

PET OWNERSHIP POLICY FOR SAN JUAN SCHOOL DISTRICT HOUSING

4645.1 GENERAL

- 1.1 Tenants of San Juan School District housing may own and/or maintain in their housing unit household pets, subject to the following pet ownership and maintenance policy. The District reserves the right to make changes to this policy as circumstances warrant and to notify each tenant accordingly.
- 1.2 The District's housing administrator is granted the authority to monitor and enforce the pet ownership and maintenance policy. Violations of the pet ownership policy may lead to revocation of a tenant's renting privileges.
- 1.3 A Tenant must obtain pre-authorization to keep a pet in any District housing unit in accordance with the terms of this policy. Tenants may own or have no more than two pets in their housing unit. Any animal not meeting the definition of a "pet" in this policy shall not be permitted.

4645.2 DEFINITION

"Pets" mean the following domesticated, common household animals, and no others: cats, dogs, birds, turtles and fish. All dogs and cats must be less than 14 inches tall, measured from the floor to the shoulder and may not exceed 25 pounds (adult size). One bird cage may be kept. Only one aquarium, which shall not exceed 25 gallons, may be kept. One enclosure not exceeding 25 gallons in size, suitable for housing turtles may be kept. Each cage of birds, each aquarium and each turtle enclosure shall count as one animal for purposes of this policy. Dogs and cats must be spayed or neutered. This definition may not apply to animals that are used to assist the disabled.

4645.3 APPLICATION

Prior to housing any pet in a housing unit owned/or operated by San Juan School District, a tenant shall apply for and receive and an approved permit to do so. The application must be accompanied by the following:

- 3.1 A full pet deposit of \$200.00 (per household). This deposit is in addition to the standard deposit collected from all tenants. This deposit is refundable within 14 working days after the Tenant disposes of the pet or vacates SJSD housing if SJSD verifies that there are no expenses directly attributable to the presence of the pet. However, for expenses exceeding the deposited amount, the household shall be responsible to reimburse SJSD

for those costs. In addition to the pet deposit, each tenant owning a dog or cat will be charged a non-refundable fee of \$50.00 per month (per animal). This non-refundable pet fee will cover reasonable operating costs expended by the District associated with the increased maintenance costs relating to the presence of pets. Employees must agree to pay this monthly pet fee and any additional pet charges via payroll deduction.

- 3.2 A signed veterinarian's statement or other evidence acceptable to the housing administrator verifying that the animal is in good health, has no communicable diseases or pests, has received all current inoculations or boosters, and, in the case of cats and dogs, is spayed or neutered.
- 3.3 A signed affidavit from an alternate custodian who will take temporary custody of the pet from the premises for period of time not to exceed 10 days when the Tenant is to be away overnight or longer and will assume all the responsibilities of the pet owner in caring for the pet. In addition, the alternate custodian must be available to take temporary custody of the pet from the premises within twelve hours after any emergency causing the owner not to be able to care for the animal.
- 3.4 A signed statement from the Tenant acknowledging that:
 - A. Tenant has received and read the Pet Rules and agrees to comply with them;
 - B. Tenant accepts any and all financial and personal liability associated with the personal pet ownership in the District's housing. This financial and personal liability includes, but is not limited to, property damage to District Property, property damage to the property of others and injury to persons caused by their pet; and
 - C. Tenant authorizes the District to withhold and offset from any money or salary payable to Tenant such amounts as the District deems reasonable to cover Tenant's responsibility for damage or injury.
- 3.5 SJSD may request a letter of reference from the pet applicant's previous landlord.
- 3.6 SJSD may require the Tenant to maintain "renter's insurance" covering damage or liabilities arising from injuries caused by the Tenants pet[s].

4645.4 APPROVAL OF PET APPLICATION.

Once all of the applicable conditions for application for pet ownership permit have been met, the housing administrator or his/her designee shall make a decision on the resident's application within five working days. If approved, the resident will be informed in writing and an anniversary date (Month and Day Only) will be established for purposes of the annual update of the pet ownership permit. It is the responsibility of the resident to re-validate the pet ownership permit within 30 days after the anniversary date. Failure to re-validate the pet ownership permit shall result in the removal of the pet or termination of the Tenant's tenancy or both.

4645.5 REFUSAL OF PET APPLICATION

The housing administrator or his/her designee may refuse to approve a pet application due to the following reasons:

- 5.1 The animal does not meet the definition of pet.
- 5.2 Tenant fails to provide complete application information required by the Pet Ownership Policy or agree to the terms of District's policy for pet ownership.
- 5.3 The housing administrator determines that the Tenant will not be able to keep the pet in compliance with the Pet Rules and other Rental Agreement obligations, including such factors as pet's temperament and size and tenant's habits and practices.

