

	Northwestern Band of the Shoshone Nation Housing Services	
	Policy & Procedures Manual Pet & Animal Policy	
	Revision Number & Date Version Number 1 – 18 June 2024	Document Control Number NWBSN HS-PM-PA-001

Pet and Animal Policy

INTRODUCTION

A. Purpose

To set out the requirements for tenants and homebuyers who want to have pets, and to stress to all Northwestern Band of the Shoshone Nation Housing Services (NWBSNHS) tenants that the policy for pets will be enforced in an effort to offer the best residential opportunities to all community members, as well as mitigate damages caused by animals in the tribal owned units.

B. Scope:

This Policy sets out the terms and conditions for keeping pets in NWBSNHS Premises to ensure that all NWBSNHS Residents maintain their Premises and associated facilities in a decent, safe, and sanitary manner, and do not threaten or unduly interfere with the health, safety, and peaceful enjoyment of other NWBSNHS residents and NWBSNHS staff. This Policy is designed to permit reasonable ownership of pets. This Policy applies to all residents of NWBSNHS housing who wish to keep common household pets in their units or on their Premises. The Ogden City Dangerous Dog Policy will be utilized as a baseline policy with additional restrictions implemented and enforced to ensure the above goals. These policies as established in this document and further in the Dwelling Lease Agreement will be used consistently throughout Housing Services properties whether located in Ogden, Utah or other jurisdictions. As a part of the Good Landlord Agreement that NWBSNHS enters into with Ogden City, we guarantee that we will follow this code as a baseline to allow for reduced annual property taxes on our Weber County Housing Units. This policy will stand in support of the Dwelling Lease Agreement or other agreements entered into by members where Housing Services is concerned

C. Violations

Violation of this Policy or of Ogden City Dangerous Dog Policy may be grounds for immediate termination of the Dwelling Lease Agreement which will require the tenant and tenant family to vacate the unit. Notwithstanding anything stated in this policy to the contrary, NWBSNHS shall consider any request for reasonable accommodation to

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possess an assistance animal in a dwelling unit in accordance with the guidance set forth in HUD's Fair Housing and Equal Protection Opportunity Notice: FHEO-2013-01, and a Resident keeping an assistance animal as a reasonable accommodation shall be responsible to cover the costs of any repairs for damage the animal causes to the Premises.

D. This policy may be updated periodically without further approvals by NWBSNHS administration for necessary changes that do not alter the content/context of the Policy, such as alterations for spelling, grammar, punctuation, updates to CFR coding references, new HUD or other Federal Regulations and such other items as are deemed reasonable, necessary and are limited to administrative in nature.

GENERAL

A. Definitions

1. Common Household Pets shall mean smaller domesticated animals such as a dog, cat, bird, fish or turtle. Rodents including hamsters and gerbils, and reptiles other than turtles are not common household pets for the purposes of this policy.
2. Resident shall mean any resident of NWBSNHS housing, including renters and homebuyers, including without limitation residents with a Dwelling Lease, a Mutual Help & Occupancy Agreement (MHOA), or other homebuyer agreement with NWBSNHS.
3. Premises shall mean NWBSNHS-owned units and homes and the associated yards, common areas, storage units, out-buildings or other facilities.

B. Basic Requirements

1. Residents are not permitted to keep any animals other than common household pets on their Premises.
2. Residents may only have one dog or one cat (not both and not two of the same) but may keep other common household pets in addition to a dog or

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cat.

3. Residents are allowed, upon approval, to have no more than two pets at one time in a NWBSN unit. (See below exceptions which may be allowed above and beyond the two-pet limitation.
4. In the case of birds, a maximum of two birds may be permitted.
5. There shall be no limit as to the number of fish, but no more than one aquarium with a maximum capacity of 55 gallons shall be permitted.
6. All NWBSNHS Residents who wish to keep common household pets must abide by the terms and conditions of this policy and must abide by the requirements of the Ogden City Dangerous Dog Policy as presented in the Dwelling Lease Agreement along with the amendments made by NWBSNHS to further clarify the Ogden City Dangerous Dog Policy.
7. Each pet owner shall be responsible for the proper care of his or her pet, including, but not limited to, good nutrition, grooming, routine veterinary care, flea control, routine inoculations, and compliance with all Federal, state, or local statutes, ordinances, rules and regulations, and any applicable public health, animal control, and anti-cruelty laws and regulations.
8. Each pet owner shall keep his or her unit and surrounding areas free of pet odors, insect infestation, waste and litter related to his or her pet, and maintain the unit and surrounding indoor and outdoor areas in a sanitary condition at all times.
9. Each pet owner shall be responsible for clean up after his or her pet anywhere on Housing Services property, including carrying a "pooper scooper" and/or disposable plastic bag anytime the pet is outside of the unit. Residents owning a cat shall maintain a waterproof litter box for cat waste. Litter boxes shall not be allowed to become unsightly or unsanitary. All pet waste, including litter shall be bagged and disposed of in the outside garbage can or dumpster. No pet waste shall be disposed of in the toilet or in any inside refuse receptacle.
10. No pet shall be abandoned when the resident vacates.



