

Resolution to Approve the Housing Department Rental Housing Pet Policy - Exhibit "A"



POARCH BAND OF CREEK INDIANS HOUSING DEPARTMENT RENTAL HOUSING PET POLICY

I. Purpose

The Poarch Band of Creek Indians Housing Department maintains an inventory of rental housing units to provide safe, sanitary and affordable housing for Tribal Members who do not own their own home. The purpose of this Pet Policy is to establish rules that allow Tenants in the Tribe's rental units to have a pet while ensuring that the pet does not disturb or cause harm to other Tenants or cause damage to the rental unit.

II. Definitions

- A. "Livestock" shall include cattle, sheep, horses, goats, and other domestic animals ordinarily raised or used on a farm.
- B. "Pet" shall mean a dog or cat for the purpose of this Policy.
- C. "Tenant" shall mean any and all persons listed on the Rental Lease Agreement.
- D. "Tribal Member" shall mean an enrolled member of the Poarch Band of Creek Indians.
- E. "Tribal Obligation" shall mean a Tribal Member's obligation to make a payment to the Poarch Band of Creek Indians due on loans and advances from the Poarch Band of Creek Indians or Tribal entities, and for fees, costs, rent, damage, judgments, user fees, or other charges arising from programmatic benefits and governmental services provided by the Poarch Band of Creek Indians or Tribal entities to such member.
- F. "Tribal Obligation Default" shall mean a failure of a Tribal member to make timely payment of a Tribal Obligation in accordance with its terms.
- G. "Tribe" shall mean the Poarch Band of Creek Indians.

III. Rules Regarding Pets in Rental Housing

- A. No more than two (2) Pets per household permitted. If a Tenant is found to be in violation of this Rule, the Tenant shall have forty-eight (48) hours to remove any Pet above the two

allowed. If the Pet is not removed, the Tenant will be assigned a Fine of \$500.00 per month until the Pet is removed from the house.

- B. Tenants, including existing Tenants as of the effective date of this Pet Policy, must disclose any and all Pets residing in the rental unit to the Housing Department and execute a Pet Addendum to be attached to the Lease Agreement.
- C. No livestock or domesticated farm animals are allowed at any of the rental units.
- D. The Pet's individual weight shall not exceed thirty (30) pounds. Weight shall be calculated based on the estimated full maturity of the breed. Any Pet weighing more than thirty (30) pounds at full maturity must be removed from the house within forty-eight (48) hours. If the Pet is not removed, the Tenant will be assigned a Fine of \$500.00 per month until the Pet is removed from the house.
- E. Pet must be on a leash at all times when outside the rental unit. A Pet outside the rental unit shall not be staked out, placed on a chain or permitted to run loose. Violation of this rule will result in a fine as described in Section VIII below. Additionally, any Pet found roaming outside the rental unit and not on a leash is subject to removal by Tribal Police and Escambia County Animal Control.
- F. The Pet shall not be allowed to disturb other Tenants with loud barking, whining or meowing.
- G. Tenants are responsible for cleaning up their Pet's waste outside and disposing of same in a proper manner.
- H. Tenants shall take adequate precautions to eliminate any Pet odor within and around the rental unit.
- I. Pet must be properly immunized and wear proper identification (county issued tag) at all times when outside the rental unit. Any Pet that is not properly identified with a tag is subject to being removed by Escambia County Animal Control.
- J. Tenant must share a Pet's medical history with the Housing Department upon request.
- K. No unauthorized or undisclosed Pet may be kept, temporarily or permanently, in or on the rental unit property.

IV. Documentation Required

- A. Tenant must provide the Housing Department with the current weight and age of the Pet, along with a current photograph, at the time of notification that the Pet is residing in the rental unit.
- B. Tenant must provide the Housing Department with proof of proper annual immunization of the Pet as long as the Pet remains in the rental unit.

V. Notifications

- A. Tenant must notify the Housing Department of any and all animals that will be kept in the rental unit.
- B. Tenants shall have five (5) business days to notify the Housing Department of any new Pet residing in the rental unit.
- C. If a Pet is not disclosed to the Housing Department and is later determined to be at the rental unit, temporarily or permanently, the Tenant will be issued a fine as described in Section VIII below.

VI. Inspections

- A. Any Tenant who has a Pet will be subject to at least bi-annual inspections of the rental unit at the discretion of the Housing Department.
- B. Tenant shall remove or confine the Pet any time the Housing Department or Maintenance staff needs access to the rental unit as permitted by the Lease Agreement.
- C. The cost for any damage to the rental unit caused by the Pet or any flea remediation required to the rental unit will be the responsibility of the Tenant as described in Section VIII below.

VII. Aggressive or Vicious Animals

- A. Vicious and/or intimidating Pets shall not be allowed in the rental unit.
- B. Any actual attack on a person or another Tenant's Pet will result in a \$5,000 fine as described in Section VIII below. The Pet who attacks a person or another Tenant's Pet must be removed from the rental unit immediately. If the Pet is not removed from the rental unit, the Tenant is subject to eviction as outlined in the Rental Policy.
- C. Any actual attack on a person or another Tenant's Pet shall be reported to Escambia County Animal Control for further investigation and disposition.
- D. If the Pet causes injury to any person, Tenant is responsible for any medical or other expenses incurred by the victim as described in Section VIII below.

