

APPROVED

MAY 22 2014

BY JPD

## PET POLICY – RiverCane Apartments

**DATE ADOPTED:** January 13, 2011

**DATE REVISED:** May 22, 2014

**PURPOSE:** The purpose of this policy is to establish procedures for RiverCane and its occupants regarding pets.

**PETS:**

RiverCane allows for pet ownership in its developments with the written pre-approval of the Senior Director. Residents are responsible for any damage caused by their pets, including the cost of fumigating or cleaning their units. Dog owners are subject to the Chitimacha Tribal Laws in regard to liability. All State and local laws shall be enforced regarding pets.

**APPROVAL:**

Occupants **must have prior written approval** of the Senior Director **before moving** a pet into their unit. Residents must request approval on the **Authorization for Pet Ownership Form** that must be fully completed before the Senior Director will approve the request. Residents must give the Senior Director a picture of the pet so it can be identified if it is running loose.

**PETS PERMITTED:**

Common household pets are acceptable as follows: The only pets allowed are a dog, cat, bird, hamster, guinea pig, gerbil and fish that are traditionally kept in the home for pleasure rather than commercial purposes. All other animals, insects, rabbit or reptiles including but not limited to a ferret, rat, mice, pot-bellied pig and a snake are not allowed.

**Occupants are not permitted to have more than two types of pets (unless the pet is fish). In the case of fish, an occupant can have two types of pets.**

Dog - maximum number: 1

Cat - maximum number: 1

Birds - maximum number: 2 (must be caged at all times)

Rodents (guinea pig, hamster or gerbil ONLY) - maximum number: 2 (Must be caged at all times)

Fish - maximum number is one 55-gallon fish tank

**SECURITY DEPOSIT:**

Should there be any damage to the licensed premises, or equipment therein, reasonable wear and tear, caused by the Pet owner's pet, occupant agrees to pay Tribe/Licenser, when billed, the full amount necessary to repair or replace the damaged premises or equipment. Deduction may be made from the security deposit received by the occupant to reimburse the Tribe/Licenser for the cost of repairing any damage to the premises or equipment, or the cost of replacing any of the articles or equipment that may be damaged beyond repair, lost or missing caused by the Pet owner's pet.

**RULES AND REGULATIONS:**

The Pet Policy and the right of ownership shall be subject to a pet review by the Senior Director upon every annual recertification. The occupant of the rental unit where the animal is fed and sheltered is defined as the owner, and shall be responsible for meeting the requirements of this Pet Policy. The occupant's responsible party shall be responsible to care for the pet should its owner die or become unable to provide care.

The pet owner shall be solely responsible for damage, destruction or injury caused by the pet. Also, any pet-related insect infestation in the pet owner's unit will be the financial

responsibility of the pet owner. RiverCane reserves the right to exterminate and charge the occupant.

When an animal is taken outside of the owner's rental unit, the animal must be on a leash or caged. At no time shall the animal be left unaccompanied in the yard of the rental unit.

The Pet owner must show proof annually of license, distemper and rabies boosters for dogs and cats. A pet owner shall physically control or confine his/her pet during the times when RiverCane employees, agents or others must enter the pet owner's unit to conduct business, provide services, enforce lease terms, etc.

The pet and its living quarters must be maintained in a manner to prevent odors and any other unsanitary conditions in the owner's unit and surrounding areas. Repeated substantiated complaints by neighbors or the RiverCane personnel regarding pets disturbing the peace of neighbors through noise, odor, animal waste, or other nuisance may result in the owners having to remove the pet or move him/herself. Pets that make noise continuously and/or incessantly for a period of 10 minutes or intermittently for one-half hour or more to the disturbance of any person at any time of night or day shall be considered a nuisance.

**REQUIREMENTS FOR APPROVAL OF OWNERSHIP OF DOGS AND CATS:**

A dog or cat over five months of age shall be licensed in accordance with the applicable Tribal Laws/Codes. Dogs and cats must wear a tag at all times. All dogs must be spayed/neutered, except when a written opinion by a veterinarian confirms that such action would be detrimental to the animal's health and well-being. All cats shall be declawed (front claws only) and sterilized.

