
Nepean Housing Corporation

Pet Policy

Policy: 2012 – 03

1.0 Summary

Nepean Housing Corporation (NHC) recognizes that pets enrich the lives of residents and can provide valuable assistance as service animals. However, the rights of pet owners must be balanced with the reasonable enjoyment of other residents and the management rights and responsibilities of NHC.

2.0 Purpose/Objective

The objective of this policy is to set out the policies, practices and procedures of NHC in providing peaceful enjoyment of the premises to residents. This policy establishes guidelines and procedures for pet owners which will be applied fairly and consistently to all residents of NHC.

3.0 Rationale for Policy

The Residential Tenancies Act and City of Ottawa by-law, *Respecting Animal Care and Control By-law No. 2003 – 77*, outline Landlord and Resident responsibilities for the care, control and custody of pets. Both parties must recognize and adhere to those responsibilities as detailed following. This policy establishes guidelines and procedures for pet owners, neighbours and NHC which will be applied fairly and consistently to all residents of NHC.

4.0 Scope and Application

This policy applies to all NHC residents with pets. Implementation of the policy is the responsibility of all staff, who must advise residents and NHC management of issues as they arise, and with the Directors of Administration and Property to formally address the issue with the respective resident(s).

5.0 Principles

NHC will apply the policy mindful of individual circumstances and the requirements of the Residential Tenancies Act, AODA and municipal by-laws.

6.0 Policy

NHC's leases contain the following clause:

3.02 If you decide to keep a pet, you are responsible for your pet's actions. You will not allow your pet or any pet you bring on the premises to disturb the reasonable enjoyment of the premises by us or other residents. You agree that you will be responsible for the cost of repair of any damage or any loss which may be caused by your pet. You agree that you will adhere to "stoop and scoop" requirements.

The Residential Tenancies Act allows for evictions if:

- the past behaviour of an animal of that species has substantially interfered with the reasonable enjoyment of the residential complex for all usual purposes by the landlord or other tenants;
- the presence of an animal of that species has caused the landlord or another tenant to suffer a serious allergic reaction; or
- the presence of an animal of that species or breed is inherently dangerous to the safety of the landlord or the other tenants.

RESTRICTIONS

No more than three (3) household pets (combination of cats and/or dogs) are allowed.

Pets must be registered with NHC using the Pet Identification Form. The resident will receive a copy of the completed form for their records. The resident must provide the following information for each pet:

- species of pet
- description, including size and colour of the pet

NHC will record this information so that it is available to staff and/or contractors entering the unit for authorized activities (inspections, unit showings, etc.).

Contained pets (for example, hamsters, guinea pigs, birds) may be kept in reasonable quantities according to municipal by-laws and do not have to be registered with NHC.

Exotic pets, wildlife or livestock are prohibited (see Schedule B following).

RESPONSIBILITIES

Residents are required to adhere to all municipal pet regulations including licensing, vaccination and cleaning up after their pets.

Residents are encouraged to have all household pets six months of age or older spayed or neutered.

Residents residing in the building prior to the enactment of this policy will have their animals “grandfathered” into this policy and these pets may live out their lives at NHC. However, the resident is prohibited from adding additional pets to the household until the number of pets in the unit meets or is lower than the number of pets defined in this policy. Once that occurs, the “grandfather” clause will lapse.

Residents who acquire a prohibited pet(s) or exceed the restrictions on the number of pets outlined in this policy after initial occupancy will have 30 days

from the discovery of the animal(s) to relocate them, or the resident could face legal action under Residential Tenancies Act.

ALL pets must be on a leash, in a cage or under physical control of the owner at all times while in the hallway, elevator, entryways, stairways and any other common areas of the building or NHC property. NO pets are permitted to roam. Leashes/tethers must not extend onto common areas or neighbouring yards (see *By-law No. 2003 – 77* for further information related to leashes/tethers).

In addition to the above requirements, “grandfathered” residents who own dogs identified as or resembling “pit bulls” must abide by the Dog Owner’s Liability Act and must muzzle their animal(s) when in common areas and public spaces.

No pets, with the exception of service animals, will be allowed within the laundry room or common rooms of the building.

Exterior pet houses are not permitted. All pets must be housed within the resident’s unit.

Residents must clean up after their pets in common areas, on lawns and the yard area of the housing unit (if applicable). All noted areas must be kept clean of all animal excrement. Pet droppings, **except for litter**, must be scooped and flushed. In apartment buildings, litter must be double wrapped and taken to the main floor garbage chute. In townhouses, litter may be placed in the green bin.

Residents are responsible financially for the repair of any damage to property whether within the resident’s unit, common and/or exterior areas, or other resident’s units, caused by their pets. NHC will charge residents with the cost of repairing damage caused by their pets, including removal of pet excrement that is not picked up by the pet owner and damage/destruction of grass, trees or other vegetation.

