

1.4.1.1.9 Pet Policy

1.1 PURPOSE

The Corporation recognizes that tenants may choose to have pets live with them, and that pets can enrich lives. However, the rights of pet owning tenants must be balanced with the rights of non-pet owning tenants, and with the Corporation's management responsibilities.

2.1 DEFINITIONS

- a) 'Corporation' shall mean the Central Elgin Non-Profit Housing Corporation
- b) 'Council' shall mean the Council of the Corporation of the Municipality of Central Elgin
- c) 'Municipality' shall mean the Corporation of the Municipality of Central Elgin
- d) 'Secretary-Treasurer' shall mean the Secretary-Treasurer of the 'Corporation
- e) 'Tenant' shall mean those persons named in the lease
- f) 'Board' shall mean the Board of Directors of the Corporation
- g) 'Residential Unit' shall mean any living accommodation used or intended for use as rented residential premises as per the lease agreement
- h) 'Common Area' shall mean the entry way, corridors, stairwells, common room, laundry room, lawn, walkways, and parking lot

3.1 PURPOSE

Tenants must ensure that:

- a) Pets do not cause any problems for other tenants (e.g., noise),
- b) Pets are under proper control,
- c) There are no more than three pets per unit (contained plus non-contained) at any time,
- d) Pets do not cause damage to corporation property,
- e) They repair any damage to the property of another tenant or of the Corporation caused by their pets,
- f) They clean up after the bodily functions of their pets, and
- g) Pets meet all relevant local by-laws and legislations.

Onus is on the tenant to be a responsible pet owner, and for tenants to resolve pet problems between themselves.

The Corporation may charge tenants with the cost of fixing damage caused by pets, including removal of pet excrement that is not picked up by the pet owner.

The Residential Tenancies Act allows the Corporation to evict a tenant because of the behaviour of their pet. However, the Corporation must prove that the pet is "substantially interfering with the reasonable enjoyment of the residential complex", that the presence of the pet "has caused the landlord or tenant to suffer a serious allergic reaction", or that the presence of the animal is "inherently dangerous to the safety of the landlord or other tenants."

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3.1.1 Non-Contained Pets

Non-contained pets such as cats and dogs must be registered with the Corporation. The tenant must provide the following information for each:

- a) Name
- b) Species
- c) Sex
- d) Age
- e) Description including size and colour
- f) Proof of vaccination

All non-contained pets must always wear an identification tag per municipal requirements, and be on a leash, and in the control of a responsible person while in the common areas of the Corporation building, both interior and exterior.

3.1.2 Contained Pets

Contained pets in a cage, tank, or other container such as birds, fish, rabbits, and small rodents do not have to be registered with the Corporation. However, exotic pets, even if normally contained, must be registered with the Corporation. The Corporation reserves the right to not allow any pet or variety of pet which it deems to be potentially dangerous or destructive.

3.1.3 All Pets

- a) All pets six months of age or older must be spayed or neutered. A certificate indicating that spaying or neutering has taken place, issued by the Humane Society or a licensed veterinarian, must be filed with the Corporation when a pet is registered or within one month of the pet turning six months of age.
- b) The requirement for spaying or neutering of a pet may be waived or postponed, as appropriate, if the necessity for such a waiver or a postponement is confirmed in writing by the Humane Society or a licensed veterinarian.
- c) If a certificate referred to above is not available because a tenant has owned a pet for a considerable length of time, then the certificate may be replaced by a written declaration that the pet has been spayed or neutered.