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11. Each pet owner shall maintain his or her pet in such a manner as to prevent any damage to his or her Premises, common areas and grounds of the community in which he or she lives.
12. All animal waste must be immediately picked up and the area thoroughly cleaned. Responsibility for cleanup of pet waste lies with the Resident who maintains the pet. Failure to do so will result in a \$25.00 removal fee per occurrence, and repeated violations will be cause for termination of the rental or homebuyer agreement.
13. No animal shall be kept, raised, or bred by a NWBSNHS Resident for any commercial purpose.
14. No livestock or bearing animals may be kept (cow, chickens, goats, etc.). A beehive may be kept if city ordinance allows.
15. Residents must be physically able to take care of the pet on a regular basis or must make appropriate arrangements with an assigned secondary caretaker. If a dog or cat is left unattended for longer than 24 hours, the Resident must have a designated secondary caretaker care for the animal, or the animal will be delivered to the appropriate authorities. No animal may be left unattended in a common area of housing.
16. A Resident who keeps a pet(s) must be present on the day of inspection or maintenance repairs to care for his or her pet(s) while NWBSNHS staff or contractors are present, or else Resident must remove his or her pet(s) from the unit, so the unit is vacant until the inspection or maintenance repair is completed. This includes both the indoor and outdoor spaces of the unit.
17. Any pet must be always kept under control. A pet shall not be allowed to interfere with the peaceful enjoyment of other Residents or neighbors by barking, howling, screeching, biting, scratching, or other activities. If a pet displays threatening behavior toward NWBSNHS staff, the staff may refuse to enter a residence in response to a request for maintenance or other assistance. In such a case, staff will require the pet to be put on a leash or be removed from the residence or outdoor area before maintenance will be performed, or other assistance rendered. Any attack by a pet on any person will be grounds for permanent removal of the pet, or eviction of the

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Resident.

18. NWBSNHS will take all necessary steps to ensure that pets which become vicious, display symptoms of severe illness or of abuse, or demonstrate behavior that constitutes an immediate threat to the health or safety of others, are referred to the appropriate Tribal, state or local entity authorized to remove such animals. Any cost to remove the animal will be charged to the Resident.
19. Residents are responsible to provide annually, a copy of pet's veterinary visit showing detailed information to include date of last visit, inoculation record to specifically include rabies and parvovirus vaccines as well as height and weight of pet. If a question as to the authenticity of the provided paperwork exists, the tenant will be required to have a copy of the pet's records sent directly from the veterinary clinic at their own cost.
20. Residents are required to have dogs registered by the proper city or county authorities and provide proof of registration along with health record as above.
21. A new lease agreement will not be signed without the health and registration documentation. Should a resident fail to provide this information prior to the time of lease signing, a 5-Day Notice to comply will be issued. Failure to comply may result in termination of the lease agreement.
22. The Resident who maintains the pet is responsible for removing a deceased pet within 12 hours of the pet's death. Deceased dogs and cats may not be disposed of in the garbage dumpsters or on housing grounds.

C. Pet Deposits

1. Residents will be required to get approval prior to acquiring a pet. The Resident shall pay NWBSNHS a non-refundable pet deposit of \$200.00 prior to moving into the residence and/or prior to acquiring a new pet. Resident will be responsible for repairing any pet-related damages including yard and lawn repairs. If NWBSNHS undertakes the repair work,

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the labor and material costs necessary to repair any pet-related damages will be deducted from the deposit. If the sum of the damages exceeds the amount held by NWBSNHS as a deposit, the Resident shall be billed for the overage. A second pet will require an additional deposit of \$300.00.

2. Residents, with exception of Elder or Near Elder Residents (Ages 62 and above or 58 and above respectively), residing in Tribal Housing more than 5 consecutive years will be required to pay a new, non-refundable pet deposit and a thorough inspection will take place to determine if there is any pet damage that needs to be repaired. If no damages are found, the initial pet deposit, may be used to cover this cost.
3. Pet damage to carpets (urine or feces) along with scratch or other pet related damage to walls, doors, carpets or other areas of the unit will be addressed for maintenance at time of discovery. Those costs for repair or replacement will be born 100% by the resident.
4. Copies of this provision shall be distributed to all Residents that have signed a Rental Lease, a Mutual Help & Occupancy Agreement (MHOA), or other homebuyer agreement with NWBSNHS.
5. A failure to abide by this Policy and the applicable provisions shall be deemed a violation of the applicable agreement between NWBSNHS and the tenant or homebuyer, and grounds for termination of that agreement.