Residents must ensure that their pet’s noise, odours and/or behaviour do not disturb other residents.

CARE OF PETS

Every resident that has a pet will commit to providing or arranging for the animal to be provided with adequate care as may be required to meet the needs of the pet and as defined in *By-law No. 2003 – 77*.

If an animal is found to be kept in unsanitary conditions (accumulation of fecal matter, odour, or insect infestation) which endanger the health of any person or animal or which disturbs the enjoyment of others, the municipal animal control officer will be informed. If the issue is not resolved to the satisfaction of NHC,

legal proceedings through the Landlord and Tenant Board may follow. NHC will deal with each situation on an individual basis.

All pet owners must make arrangements for their pets when they are away, hospitalized or otherwise not able to care for the pet. Residents may wish to consider friends, relative or caseworkers as alternate caregivers. Residents are responsible to provide access to the caregiver. If the caregiver has forgotten or misplaced the keys, NHC will not grant entry to the unit to non-leaseholders unless specifically authorized in writing by the resident.

It is not the responsibility of NHC to care for pets. If it is discovered that animals in a unit are not being cared for, the Human Society will be called. The fee for this service will be billed to the resident.

All unidentified animals running at large within the complex should be reported to NHC immediately, or, when the office is closed, municipal by-law officers (dial 311). If a pet harms (attacking or biting) or intimidates someone, the incident must be reported to NHC immediately, or, when the office is closed, municipal by-law officers (dial 311). Depending on the seriousness of the incident, it could result in legal and/or eviction proceedings against the pet owner.

COMPLAINT PROCESS

When an alleged violation of *Restrictions, Responsibilities* and/or *Care of Pet* is observed, the witness will, if practical, address the issue with the resident. If it is not practical to do so, the witness will advise the Director of Administration or the Director of Property in writing of the violation. Such reports will include as much detail as possible, such as the name and address of the pet owner, the nature of the violation, the date and time of the incident, and the names and addresses of any other witnesses.

The Director will review the report and may proceed with one or more of the following:

- call the witness(es) to verify/clarify the information
- call the pet owner to discuss the incident
- confer with Maintenance staff to determine the history of the pet
- write a letter to the witness to confirm receipt of the complaint and requirement for record-keeping
- write a letter to the pet owner to advise of the complaint and potential consequences
- send a notice of termination for serious, substantiated violations

7.0 Authority/Responsibilities

The Director of Administration and the Director of Property have the authority to deal with issues related to their areas of responsibility, as well as any responsibilities within their department and financial authority.

The Executive Director (ED) has the authority to deal with issues for direct reports and all other staff in the absence of the Director(s), as well as any responsibilities within those departments and within the ED's financial authority. The ED is responsible for ensuring all staff are trained and adhere to the policy. The ED has ultimate responsibility for circulating and explaining the policy, or designating this responsibility, to all staff, the Board, volunteers, and other affected parties, as well as for the implementation of the policy.

Revision Log

Version #	Version Date	Summary of Change	
1.1	22 Feb 2012	First Draft	



PET AGREEMENT / REGISTRATION

Tenants who have pet(s) are responsible for their pets and agree to abide by the Nepean Housing Corporation Pet Policy (available upon request), the City of Ottawa By-Law Office and Animal Care Control, Municipal Law Enforcement, the Ottawa Humane Society, and the Ontario Society for the Prevention of Cruelty to Animals.

Tenant Name: _____

Phone # (Home/Work): _____

Address: _____

TYPE OF PET (Dog/Cat...)	BREED	NAME OF PET

Is your pet currently licensed? Yes or No
 Is your pet vaccinated? Yes or No
 Is your pet spayed or neutered? Yes or No

 Tenant Signature

 Date

City of Ottawa By-Law Respecting Animal Care and Control By-law No. 2003 – 77***SCHEDULE "B"*****PROHIBITED ANIMALS**