4645.6 REVOKING PET OWNERSHIP

Maintaining a pet in a facility owned and/or operated by the District shall be subject to the rules and restrictions set forth in District policy and the Tenant's rental agreement. The Tenant's pet ownership may be revoked at any time, due to any of the following reasons:

- 6.1 The housing administrator determines that the pet is not properly cared for.
- 6.2 The pet presents a threat to the safety and security of other tenants, SJSD employees, contractors and others on the premises.
- 6.3 The pet is destructive or causes an infestation.
- 6.4 The pet disturbs other tenants for reasons including but not limited to noise, odor, cleanliness, sanitation, and allergic reactions.
- 6.5 Tenant fails to re-validate the pet ownership permit as required in the Pet Ownership Policy.
- 6.6 Tenant fails to pay the monthly non-refundable pet fee.
- 6.7 A written recommendation from the onsite housing administrator indicating a demonstrated lack of cooperation and responsibility in maintaining a pet.
- 6.8 Other violations of rules and restrictions as outlined in District policy and/or the Tenant's rental agreement.

4645.7 RULES

All tenants allowed to keep a pet shall comply with the following rules:

- 7.1 No pet may be kept in violation of state law or local ordinances with respect to humane treatment or health.
- 7.2 If pets are left unattended for a period of twenty-four (24) hours or longer, the Management may enter the dwelling unit to remove the pet. The Management will transfer the pet to the proper County authorities. SJSD accepts no responsibility for the animal under such circumstances.
- 7.3 No animal shall be kept, raised, or bred for any commercial purpose.
- 7.4 Dogs must wear identification tags specifying resident's name and housing unit number.
- 7.5 All pets shall remain inside the Tenant's dwelling unit. No pets of any kind shall be permitted within school buildings.
- 7.6 When taken outside the unit, dogs must be kept on a leash and controlled by a responsible individual. Pets that are unleashed or unattended on SJSD property may be impounded and transferred to County animal control officials or another appropriate animal shelter.
- 7.7 No animal may be leashed to any stationary object outside the Tenant's apartment.
- 7.8 Birds must be confined to a cage at all times. Turtles must be confined to an aquarium or other suitable enclosure.
- 7.9 Vicious and/or intimidating breeds of dogs or animals with a history of attack or aggressive behavior towards other animals or people will not be allowed. Examples may include: Rottweiler, Doberman Pinscher, Pitt Bulldog, and any reptile other than a turtle.
- 7.10 The tenant shall have pets restrained so that maintenance can be performed in the housing unit. The tenant shall, whenever an inspection or maintenance is scheduled, either be at home or shall have all animals restrained or caged. The District shall not be responsible if any animal escapes from the residence due to maintenance, inspections or other activities of the landlord.
- 7.11 Tenants shall not permit their pet to disturb, interfere, or diminish the peaceful enjoyment of other tenants. The terms "disturb", "interfere", and "diminish" shall include but not be limited to barking, howling, chirping, biting, scratching, and other like activities.

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- 7.12 Tenants must provide litter boxes, which must be kept in the dwelling unit for cat waste. Tenants shall not permit refuse from litter boxes to accumulate nor to become unsightly or unsanitary. Litter shall be changed not less than once a week and placed in a sealed plastic bag, properly disposed of by being placed in a trash container outside of the building, and at no time washed down any drains or flushed down any toilets.
- 7.13 Tenants shall take adequate precautions and measures necessary to eliminate pet odors within or around the unit and shall maintain the unit in a sanitary condition at all times.
- 7.14 Tenants are responsible for cleaning up waste from their pet both inside and outside the dwelling unit and on facility grounds. Waste must be disposed of by being placed in a sealed plastic bag and then placed in a trash container outside of the building. At no time is pet waste washed down any drains or flushed down any toilets.
- 7.15 Tenants shall not alter their dwelling unit, patio, or unit area in order to create an enclosure for any pet. No doghouses, animal runs, pet doors, etc. will be permitted.
- 7.16 Tenants are responsible for damages caused by their pets that are beyond normal replacement of floor coverings and fumigation.
- 7.17 The housing administrator may designate specific units where pet owners must live and may direct such moves as may be necessary to establish such areas. The areas may be adjusted and the housing administrator may direct such additional moves as may be necessary to meet changing needs. The housing administrator shall provide adequate written notification to tenant should any designation be made. Tenant agrees to comply with the District's request to move pursuant to this paragraph.
- 7.18 Tenants are prohibited from feeding, housing or harboring stray animals. The feeding of stray animals shall constitute having a pet without the written permission of the District and may result in eviction from District housing.
- 7.19 The District housing administrator or his/her designees are authorized and directed to capture, and/or transfer custody to appropriate County or other authorities any unleashed, unattended, or stray animal found on San Juan School District premises.
- 7.20 Guests may not bring pets (any type) onto the premises. No pet sitting will be allowed except as allowed as an alternate custodian pursuant to the terms of this policy.

4645.8 ANIMALS THAT ASSIST THE DISABLED

- 8.1 These Pet Rules will be modified as necessary for animals that are used to assist the disabled.
- 8.2 To determine which rules, if any, do not apply to a service animal, a tenant must provide a written certification of the disability of the person in Tenant's household from a licensed medical doctor on a form provided by the SJSJSD verifying that:

- a. The animal is trained to assist persons with the specific disability.
 - b. The animal actually assists the disabled individual.
- 8.3 Once Tenant has provided this information, the District will meet with Tenant to determine which rules shall be modified or eliminated.

4645.9 VIOLATION OF RULES

Violation of these rules may be grounds for removal of the pet or termination of the Tenant's tenancy or both.