

**SILETZ TRIBAL HOUSING DEPARTMENT**  
**Chapter 25 – STHD Policy Manual**  
**PET CONTROL POLICY**

**25.01 Title**

This chapter shall be known as the Siletz Tribal Housing Department (“STHD”) Pet Control Policy.

**25.02 Application and Scope**

The provisions of this policy shall apply to all persons and households residing in units on Siletz Tribal lands that are owned or managed by STHD. This policy consists of necessary and reasonable regulations to regulate the keeping of animal companions for the benefit and well being of the residents in the Mutual Help and Elder Low-Income Rental housing programs.

This policy does not apply to service animals that are subject to a separate rule, this policy only applies to pets.

**25.03 Definitions**

Cat – Any animal of the feline family.

Dog – Any animal of the canine family.

Elder – Household member at least 55 years of age residing in a low income rental unit.

Homebuyer Household with executed Mutual Help Occupancy Agreement, Homeownership Opportunity Agreement, and other purchase contracts.

STHD Premises – Any dwelling unit that is located on Siletz Tribal lands that is owned or managed by the STHD, including but not limited to low-income rental, mutual help, and lease purchase, and shall include the dwelling unit as well as real property (including but limited to yards, driveways, houses, and common areas) upon which the dwelling unit is located, and any other real property owned or managed by STHD.

Owner – Any household keeping or harboring a pet for at least 10 consecutive days is the “owner” within the meaning of this policy

Pet – Any dog, cat, domestic or exotic animal, except service animals as define by 24 CFR 1000.

#### **25.04.1 Pets Generally Prohibited in Rental Units; Limited Exception for Elders**

Rental units located on Siletz Tribal lands may not keep any pet on the premises. The one exception is that elder households located in a STHD low income rental may keep one pet per household on the premises, subject to the requirements of this Policy. Any non-Elder rental household that maintains a pet on the premises in violation of this policy shall be deemed to be in violation of their low-income rental lease or lease purchase agreement, whichever is applicable.

#### **25.04.2 Homebuyer Limitation**

Homebuyers as defined in this policy may keep pets on the premises, subject to the requirements of this Policy. Homebuyers will be limited to a maximum of four pets per household, with the exception of newborns up to 6 months of age. Households in violation of this policy shall be deemed in violation of their MHOA, HOA agreement, or purchase contract.

#### **25.04.3 Homebuyer Limitation Grandfather Right**

Homebuyers as defined by this policy may keep their existing pets but may not bring in any new pets or replace pets until the household meets the new Homebuyer Limitations of (4) pets per home. Any violation of this will be dealt with by the STHD.

### **25.06 Rabies Vaccination**

Each person or household owning, having charge, care custody or control of a pet the age of six (6) months or older shall have such pet vaccinated with a rabies vaccine approved for use in the State of Oregon. Certificate of vaccination shall be provided to the STHD and maintained on file.

Pets under the age of six (6) months shall be strictly confined to the premises of, or kept under physical restraint by the owner, keeper, or harbinger.

Dogs must also be vaccinated before 8 weeks of age to prevent contracting and spreading Parvo.

### **25.07 Potentially dangerous and vicious pets**

Any pet that has been determined by STHD to be potentially dangerous or vicious shall not be kept on or in any STHD Premises. This shall include, but not be limited to potentially dangerous dogs, poisonous animals and wildlife.

## **25.08 Nuisance prohibited**

- a. No owner or keeper or person having custody or control of any pet shall allow or permit such pet to commit a nuisance. It is the duty of all persons having control of a pet to comply with the intent of this section.
- b. All pet owners and/or persons having custody of any animal must clean up all waste left by the animal in common areas or other public places immediately.
- c. Homebuyers must clear their yards of pet waste every two weeks or more often if climate circumstances make more frequent disposal necessary.

## **25.09 Keeping and care of pets**

- a. All pets must be leashed when in public areas.
- b. Pets shall be properly fed, watered, shelter and cleaned up after. Any health problem evident in the pet shall be treated promptly
- c. Agriculture animals are not considered pets and shall not be kept on STHD premises.
- d. Pets shall not bite nor menace any person. Pets shall be under control of owner at all times and not allowed to run free.
- e. Pets shall not chase, injure or kill domestic animals, nor damage or destroy any property belonging to another household.