- 1 All protected or endangered animals being all animals, native or non-native, whose possession or sale is prohibited because they are designated as protected or endangered pursuant to an international, federal, or provincial law, regulation, rule or agreement, unless the animal has been obtained in accordance with international, federal or provincial law, as applicable, and if the animal is not identified in this Schedule.
- 2 All dogs, other than domesticated dogs (*Canis familiaris*) including but not limited to: wolf, fox, coyote, hyaena, dingo, jackal, raccoon dog, bush dog, and any hybrid offspring of a wild dog and domesticated dog.
- 3 All cats other than domesticated cats (*Felis catus*) including but not limited to: lion, tiger, leopard, ocelot, jaguar, puma, panther, mountain lion, cheetah, wild cat, cougar, bobcat, lynx, serval, and any hybrid offspring of a wild cat and domesticated cat.
- 4 All bears, including polar, grizzly, brown and black bear.
- 5 All fur bearing animals of the family Mustelidae including, but not limited to weasel, marten, mink, badger, ermine, skunk, otter, pole cat, wolverine, except the domestic ferret (*Putorius furo*).
- 6 All Procyonidae, including raccoon, kinkajou, cacomistle, cat-bear, panda and coatimundi.
- 7 All carnivorous mammals of the family Viverridae including, but not limited to, civet, mongoose, and genet.
- 8 All bats (Chiroptera).
- 9 All non-human primates, including, but not limited to, monkey, ape, chimpanzee, gorilla and lemur.
- 10 All squirrels (Sciuridae).
- 11 Reptiles (Reptilia)
 - (a all Helodermatidae (gila monster and Mexican bearded lizard);
)
 - (b all front-fanged venomous snakes, even if de venomized, including, but not
) limited to,
 - (i) all Viperidae (viper, pit viper),
 - (ii) all Elapidae (cobra, mamba, krait, coral snake),

- (iii) all Atractaspididae (African burrowing asp),
 - (iv) all Hydrophiidae (sea snake), and
 - (v) all Laticaudidae (sea krait).
 - (c) all venomous, mid- or rear-fanged, Duvernoy-glanded members of the family Colubridae, even if de-venomized,
 - (d) any member or hybrid offspring of the family Boidae, including but, not limited) to the common or green anaconda and yellow anaconda, save and except members of the family Boidae reaching an adult length of no greater than two (2) meters,
 - (e) any member of the family Pythonidae, including but, not limited to the African) rock python, the Indian or Burmese python, the Amethystine or scrub python, save and except members of the family Pythonidae reaching an adult length of no greater than two (2) meters,
 - (f) any member of the family Varanidae, including but, not limited to the white throated monitor, the water monitor, the Komodo monitor or dragon, the Bornean earless monitor, the Nile monitor, the crocodile monitor, save and except members of the family Varanidae reaching an adult length of no greater than one (1) meter,
 - (g) any member of the family Iguanidae, including the green or common iguana,)
 - (h) any member of the family Teiidae, including but not limited to the golden,) common or black and white tegu,
 - (i) all members of the family Chelydridae, including snapping turtle and alligator snapping turtle,
 - (j) all members of the order Crocodylia, including, but not limited to alligator, caiman and crocodile,
 - (k) all other snakes that reach an adult length larger than three meters, and
 - (l) all other lizards that reach an adult length larger than two meters.
- 12 (1) Birds (Aves)
- (a) all predatory or large birds (Accipitrids, Cathartids), including but not limited to eagle, hawk, falcon, owl, vulture and condor,
 - (b) anseriformes including but not limited to ducks, geese and swans,
 - (c) galliformes including but not limited to pheasants, grouse, guinea fowl and turkeys, and
 - (d) struthioniformes including but not limited to flightless ratites such as

ostriches, rheas, cassowaries, emus and kiwis.

(2 Paragraphs (a) to (d) inclusive in subsection (1) do not apply if the birds are) kept as livestock pursuant to Section 74 of this by-law.

13 Arachnida and Chilopoda

(a) all venomous spiders including, but not limited to tarantula, black widow and solifugid, scorpion, save and except the exception of the following species of tarantula: Chilean Rose (*Grammostola rosea*), Mexican Red-Knee (*Brachypelma smithi*), Pink-Toed (*Avicularia avicularia*), and

(b) all venomous arthropods including, but not limited to centipede.

14 All large rodents (Rodentia), including, but not limited to gopher, muskrat, paca, groundhog, marmot, beaver, prairie dog, viscacha, and porcupine.

15 All even-toed ungulates (Artiodactyla) other than domestic sheep, including but not limited to antelope, giraffe and hippopotamus.

16 All odd-toed ungulates (Perissodactyla) other than domesticated horses (*Equus caballus*), including but not limited to zebra, rhinoceros and tapir.

17 All marsupials, including but not limited to, Tasmanian devil, bandicoot, kangaroo, wallaby, opossum, wombat, koala bear, cuscus, numbat and pigmy, sugar and greater glider.

18 Sea mammals (Cetacea, Pinnipedia and Sirenia), including but not limited to, dolphin, whale, seal, sea lion and walrus.

19 All elephants (Proboscidea).

20 All hyrax (Hyracoidea).

21 All pangolin (Pholidota).

22 All sloth and armadillo (Edentata).

23 All insectivorous mammals (Insectivora), including aardvark (*Tubulidentata*), anteater, shrew, otter shrew, mole and hedge hog.

24 Gliding lemur (Dermoptera).

25 All other venomous or poisonous animals.