**All pet owners will be subject to a screening process by RiverCane personnel, which will include, but not be limited to, the suitability of the pet for the rental unit. No vicious or intimidating dogs are allowed. The following is a list of some of the dogs that are not allowed: Doberman, Rottweiler, Pit Bull, German Shepherd, etc.**

The maximum size of a dog is twenty inches from the top of the shoulders to the floor when the dog is standing.

**Occupants that fail to follow the screening process of a pet are subject to eviction.**

All pet owners shall have a sponsor to be responsible for the pet in the event disability or absence of the owner occurs. Sponsors shall remove the pet from the rental unit within 24 hours of notification by the RiverCane Director.

Residents owning cats shall maintain waterproof litter boxes for cat waste. Refuse from litter boxes shall not accumulate or become unsightly or unsanitary. Litter must be disposed of by placing it the pet waste container outside. The litter box must be changed and litter disposed of at least once a week. RiverCane will impose a separate waste removal penalty of \$5 per occurrence for failure to comply with pet rule on waste removal.

**REQUIREMENTS OF OWNERSHIP OF CAGED PETS:**

All guinea pigs, gerbils, hamsters or birds must be caged at all times.

**UNAUTHORIZED PET AREAS AND ANIMAL CONTROL:**

Dogs and cats shall remain inside the occupant's licensed unit unless they are on a leash and directly controlled. Pet owners must clean up after their pet and dispose of pet waste in a designated receptacle. Pets shall be prohibited from the common areas such as the parlor, rest rooms, kitchen, laundry room, dining room, nurse's station, and hallways.

Should a pet in a rental unit create a sanitation problem, RiverCane will reserve the right to contact Animal Control they may order removal of the pet. Pet bedding shall not be washed in the RiverCane laundry room.

**PROCEDURES WHEN PET RULES ARE VIOLATED:**

If the Senior Director determines on the basis of clear evidence, supported by written statements, that a pet owner has violated a pet rule, the Senior Director may serve a written notice of pet rule violation to the pet owner.

The notice must contain: the pet rule(s) alleged to be violated; a brief factual statement of how the pet violation was determined; a statement that the pet owner has 10 days from the effective date of service of the notice to correct the alleged violation, or to make a written request for a meeting to discuss it; a statement that the pet owner is entitled to be accompanied by another person of his/her choice at the meeting; and a statement that the pet owner's failure to correct the violation, request a meeting, or appear at a requested meeting may result in initiation of procedures to terminate the pet owner's Lease Agreement.

Meeting with the occupant: If the pet owner makes a timely request for a meeting to discuss an alleged pet rule violation, the Senior Director must establish a mutually agreeable time and place for the meeting. The meeting must take place no later than 15 days from the effective date of the notice, unless the Senior Director agrees to a later date. As a result of the meeting, the Senior Director may give the pet owner additional time to correct the violation.

Notice of pet removal: The Senior Director may issue a notice for the removal of a pet if the pet owner and Senior Director are unable to resolve the pet rule violation at the meeting; or it is determined that the pet owner has failed to correct the pet rule violation.

**ANIMAL BITES:**

The pet owner must report all animal bites to the Chitimacha Police Department and Senior Director within twenty-four (24) hours of occurrence. Should a pet bite a person, the pet must be isolated at a veterinarian's office for ten (10) days for rabies observation at the owner's expense.

**REMOVAL OF PET:**

The Senior Director shall require the removal of any pet from the RiverCane facility if the pet's conduct or condition is determined to be a nuisance or threat to the health or safety of other occupants of the premises or of other persons in the community where the unit is located. In event of illness or death of pet owner, or in the case of emergency which would prevent the pet owner from properly caring for the pet, the Senior Director permission to call the Occupant's Responsible Party to take the pet and care for it until the sponsor would claim the pet and assume responsibility for it. Any expenses incurred will be the responsibility of the pet owner.