## **25.10 Spay and neuter**

Any pet over six (6) months must be spayed or neutered and a copy of the certificate provided to the STHD. This provision may be waived for good cause.

## **25.11 Deposits and agreement**

Households must sign a "Pet Agreement." The form of agreement is set out as Addendum #1 to this policy, and is incorporated into and adopted as part of this policy. The household must pay a pet security deposit in the amount of \$100 when bringing the pet on Siletz Tribal land. The pet security deposit shall be used by STHD to clean up or repair any damage caused by the pet to the STHD Premises. Only that part of the pet security deposit that is remaining after it is used for such purposes will be refunded to the tenant upon vacating the STHD Premises.

## **25.14 Enforcement**

STHD will enforce this Pet Policy in accordance with Housing policies. Violations of the Pet Policy will be considered violations of MHOA, HOA, lease agreement and other purchase contracts. The STHD may adopt additional procedures for reporting and verifying complaints involving violations of this Policy.

#### **25.15 Appeals**

Appeals of any STHD decision under this Pet Policy may be made in accordance with the Housing Policy Appeals procedure.

**ADDENDA #1  
Siletz Tribal Housing Department  
Pet Policy  
Agreement**

Resident Name: \_\_\_\_\_  
Resident Address: \_\_\_\_\_

The STHD agrees to allow the following pet(s):\_\_\_\_\_ to be kept at the above-described household as long as the following conditions are met:

1. Compliance with all provisions of the STHD Pet Control Policy
2. The pet shall not be allowed to trespass
3. The pet shall not bite nor menace any person. The pet must be under control of owner at all times. The pet is not allowed to run free, and must be restrained in such a way as to prevent the pet from running away, trespassing, or harming any persons or property
4. The pet shall not chase, injure or kill domestic animals, nor damage or destroy any property belonging to another household
5. The pet shall not disturb anyone by frequent or long continued noise
6. Provide STHD with a photograph of pet, written verification of neuter or spay, parvo , and copy of vaccinations prior to pet entering Siletz Tribal land
7. Any health problem evident in the pet shall be treated promptly. The pet shall be properly fed, watered, sheltered, and cleaned up after.
8. I have paid to STHD a pet security deposit in the amount of \$100.00. I understand and acknowledge that the pet security deposit shall be used by STHD to clean up or repair any damage caused by the pet to the STHD Premises. Only that part of the pet security deposit that is remaining after it is used for such purposes will be refunded to me upon vacating the STHD Premises.
9. I agree that I will be responsible for all damage and harm caused by pet.

By signing this Agreement, I attest that I understand and agree to comply with this Agreement. Failure to comply shall cause the Siletz Tribal Housing Department to send written notice to terminate the rental, lease purchase, mutual help, or land lease agreement.

Resident: \_\_\_\_\_ Date: \_\_\_\_\_

STHD: \_\_\_\_\_ Date: \_\_\_\_\_

Title: \_\_\_\_\_

ATTACHMENT

DESCRIPTION OF PET: \_\_\_\_\_

PET NAME: \_\_\_\_\_ BREED: \_\_\_\_\_

COLOR: \_\_\_\_\_ OTHER: \_\_\_\_\_

CURRENT VACCINATIONS:    \_\_\_\_\_ YES    \_\_\_\_\_ NO

SPAYED OR NEUTERED:    \_\_\_\_\_ YES    \_\_\_\_\_ NO

DESCRIPTION OF PET: \_\_\_\_\_

PET NAME: \_\_\_\_\_ BREED: \_\_\_\_\_

COLOR: \_\_\_\_\_ OTHER: \_\_\_\_\_

CURRENT VACCINATIONS:    \_\_\_\_\_ YES    \_\_\_\_\_ NO

SPAYED OR NEUTERED:    \_\_\_\_\_ YES    \_\_\_\_\_ NO

DESCRIPTION OF PET: \_\_\_\_\_

PET NAME: \_\_\_\_\_ BREED: \_\_\_\_\_

COLOR: \_\_\_\_\_ OTHER: \_\_\_\_\_

CURRENT VACCINATIONS:    \_\_\_\_\_ YES    \_\_\_\_\_ NO

SPAYED OR NEUTERED:    \_\_\_\_\_ YES    \_\_\_\_\_ NO