Working for affordable housing

Gabriola Housing Society

gabriolahousing.ca

PET OWNERSHIP RULES

GENERAL

1. All tenants who keep a Pet must comply with these rules. No tenant may keep an animal within their Rental Unit or on the common area of the 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 Rental Unit.

DEFINITIONS

2. In these rules, the defined terms have the same meaning as in the Tenancy Agreement for the Rental Unit, except that:

A. “Pet” means any domesticated animal which is kept or fed
B. “Rental Unit” means the address stated in the Tenancy Agreement, including any patio adjacent to and accessible from the Rental Unit. All other areas are considered common areas of the residential property
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
E. “Emergency Guardian” means a person identified by the tenant who has agreed to care for the Pet if the tenant is unable.

PETS ALLOWED

3. A tenant may keep a total of 2 Pets - but only 1 dog - per Rental Unit. All Pets must be registered with the landlord.

4. The following are acceptable as Pets:

A. Birds including parakeets, budgies, canaries
B. Rabbits
C. Rodents
D. Cats
E. A Dog, except a Vicious or Dangerous Dog
F. Pets other than the above with the prior written approval of the Landlord.

5. The following are prohibited:

A. Livestock including chickens, and/or any animals intended for human consumption
B. Exotic animals including snakes, lizards, and spiders
C. Parrots
D. Fish and aquariums.

REGISTRATION OF PETS

6. Prior to keeping a Pet, a tenant must apply to the Landlord for registration. The application must include:

A. a description sufficient to identify the Pet, including a photo as appropriate
B. a certificate of vaccination, spay/ neuter, and municipal registration as applicable
C. the name, address and telephone number of the Pet's veterinarian, and
D. the name and telephone number of an Emergency Guardian who will care for the Pet if the tenant is unable to do so.

7. Pet registration applies to all Pets under a tenant's care, residing in the Rental Unit.

LANDLORD RIGHT OF REFUSAL

8. The Landlord may refuse an application to register a Pet:

A. if keeping the Pet will pose a serious threat to the health or safety of others, including other tenants or the Landlord
B. if the Pet will interfere with the peaceful and quiet enjoyment of other tenants of their Rental Units
C. if the tenant fails to provide all information required by these rules to the Landlord, and
D. at their discretion, provided the refusal is not unreasonable.

EMERGENCY ACCESS WHERE TENANT IS INCAPACITATED

9. In the event a tenant is incapacitated, the tenant consents that the Landlord will allow the Emergency Guardian access to the tenant's Rental Unit to remove and care for the Pet.

CHANGES TO INFORMATION

10. Every tenant who keeps a registered Pet will immediately advise the Landlord of any changes to any of the information on the registration.

RULES GOVERNING PETS

11. A tenant will:

A. ensure that the Pet is under the control of the tenant at all times which includes ensuring the Pet is on leash or in a Pet carrier when passing through common areas of the residential property
B. not chain or leave any Pet unattended anywhere on the residential property other than within the Rental Unit
C. immediately remove all waste deposited by the Pet on common areas of the residential property and on any patio of the Rental Unit
D. ensure that all waste from the Pet is bagged and placed directly in a garbage bin and not placed in compost or toilets; and
E. take sufficient and timely action to remove an infestation of fleas, lice, ticks or other external parasites from the tenant's Pet and the Rental Unit. The Landlord may undertake to have any affected premises treated by a professional pest control company and charge back all costs to the tenant.

LANDLORD ACCESS TO PREMISES

12. When the Landlord is required to enter the Rental Unit for maintenance work or otherwise (unless in an emergency), the tenant must either remove the Pet from the Rental Unit, or ensure the Pet is confined so as to not come into contact with the Landlord, or remain in the Rental Unit and keep the Pet under control at all times.

13. Subject to the requirements of the Residential Tenancy Act, the Landlord is entitled to enter any Rental Unit where a tenant keeps a Pet to inspect the Rental Unit and determine whether the tenant is complying with these rules.

14. A tenant keeping a Pet must comply with all applicable RDN and Islands Trust bylaws. Where these rules might conflict with any RDN or Islands Trust bylaw, the bylaw will govern.

REMOVAL OF PET

15. The Landlord may require a tenant to remove a Pet from the Rental Unit and common areas of the residential property, or the Landlord may end the tenancy agreement if:

A. the tenant breaches any of the rules or fails to care for the Pet.
B. the Pet:
    i) causes noise or odour which disturbs other tenants
    ii) bites, claws, aggressively pursues or otherwise harms any person or Pet; or
    iii) urinates or defecates anywhere on the residential property, outside of the Rental Unit or a specific area identified and clearly marked for that purpose by the Landlord.

LIABILITY OF TENANT

16. The tenant is liable for any damage done to their Rental Unit, the Rental Units of other tenants, or the common areas of the residential property and for any harm done to persons or Pets caused by the tenant's Pet or a Pet belonging to a guest of the tenant.

PET DEPOSIT

17. The landlord will collect a Pet Damage Deposit in the amount of half a month's rent.