VIII. Monetary Assessments

- A. Non-Refundable Pet Deposit Fee:
 - 1. Tenant shall pay a one-time, non-refundable Pet Deposit of \$250.00 prior to the Pet's occupancy at the rental unit.

2. The Pet Deposit is in addition to the Security Deposit in the Lease Agreement and is for the purpose of additional cleaning required before the rental unit may be leased to another Tenant.
3. The Pet Deposit is non-refundable, even if the Pet is removed prior to the end of the Lease.

B. Fines:

1. If the Pet causes injury to any person, the Tenant will be assessed a fine of \$5,000.
2. Tenant will be assessed a \$100 fine per occurrence for each of the following violations:
 - a. Failure to disclose or register existing or new Pet to the Housing Department
 - b. Pet not on a leash outside the rental unit
 - c. Pet creating a public nuisance or disturbance
 - d. Failure to clean up Pet waste
 - e. Failure to maintain up-to-date vaccinations as per veterinarian and county code
 - f. Failure to share a Pet's medical history with the Housing Department upon request

Any tenant who incurs three (3) or more violation within a six (6) month period is subject to removal of the Pet from the rental unit.

C. Damages:

1. If the Pet causes damage to the rental unit, the Tenant shall pay for the actual cost of repairs in excess of the Pet Deposit. Failure to pay the cost of damages caused by the Pet will be considered a Tribal Obligation Default and the Tribe shall recover the amount owed in accordance with Title 41 and Title 44 of the Poarch Band of Creek Indians' Tribal Code.
2. If extermination is required due to flea infestation, the Tenant shall pay for the actual cost of extermination. Failure to pay the cost of extermination will be considered a Tribal Obligation Default and the Tribe shall recover the amount owed in accordance with Title 41 and Title 44 of the Poarch Band of Creek Indians' Tribal Code.
3. If the Pet causes physical injury or damage to any person, the Tenant shall be responsible for any medical or other expenses incurred by the victim.

IX. Tribal Obligation Default

Any fine or penalty issued under this Pet Policy is due and payable within ten (10) business days. If Tenant fails to pay any fine or penalty assessed under this Pet Policy, the Tribe will not provide

Tenant with any notification but will immediately declare the unpaid amounts hereunder immediately due. The default will be a Tribal Obligation Default and the Tribe will recover the entire unpaid amount in accordance with Title 41 and Title 44 of the Poarch Band of Creek Indians' Tribal Code. As a Tribal Obligation Default, the Housing Department shall, upon written notice, have the right and authority to retain and apply Tenant's share of any distributions paid to the Tenant from the Tribe, including per capita distribution, General Welfare, or any other monies paid to the Participant, without any further action, proceedings or authorization by the Tribal Court or any other authority.

X. Grievance Process

- A. If there is any disagreement about a fine, penalty or the carrying out of this Policy, the Tenant must initiate the grievance process by submitting a written letter to the Housing Department within ten (10) business days of the denial.
- B. When the signed letter is logged in with the date and time of receipt, it will be reviewed by the Housing Director with input from any other involved staff. A written response will be provided to the Tenant within ten (10) business days.
- C. If there continues to be questions or disagreements about a fine, penalty or the carrying out of this Policy, the Tenant must submit a letter to the Tribal Member Services Division Director within ten (10) business days after the decision of the Housing Director is made, requesting a review of the housing file and relevant documents.
- D. The Tribal Member Services Division Director can concur with the decision of the Housing Department or make recommendations regarding the decision. A written response will be provided to the Tenant within five (5) business days.
- E. If there continues to be questions or disagreements about a fine, penalty or the carrying out of this Policy, the Tenant must submit a letter to the Chief Financial Officer within ten (10) business days after the decision of the Tribal Member Services Division Director is made, requesting a review of the housing file and relevant documents. The Chief Financial Officer can concur with the initial decision or make recommendations regarding the decision. A written response will be provided to the Tenant within five (5) business days.

XI. Appeal Process

- A. When the Applicant does not agree with the decision rendered at the departmental level after exhausting all administrative remedies, the Tenant may seek to appeal the decision by filing a notice of appeal with the Tribal Grievance Board.
- B. The appellant must provide written notice to the Tribal Grievance Board by filing the intent to appeal in the Regulatory Affairs Division Office within fourteen (14) calendar days of the receipt of the final departmental decision. The Appeal Notice shall set forth the specific issues and reason(s) for the request, along with any other relevant statements or documents the appellant desires to include. Upon receipt of the Appeal Notice, the appellant will be provided a copy of the established appeal procedures set forth by the

Tribal Grievance Board.

- C. Any decision made by the Tribal Grievance Board is considered final and no other administrative action is available to an appellant.

XII. Effective Date

This Pet Policy shall be effective as of the date of approval by the Tribal Council. Any amendments shall be effective as of the date the amendment is approved by the Tribal Council.

Matthew Lin, MCo
TM SDD
01/28/2022