

Disclaimer: This is a sample to provide general information and language for Housing Providers to develop their own document. Please carefully review and edit this sample before use to take into account your own objectives, situation, or needs. For assistance, please contact your Non-Profit Portfolio Manager.

PET OWNERSHIP RULES ADDENDUM

GENERAL

1. All tenants who keep a Pet must comply with these rules and no tenant may keep an animal on the residential premises or residential property except as specifically permitted by these rules. These rules, as amended from time to time, form part of the tenancy agreement for the residential premises.
2. In these rules, the defined terms have the same meaning as in the Tenancy Agreement for the residential premises, except that:
 - a) "Pet" means any domesticated animal which is kept or fed;
 - b) "Residential Premises" includes not only the area as defined in the Tenancy Agreement, but also any balcony, porch, patio or fully enclosed outdoor area adjacent to and accessible from such Residential Premises;
 - c) "Rodent" means a domesticated gerbil, hamster, rat, mouse or guinea pig; and
 - d) "Vicious or Dangerous Dog" means any dog with a known tendency or disposition to attack a person or a Pet without provocation.

PETS ALLOWED

3. A tenant may keep one of the following animals as a Pet:
 - a) a bird;
 - b) a rabbit;
 - c) a fish;
 - d) a Rodent;
 - e) a cat, if registered with the Landlord;
 - f) a dog, except a Vicious or Dangerous Dog, if registered with the Landlord; or
 - g) any Pet other than the above if the prior written approval of the Landlord is obtained.
4. A tenant **must not** keep more than one cat or one dog, and must not keep both a cat and a dog.
5. Livestock, and/or any animals intended for human consumption, are prohibited.
6. Exotic animals, such as snakes, lizards, spiders, etc., are prohibited.

REGISTRATION OF PETS

7. Prior to keeping a Pet for which written approval is required, a tenant must apply to the Landlord for registration. This application must include:
 - a) a description sufficient to identify the Pet;
 - b) the name, address and telephone number of the Pet's veterinarian;
 - c) the name, address and telephone number of an emergency contact person who will care for the Pet whenever the tenant is unable to do so;
 - d) if the application is for a cat or dog:
 - i) proof that the pet has been spayed or neutered;
 - ii) a photo of the Pet.
8. The Landlord may refuse an application to register a cat or a dog if:

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- a) keeping the cat or dog will pose a serious threat to the health or safety of other tenants or the Landlord; or
 - b) the tenant fails to provide all information required by these rules.
9. In the event the tenant is hospitalized, the emergency contact person shall be allowed access to the tenant's suite to take away and care for the Pet.
10. Every tenant who keeps a registered Pet will immediately advise the Landlord of any changes in the information provided

RULES GOVERNING PETS

11. A tenant must:
- a) ensure that the tenant's dog is restrained on a leash when passing through common areas of the residential property;
 - b) not chain or leave any cat or dog unattended anywhere within the residential property other than within the residential premises;
 - c) not leave a Pet unattended on the residential property, other than within the residential premises;
 - d) immediately remove all waste deposited by the tenant's Pet on common areas of the residential property;
 - e) ensure that all litter (including waste) from the tenant's Pet is bagged and placed directly in garbage bins and not placed in garbage chutes or toilets; and
 - f) take sufficient and timely action to remove an infestation of fleas, lice, ticks or other external parasites from the tenant's Pet and the residential premises. The Landlord may undertake to have the premises treated by a professional pest control company and charge back all costs to the tenant.
12. When the Landlord is required to enter the residential premises for maintenance work or otherwise (unless in an emergency), the tenant must either remove the cat or dog from the residential premises or remain in the residential premises and keep the dog or cat under control at all times.
13. Subject to the requirements of the *Residential Tenancy Act*, the Landlord is entitled to enter any residential premises where a tenant keeps a Pet to inspect the residential premises and determine whether the tenant is complying with these rules.
14. A tenant keeping a Pet must comply with all applicable municipal bylaws. Where these rules conflict with any municipal bylaw, the bylaw will govern.

REMOVAL OF PET

15. The Landlord may require a tenant to remove a Pet from the residential premises and residential property or the Landlord may end the tenancy agreement if:
- a) the tenant breaches these rules or fails to care for the Pet; or
 - b) the Pet:
 - i) causes noises or obnoxious odours which disturb other tenants;
 - ii) causes a health hazard to other tenants;
 - iii) urinates or defecates anywhere within a building (other than within the residential premises), within any cultivated flower or vegetable garden, or within any children's play area;
 - iv) bites, claws, aggressively pursues or otherwise harms any person or Pet; or

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c) the tenant fails to rectify an infestation of fleas, lice, ticks or other external parasites.

LIABILITY OF TENANT

16. The tenant is liable for any damage done to the residential premises, the common areas of the residential property or to other residential premises within a building, or harm done to persons caused by the tenant's Pet or a Pet belonging to a guest of the tenant.

I, _____, hereby acknowledge receipt of a copy of the Pet Ownership Rules and agree to comply with same.

TENANT SIGNATURE

DATE

TENANT SIGNATURE

DATE

Property Address: _____

Property Ref. #: _____

