

# PET POLICY



**Approved by the Delaware Tribal Council  
February 6, 2012**

# **Delaware Tribe Housing Program Pet Policy**

**It is not the intention of the Delaware Tribe Housing Program (hereinafter “DTHP”) to prohibit the ownership of domestic animals to any family who resides within any program managed by the DTHP, however, as some units are clustered in very close proximity to other neighbors, and it has become necessary, due to complaints to establish a policy governing pet ownership.**

## **I. Screening and Registration:**

### **A. PET PERMIT:**

Pet owners must complete a Pet Application Form, sign and date a copy of the current Pet Policy, and pay the required pet deposit in full. A current photograph of the animal shall be attached to the application. No pet shall be brought onto the premises until an application for a pet permit has been approved and the pet deposit has been paid in full. If it is found that a pet has been brought onto the premises without the submission of the application and a paid pet deposit, the privilege of having a pet may be immediately revoked for the occupant and may be considered just cause for termination of housing assistance.

### **B. PETS PERMITTED:**

Permitted pets are domesticated dogs and cats that do not exceed **twenty-five (25) pounds** in weight at maturity, birds, small caged animals ( i.e., guinea pigs, hamsters, gerbils) or fish aquariums (aquariums may house fish, turtles, rats, mice or tarantulas). There shall not be more than **two** animals per household with the exception of fish. (Please note that fish aquariums may hold more than two fish. Each aquarium of fish will count as one pet.) If the animal is not listed above it is not permitted under this policy. No farm animals will be allowed (i.e., pot bellied pigs, goats, chickens, rabbits, etc.). Note: the DTHP will use information provided by the Dog Breeder Info Center website for size and weight standards for dogs.

Pets shall not be kept, bred, or used for any commercial purpose. It is recommended that cats and dogs be spayed or neutered by one year of age unless the procedure is deemed medically unsafe by a veterinarian. A statement from a veterinarian must be submitted to the DTHP for the file.

## **II. Deposits:**

It is the policy of the DTHP to complete an inspection before move in and again at move out to determine if any damage has occurred to the rental unit that may be the responsibility of the resident. If damage has occurred to the rental unit due to the pet(s), the pet deposit will not be returned and the tenant will be charged for the cost of any resulting repairs plus man hour cost.

- A. **Low Rent Elderly:** The occupants of Low Rent Elderly units, which are the units at Delaware Acres and Lenape Acres, will be required to submit a pet deposit in the amount of \$75.00 for each dog and cat. A pet deposit in the amount of \$75.00 shall be required for small caged animals, such as birds, guinea pigs, hamsters or gerbils. No deposit shall be required for fish aquarium animals. **Limit two pets per household.** (Please note that fish aquariums may hold more than two fish. Each aquarium of fish will count as one pet.)
- B. **Low Rent Family:** The occupants of the Low Rent Family units shall be required to submit a pet deposit in the amount of \$100.00 for each dog and cat. A pet deposit in the amount of \$75.00 shall be required for small caged animals, such as birds, guinea pigs, hamsters or gerbils. No deposit shall be required for fish aquarium animals. (Please note that fish aquariums may hold more than two fish. Each aquarium of fish will count as one pet.) **Limit two pets per household.**
- C. **Trained Handicapped Animals:** The occupants of Low Rent Elderly or Low Rent Family who require an animal trained to assist the handicapped will not be required to submit a pet deposit. Please note: The service animal will count as one pet with a limit of two pets per household.
- D. **Homeownership Programs:** Participants in the homeownership programs shall not be required to submit a deposit.