D. Conditions for Having a Dog or Cat.

1. A Resident may have a dog or cat if the following conditions are met regarding the animal.
2. No more than one dog or one cat (not both) shall be permitted in a household. A resident with a dog or cat may also have other categories of "common household pets" as defined above, not to exceed two pets. As a clarification, two pets where the "other categories" are defined would be, as an example, one dog and two birds in a cage, or one dog or cat and one tank of fish.

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3. With respect to dogs, any dog that is partly or wholly of any of the “Pit Bull” or “Rottweiler” breeds, is specifically prohibited and shall not be allowed in any NWBSNHS community. Other breeds, whether partial or whole may be added to this list without inclusion in the written policy at any time by NWBSNHS.
4. Ownership of a trained "guard" dog or "attack" dog, or ownership of animals for the purpose of dog or cat breeding is prohibited.
5. No dog or cat shall exceed 15 inches in height at the shoulder or 35 pounds in weight when fully grown. If your animal is already registered with the management office, you are exempt from this size restriction until such time as you may acquire a new pet. Registration with the Housing Services office means notification of having a pet and providing all of the required documentation such as veterinary/health records and city/county registration records. It is the responsibility of the resident to ensure that your pet is registered with the NWBSNHS office.
6. Height and Weight restrictions may be waived for a support animal. This waiver will be made after further investigation by the Housing Services Director or his/her agent.
7. All dogs and cats must be registered with the city or county and the NWBSNHS office immediately. Such registration shall consist of providing the following:
 - a) Basic information about the pet (type, age, description, name, etc.)
 - b) Provide a picture of the animal for identification purposes.
 - c) All dogs and cats shall be inoculated, licensed and spayed or neutered and owners shall provide veterinarian written verification of inoculations against rabies, parvovirus and certification of spay/neuter.
 - d) Proof that inoculations and license of the pet shall be verified annually.
 - e) Payment of the above-mentioned Pet Security Deposit of \$200.00 is to be paid in full prior to residence. In the case of hardship where a service animal is concerned, this may be extended to a 6-month



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payment arrangement. This deposit will be non-refundable and utilized to help defray the costs of potential damage done by a dog or cat to the unit or adjacent yard, common area or other grounds in the ownership of NWBSN. Additional pet deposits for secondary pets or post 5-year residency will be initiated at the time these events occur.

- f) A pet deposit or deposits must always remain “whole”. If repairs are required for pet damage, the cost of repairs will be first deducted from the pet deposit(s). The remaining balance must be paid up to the original pet deposit amount to keep the account available for repairs at such time as they are required. This amount, including any additional repair costs above and beyond the deposit amount will be charged immediately and must be paid during the next rental month billing period.
- g) Under no circumstances will pet damage be considered “normal wear and tear”.

E. Requirements for Keeping a Dog or a Cat:

All Residents must abide by the following requirements concerning dog or cat ownership:

1. All dogs or cats that reside within a NWBSNHS managed unit must be spayed or neutered. If a dog or cat within a NWBSNHS managed unit is NOT spayed or neutered the tenant or homebuyer may be charged \$25/month, due on the first of each month, until proof is shown that the animals have been spayed or neutered.
2. Be advised that it is the Resident’s obligation to ensure that the owner or keeper of any dog kept on the Premises register his or her dog with the Tribe at the Northwestern Band of the Shoshone Nation Housing Services Office. Registration will be required in the city / county where the pet resides.
3. Also, it is the Resident’s responsibility to make sure that any dog kept on his or her Premises is confined to its designated area within the Resident’s Premises and/or fenced lot. The dog must have a collar and registration

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tag. Unless the dog is kept within a fenced area within the Premises, it must be kept on a leash long enough to allow the animal to roam free on their owner's property. If fencing of the lot is the chosen form of confinement, the expense associate with the fence shall be a Resident responsibility in order to keep the approved pet(s), and the maintenance of a fence must be carried out in accordance with NWBSNHS policy.

