

# LITTLE FALLS CO-OPERATING HOMES INC.

## Schedule L – Pet Policy

### **1 GENERAL**

- 1.1 Members are allowed to keep pets in the Co-op in accordance with this By-law. Pets must not interfere with the use or enjoyment by members of their unit or common areas, interior and exterior.
- 1.2 Pets of guests and visitors and temporary pets are subject to this By-law. Members are responsible for the pets of their guests and visitors and temporary pets.
- 1.3 Members with Pets that are temporarily staying in the Co-op for a period longer than 4 days are to inform the Co-op. Temporary Pets can remain in the Co-op for a period of up to 16 days.
- 1.4 If a member is in doubt about whether a pet is allowable and/or must be registered according to the Co-op's Pet By-law, it is the member's responsibility to consult the Co-op before allowing a pet in the Co-op.

### **2 CONTAINED PETS**

- 2.1 Pets that are normally contained in a cage, tank or other container may be kept in reasonable quantities and do not have to be registered with the Co-op. Examples of contained pets are birds, fish, rabbits and small rodents.

### **3 NON-CONTAINED PETS**

- 3.1 Non-contained pets may be kept in reasonable quantities (i.e. dogs and cats). Members are allowed to keep a maximum of one (1) dog and one (1) house cat per unit or two (2) house cats per unit.
- 3.2 Service Animals and Guide Dogs and are a special consideration and a reasonable quantity is 1 per person who needs a Service Animal or Guide Dog.
- 3.3 An animal is a service animal for a person with a disability:
  - a) if it is readily apparent that the animal is used by the person for the reasons relating to his or her disability; or
  - b) if the person provides a letter from a physician or nurse to the Co-op confirming that the person requires the animal for reasons relation to the disability

- 3.4 Guide Dog means a dog trained as a guide for a blind person and having the qualifications prescribed in the Blind Persons' Rights Act, Ontario Regulation 58.

#### **4. TYPES OF PETS THAT ARE NOT ALLOWED**

##### **4.1 TYPES OF DOGS**

Except as seeing-eye dogs, the following dogs are not permitted on Co-op property: Pit Bull Terriers, American Pit Bull Terrier, Pit Bull, Staffordshire bull terrier, American Staffordshire Terrier, Doberman, Rottweiler, Bull Mastiff; or any dog of mixed breeding which includes any of the aforementioned breeds.

##### **4.2 DESTRUCTIVE AND/OR DANGEROUS PETS**

The Board of Directors may refuse to allow members to keep any variety of pet which it considers to be potentially dangerous or destructive or a nuisance or unhealthy for a residential environment. Examples of such dangerous and destructive pets include unusual pets such as tarantulas, boa constrictors and cougars or other exotic pets. The Co-op can decide that pets which produce an amount of waste or debris that cannot be contained in a cage or that contaminates the member's unit or adjoining units with undue odour or other problems are unhealthy for a residential environment. Examples of such pets include domesticated livestock and pigeons.

##### **4.3 SIZE OF DOGS**

Except as Service Animals and guide dogs, dogs whose height of body frame when standing on all four legs exceeds 38 cm (15 inches) measured from the ground to the top of the shoulder, will not be permitted on Co-op Property. Larger dogs of visitors that exceeds 38cm (15 inches) are allowed to visit but cannot reside at the co-op.

#### **5 REGISTRATION**

- 5.1 Except as provided in Article 2, all pets must be registered with the Co-op in accordance with procedures established by the Board of Directors.

- 5.2 A pet that is prohibited by sections 4.2 or 6.1 of this Bylaw but that is registered with the Co-op effective the date of the passage of this By-Law may be permitted to remain in the Co-op by a resolution of the Board. In the event that the pet is not permitted to remain in the Co-op the Board will provide a reasonable amount of time for the pet to be relocated which will not be less than 65 days.

#### **6 CONDITION OF ANIMALS**

- 6.1 All pets 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 Humane 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 months of age.
- 6.2 The requirement for spaying or neutering of a pet may be waived or postponed by the Board of Directors, if the necessity for such a waiver or postponement is confirmed in writing by the Humane Society or a licensed veterinarian.
- 6.3 If a certificate referred to in sub-paragraph (6.2) is not available because a member has owned a pet for a considerable length of time, then the certificate may be replaced by a written, sworn declaration that the pet has been spayed or neutered.
- 6.4 Pet owners must protect their pets against parasites and diseases.

## **7 NUISANCE**

- 7.1 **STOOP AND SCOOP!** Members must clean up after the bodily functions of their pets. Bodily functions in common areas are only permitted in areas designated for that purpose by the Board from time to time.
- 7.2 Members must repair damage caused by their pets to the property of the Co-op, another resident or a guest or visitor of another resident.
- 7.3 Members must control their pets to prevent any noise or actions that unreasonably disturb other residents or their guests or visitors.

## **8 CONTROL**

- 8.1 Cats and dogs must be on a leash at all times and in the control of a responsible person, while in the common areas of the Co-op, interior and exterior. Free roaming animals will be removed from Co-op property.
- 8.2 The Board may require the owner of a pet to secure the snout of the animal at all times while in the common areas of the Co-op, by the use of a muzzle so as to prevent the animal from biting a person or animal.

## **9 COMPLAINTS**

- 9.1 A member with a complaint about a pet should first approach the owner of the pet and try to resolve the problem. If that is unsuccessful or if the member has a reason for not approaching the owner, the complaint should be put in writing and signed and submitted to the Co-op office. The complaint should specify what happened and either the attempt to resolve the problem with the owner or the reason for not making the attempt.
- 9.2 The Co-op will make a reasonable attempt to investigate the complaint and resolve the complaint with the pet owner.
- 9.3 The Co-op may recommend muzzling of a problem pet.

## **10 REMOVAL OF A PET**

- 10.1 The Board may consider a decision that directs the removal of a pet from the Co-op by the member(s) responsible for the pet if:
- i a problem with the pet persists
  - ii there are repeated problems with the pet
  - iii there is concern that the pet is dangerous or destructive
  - iv the member(s) responsible for the pet have failed to register or document their pet after a request from the Co-op to do so; or
  - vi the member(s) have breached this By-law in other ways
- 10.2 If the Board is going to consider such a decision, the member(s) responsible for the pet will be served with a Notice to Consider Terminating Membership and Occupancy Rights at a specified meeting of the Board where the decision will be considered. As much as possible, the procedure set out in Article 9.3 of the Occupancy By-law will be used.
- 10.3 Failure to remove a pet when directed by the Board is grounds for eviction.

*Passed by the Board of Directors of the Co-operative at a meeting properly held on May 12, 2016 and confirmed by at least two thirds of the votes cast at a general meeting of members of the Co-operative properly held on June 23, 2016.*

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Recording Secretary

# LITTLE FALLS CO-OPERATIVE HOMES

5 SOUTHVALE ROAD, ST. MARYS, ONTARIO N4X 1E9

Phone: (519)284-0499 Fax: (519)284-0161

## Pet Policy Registration Form

By signing this document, I am confirming that all the information provided is true. I have read and understood the Co-op's pet by-law and I give authorization to the Co-op to verify that my pet has received the appropriate vaccinations and is spayed/neutered

Member(s)	Unit #	Signature(s)

Vet Clinic name \_\_\_\_\_ Phone # \_\_\_\_\_

Please list below the animals that will reside with the member(s):

Pet Name	Dog/Cat/Other	Breed	Description

Evidence provided for neutered/spayed animals?	Yes	No	Date of procedure
Evidence provided for vaccination (Rabies, Distemper, Feline Respiratory Disease, other as recommended by veterinarian)	Yes	No	Date