***Deposits shall be paid in full before any pet will be permitted on DTHP rental property.***

1. Only **two** pets shall be permitted per household. Each aquarium with fish will count as one pet.
2. Dogs and cats must be licensed. Dogs cannot exceed **twenty-five (25) pounds** at maturity.
3. Vicious and/or intimidating dogs will not be allowed. If at anytime an animal appears to be vicious, threatening or aggressive toward any person, staff member, or other animal, that animal may be evicted from the premises.
4. It is recommended that all dogs or cats be spayed or neutered. If an animal has a litter of young, they must be removed from the premises by the time they are 8 weeks of age.
5. Cats shall be housed inside the resident's unit. Dogs may be housed outside but must be confined within a fenced area.
6. Residents shall not permit their pet to disturb, interfere, intimidate or diminish the peaceful enjoyment of other residents. If complaints about such activities of a pet arise, the DTHP shall issue two warnings and the third incident within any twelve-month period shall be considered just grounds for eviction of the pet and/or the pet owner.

7. Residents must provide litter boxes for cat waste, which is kept inside the unit. Residents shall not permit refuse from litter boxes to accumulate nor to become unsightly or unsanitary.
8. Residents are solely responsible for cleaning up pet droppings, if any, outside the unit and on facility grounds. Removable pet waste must be disposed of by being placed in a sack, sealed, and then placed in the resident's own garbage can outside their unit.
9. Residents shall take adequate precautions and measures necessary to eliminate pet odors within or around the rental unit and shall maintain the rental unit in a sanitary condition at all times. The DTHP may require more frequent housekeeping inspections for residents with pets than for resident without pets.
10. The DTHP may impose a pet waste removal fine of \$25.00 per occurrence for pet owners that fail to remove pet waste in accordance with the requirements of this policy.
11. If pets are left unattended for a period of twenty-four (24) hours or more, the DTHP may enter the dwelling unit, remove the pet and transfer it to the proper authorities, subject to the provisions of pertinent local ordinances. The DTHP accepts no responsibility for the animal(s) under such circumstances.
12. Residents shall not alter their rental unit, patio or rental unit area in order to create an enclosure for any pet.
13. Residents are responsible for all damages caused by their pets, including, but not limited to, the cost of cleaning carpets and/or fumigation of rental units. This includes any damage caused by cleaning chemicals or other such materials used in an attempt to remedy said damage by the resident.
14. Residents are prohibited from feeding or harboring stray animals. The feeding of stray animals shall constitute having a pet without written permission of the DTHP. Also, no guest or any other person shall bring a pet temporarily onto the premises, except animals in a DTHP approved visiting pet program sponsored by a humane society or other non-profit organization. Residents are not allowed to "babysit" animals for others unless the pet application has been submitted and the required pet deposit paid before bringing the animal to their home.
15. Residents must identify an alternate custodian for pets in the event of resident illness or other absence from the unit. This identification of an alternate custodian must be kept updated with current address and telephone number and current consent statement indicating the custodian's willingness to accept responsibility for the pet upon request by the DTHP or resident.
16. Residents are 100% responsible for the care and maintenance of their pet's health. If an animal appears to be neglected, abandoned, unclean or parasite infested, the DTHP shall

notify the local Animal Shelter and have the animal removed from the premises and the pet privilege for that family shall be revoked.

17. If a resident moves off the program or becomes eligible for the homeownership program the pet deposit shall be returned to said resident minus cleaning and/or damage costs. An estimated cost of cleaning and/or damages shall be submitted to the resident for review. The deposit amount, if any, after cleaning/damages cost are deducted, shall be returned to the resident within 30 days from the last date of occupancy. A forwarding address shall be required by the vacating resident.
18. If a resident program status changes (i.e., moves from homeownership to rental) this policy shall govern and the required pet deposits shall apply.

The privilege of maintaining a pet in a facility owned by the DTHP shall be subject to the rules set forth. This privilege may be revoked at any time if the animal should become destructive, create a nuisance, represent a threat to the safety and security of other residents or DTHP staff, or create a problem in the area of cleanliness and sanitation.

Should a breach of the rules set forth in this Pet Policy occur the DTHP shall have the full authority to exercise any remedy granted in removing the pet, and/or the pet owner, from the premises.

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Tenant Signature

\_\_\_\_\_  
Date

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Tenant Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
DTHP Representative Signature

\_\_\_\_\_  
Date