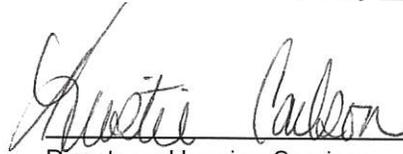
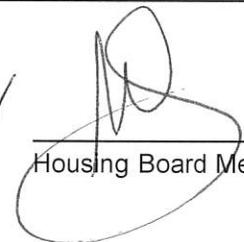
4. A dog may be tethered within the resident's yard or patio (but not in the public patio in the case of an apartment complex without individual yards or patios.) Tethering in a yard is permitted only in such a manner as to not cause erosion or excessive wear on the lawn. A dog may be tethered by a harness. A dog may not be tethered by the neck. No "dog runs" are permitted.
5. Any dog running at large and without identification may be considered a stray, and any stray dog, or any dog chasing animals or endangering people may be grounds for permanent removal of the pet or eviction of the Resident. Further any such dog shall be reported to the appropriate agency and may be humanely destroyed and disposed of in accordance with applicable law.
6. When outside the unit, the dog must be accompanied by its owner and restrained with a leash or tethered properly.
7. Each pet owner shall maintain his or her dog or cat in such a manner as to prevent the animal from being a nuisance or a threat to the health or safety of NWBSNHS employees, the public or other residents in the community by reason of noise, unpleasant odors or other objectionable situations.
8. Dogs shall be properly housed inside the dwelling unit at night (generally between 10 pm and 7 am) unless accompanied by its owner.
9. No resident with a pet (dog or cat) is allowed to leave pet waste on the ground. This includes all outdoor areas, sidewalks, parking lots, common areas, private back or front yards, etc. Pet waste MUST be cleaned up after each deposit by a pet. Under no circumstances may a back yard be used as a defecation area for pets and go unsupervised or unkempt by the resident. Pet owners who ignore this rule are subject to immediate termination of the lease agreement.

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REVISION HISTORY

The **Pet and Animal Policy** was **ADOPTED** by the Northwestern Band of the Shoshone Nation Housing Services Board of Commissioners on **18 June 2024**. Motion was made by **Dennis Alex** and seconded by **Shane Warner**.

- Motion carried by 4 YES and 0 NO, and 0 ABSTENTION & 1 ABSENT.

 Director – Housing Services	18 June 24 Date	 Housing Board Member	6/18/24 Date
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The **Pet and Animal Policy** was further formalized by Resolution **06-21-2024-01** of the Northwestern Band of the Shoshone Nation Tribal Council on **21 June 2024**. Motion was made by **Cale Worley** and seconded by **Shane Warner**.

- Motion carried by 6 YES and 0 NO, and 1 ABSTENTION AND 0 ABSENT.



Dennis A. Alex
Chairman

Bradley J. Parry
Vice Chairman

NORTHWESTERN BAND OF THE SHOSHONE NATION

2575 Commerce Way

Ogden, Utah 84401

**RESOLUTION OF
THE NORTHWESTERN BAND OF THE SHOSHONE NATION
HOUSING SERVICES Resolution Number 06-21-2024-01**

Approving a Pet and Animal Policy ADOPTION for the NWBSN Housing Services.

At a duly called meeting of the Tribal Council of the Northwestern Band of the Shoshone Nation on **21 June 2024**, the following resolution was presented:

WHEREAS: The Tribal Council is the governing body of the NWBSNHS with the authority to adopt laws and rules to govern Housing Services; and

WHEREAS: The NWBSN Housing Services is a Tribal Program authorized to manage homeownership and rental housing programs and such management requires the adherence to Policies and Procedures set forth by The Department of Housing and Urban Development; and

WHEREAS: The Housing Services Board of Commissioners has received and reviewed an updated Pet and Animal Policy at a duly called meeting on 9 April 2024 as prepared by the Housing Services Director and has been approved by vote of a quorum of the Housing Services Board of Commissioners.

Vote of 4 in favor, 0 opposed, 0 abstentions and 1 absent on 18 June 2024.

NOW THEREFORE, BE IT RESOLVED that the NWBSN Tribal Council hereby approves the Pet and Animal Policy as reviewed and corrected. (See Attached)



Dennis A. Alex
Chairman

Bradley J. Parry
Vice Chairman

NORTHWESTERN BAND OF THE SHOSHONE NATION

2575 Commerce Way

Ogden, Utah 84401

Authority for this resolution was duly adopted by the Tribal Council of the Northwestern Band of the Shoshone Nation at a duly called meeting on **21 June 2024**, by a vote of 6 in favor (DA, BP, AM, KH, SW, CW), 0 Opposed, 0 Absent, 1 (JW) Abstain; pursuant to the authority contained under Article VI, Section 1 & 2 and Article XI, Section 2 of the Tribal Constitution and By-laws approved August 24, 1987; Tribal Housing Ordinance, ORD-95-001, Amended 09 April 1996.

DATED: 21 June 2024

DENNIS A. ALEX, CHAIRMAN
CERTIFICATION:

I HEREBY CERTIFY that the foregoing resolution was passed while a quorum of the Tribal Council was present by a vote of 6 in favor, 0 opposed, 1 abstention on the date this bears.

Alicia Martinez, Secretary