

## Clairvue Housing Co-operative Inc.

<b>Policy Name:</b>	Pet Policy
<b>Contact Officer:</b>	Renee White, 519-351-6307
<b>Date Approved by Board of Directors:</b>	N/A
<b>Date Approved by General Membership</b>	N/A
<b>Date Certified:</b>	N/A

### **Reference:**

*Tenant Protection Act, Sect 14 & 15*

### **Guidelines:**

1. General:
  - a. Members are allowed to keep pets in the Co-op. All pets, contained or uncontained, must be registered with the office. Pets must not interfere with another member's use of enjoyment of his/her unit or common areas.
  - b. If a member is in doubt as to whether a pet is allowable and/or must be registered according to the Co-op's Pet Rules, it is his/her responsibility to consult the office before acquiring the pet.
  - c. Pet owners must comply with all Municipality of Chatham-Kent By-Laws governing the licensing and control of pets.
2. Contained: Pets that are normally contained in a cage, tank or other container are birds, fish and small rodents. Pets that are not considered contained pets are ducks and rabbits.
3. Exotic: Exotic pets must be kept contained and must be registered with the Co-op and are subject to the limits defined in paragraph 4. Examples of exotic pets include, but are not limited to, parrots, piranha, and non-poisonous reptiles, amphibians, etc.
4. Pets Not Allowed: The Co-op reserves the right to disallow any pet or variety of pet which it deems to be potentially dangerous or destructive. Examples of such pets include, but not limited to tarantulas, boa constrictors, cougar and vicious dogs (such as pit bulls), ferrets, racoons and monkeys.
5. Maximum Quantities: The maximum number of uncontained pets (e.g. cat or dog) per unit is two, the size of which must not exceed twenty-eight inches from the ground to their back. The maximum number of contained pets is two; therefore, the maximum number of pets is four.

### **Registration:**

1. Pet Agreement: Each member when registering a pet must sign an agreement to abide by this By-Law and any decision made by the Co-op regarding his/her pet. Before signing the agreement, the member must provide for each pet, the following information to be appended to the agreement: type of animal, name (if any), approximate age, license number (if applicable), plus any such other information as the Co-op may require.
2. Inspection: In the event that a member ceased to have a pet and still resides in the unit, a unit inspection will be performed prior to refunding the Pet Deposit to the member
3. Conditions of Animals:
  - a. Pet owners must protect their pets against parasite (including fleas) and disease. A certificate of inoculation against rabies and distemper for all mammals, plus F.E.R. for cats and hepatitis for dogs must be filed with the Co-op at the time the pet is registered or when it has reached three months of age, and annually thereafter.
  - b. All pet six months of age or older must be spayed or neutered. A certificate indicating that the spaying or neutering has taken place, issued by the Human Society or a licensed Veterinarian, must be filed with the Co-op when a pet is registered or within one month of the pet turning six

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months of age. Show or breeding animals (all breeding to occur outside of the Co-op) may be excluded.

Members requesting exemption for their pet(s) must make written application to the Board of Directors or office and submit verification of the show or breeding status of their pet(s).

The Board of Directors may set out conditions of said exemption:

- c. The requirement of inoculation, spaying or neutering of a pet may be waived or postponed as appropriate, if the necessity for such a waiver or postponement as appropriate, if the necessity for such a waiver or postponement is confirmed in writing by the Humane Society or a licensed Veterinarian. In such case, the pet must be kept inside the owner's unit, or under strict control when outside the unit.
- d. If a certificate referred to in sub-paragraph a) and b) is not available because a member has owned a pet for considerable length of time, then the certificate may be replaced by a written declaration that the pet has been inoculated, spayed or neutered as appropriate.

### **Control:**

#### 1. Nuisance:

- a. **STOOP AND SCOOP!!!** A member must clean up any mess created by pets residing or visiting the unit through natural body functions or otherwise. This must be done on a daily basis.
- b. A member must repair any damage to the property of another member of the Co-op caused by his/her pet.
- c. A member must control his/her pet to prevent any noise that disturbs other members.

#### 2. Control:

- a. Pets are not allowed in the Common Unit.
- b. Both dogs and cats (except pets referred to in paragraph 2) must be on a leash and in the control of a responsible person, while in the common outside areas of the Co-op.
- c. Both dogs and cats are allowed in backyards of the units only if properly secured by proper hooks and there must be a responsible person in the unit. Dogs and cat **cannot** be secured to tree, fences or exterior doors.

#### 3. Complaints and Penalties:

- a. Any member with a complaint about a pet should first approach the owner, verbally or in writing, to try to resolve the problem. If that is unsuccessful, the complaints should be put in writing and submitted to the office for the Board of Directors.
- b. When the Co-op received a written complaint about a member's pet, the Co-op will make a reasonable attempt to substantiate the complaint. If the complaint is substantiated, the Co-op will take appropriate action as follows:
  - i. For the first complaint, the Co-op will send a written warning.
  - ii. For the second complaint, a fine of \$50.00 will be imposed by the Co-op.
  - iii. For the third complaint, a fine of \$100.00 will be imposed by the Co-op; and the member will be served with a notice to Appear at a specified meeting of the Board of Directors to explain why he/she should not have permanently remove his/her pet.
- c. Fine are payable within 30 days of issuance. Failure to comply will result in the initiation of the succeeding level of action.
- d. Failure of a member to remove a pet when directed by the Board of Directors is grounds for termination of occupancy rights.