact the custodian, NTCDC may

contact the appropriate Tribal or local agency (Navajo Nation Animal Control) and request the removal of the pet.

2. If pets are left unattended for twenty-four (24) hours or more, NTCDC may enter to remove the pet and transfer it to the proper authorities subject to the provisions of the local ordinances. The NTCDC accepts no responsibility for the pet under such circumstances.
 - a. Tenant/homebuyer will be responsible for any costs associated with the removal or storage of a pet at a facility.
 - b. If a pet has been removed due to tenant/homebuyer neglect, the pet will not be allowed to return to the premises.

N. EMERGENCIES

1. NTCDC and/or an appropriate community authority may remove any pet from the tenant/homebuyer unit or NTCDC housing project premises if the conduct or condition of the pet is determined to constitute a nuisance or a threat to the health or safety of other occupants of the project or persons in the community where the project is located.
 - a. Pet(s) shall be immediately removed by the appropriate Tribal or local authorities if they become vicious, display symptoms of severe illness, or demonstrate behavior considered a threat to the health and safety of others.

O. REQUIREMENTS UPON ADOPTION OF PET POLICY

Upon adoption of this policy by the NTCDC Board of Directors, and not later than September 30, 2021 all tenant/homebuyers shall bring all animals maintained by the tenant/homebuyer into compliance with the provisions of this policy, including but not limited to payment of deposit, securing required vaccinations, etc., and shall remove from the premises any and all animals not in compliance with this policy, including any animals which exceed the allowed number of pets. Failure to comply by SEPTEMBER 30, 2021, shall be a violation of the Lease and grounds for termination of the Lease.