

Prince Edward – Lennox & Addington (PELA) Social Housing

Policy name	<i>Pets</i>
Policy number	<i>P03-2014</i>
Date	<i>May 7, 2013</i>
Date reviewed or revised	<i>February 26, 2014</i>
References	<i>PELA Social Housing Tenancy Agreement Town of Greater Napanee By-Law County of Prince Edward By-Law Stone Mills Township By-Law Addington Highlands Township By-Law</i>

Purpose:

The purpose of the Policy is to provide staff and tenants with guidelines designed to protect the safety of tenants and staff and to uphold the physical integrity of the residential properties.

Scope: This policy applies to all tenants of PELA Social Housing & their guests.

Definitions:

Pet – any animal or bird kept for companionship or pleasure.

Assistive /Aid Animal – an animal which provides assistance, service, or support to a person with disabilities and which is needed as a reasonable accommodation to such individual with disabilities (for example, a dog guiding an individual with impaired vision or alerting an individual with impaired hearing).

Breeder – a person who operates a kennel to breed animals on his or her property as a home occupation and who, for this purpose, keeps more than the maximum allowable number of any animal.

Common area/room: the areas not leased by individuals of the property, but shared by all who rent. Common areas may include hallways, recreation facilities, outdoor space, parking, landscaping, fences, laundry rooms and all other jointly used space.

Leash – a restraining device of sufficient strength and material for holding a dog.

Muzzle – a humane fastening or covering device of adequate strength over the mouth to prevent a dog from biting.

Vicious or dangerous dog – any individual dog that has killed a domestic animal; or has bitten or injured a human being or domestic animal; or has been threatening or aggressive towards a human being or domestic animal.

Tenant – a person who has signed a Tenancy Agreement and who enjoys all of the rights and responsibilities of tenancy.

Policy:

Types and Number of Pets Allowed:

On the effective date of this policy, tenants will be allowed a maximum of two pets. All pets must be listed on the Annual Household Composition, Income & Asset Declaration Form (including caged animals). An Assistive Animal shall be counted in the number of pets kept in a household.

Tenants who own more than the number of pets permitted at the time this policy is implemented may keep those pets as long as they were kept in compliance with a pre-existing pet policy. This exception applies only to currently owned pets; therefore when one currently-owned pet leaves the household, the resident may not replace the pet but must comply with the new policy.

Livestock and non-domestic pets are not permitted.

Pets of a vicious, dangerous or aggressive disposition deemed by PELA Social Housing to be potentially harmful to the health and safety of others are prohibited.

No person shall own or breed a pit bull or a related breed on leased premises.

Pet Ownership:

The tenant shall be responsible for insuring proper care and control of the pet and the rights of other tenants, staff, and contractors to peace and quiet enjoyment, health, and/or safety are not infringed upon or diminished by his/her pet's noise, odors, wastes, or other nuisance.

Pets are **NOT** permitted in the common rooms of the buildings. Animals must be controlled on a leash or in suitable portable cages in other common areas (i.e. hallways)

No breeding of any animal is permitted anywhere within or on PELA property.

The tenant shall be responsible for proper care, including but not limited to flea control, yearly inoculations (certifications of which must be presented to PELA Social Housing upon request.)

The tenant shall keep the residence and surrounding areas free of pet odors, insect infestation, waste and litter and maintain the residence and surrounding properties sanitary at all times.

The tenant shall be responsible for cleaning up after their pet anywhere on PELA Social Housing property. Pet waste shall be bagged and disposed of in appropriate trash receptacles. Pet litter shall **NOT** be deposited in the toilet.

Dogs and cats shall be registered and wear a collar with a tag identifying the pet and its owner.

The tenant shall promptly, upon receipt of a bill, pay for the cost of all materials and/or labor for repair of any damage caused by their pet including removal of feces.

The tenant shall be responsible for any pet-related insect infestation, upon receipt of the bill, pay for all materials and/or labor used for necessary extermination.

No pet is to be neglected. The tenant shall designate one or more persons as an emergency contact that can tend to the pet if the tenant is unable to do so. In instances where a pet appears to have been abandoned and an emergency contact cannot be located, PELA Social Housing will be the sole judge and will take appropriate emergency action and may immediately enter the unit without notice.

PELA Social Housing shall be responsible for maintaining records required by this policy including all pertinent pet-related information and documents supplied by tenants, periodic unit inspections, investigation of complaints regarding pets, billing for damages caused by pets and scheduling of repairs required because of pet action.

Tenants shall not alter their apartment, patio or other area to create an enclosure for a pet.

Tenants are prohibited from feeding or harboring stray animals.

All complaints by other tenants or staff regarding pets shall be referred to the PELA Social Housing office.

All tenants must abide by Town of Greater Napanee, County of Prince Edward, Stone Mills Township and Addington Highlands By-laws with respect to animal care and control.

Tenants will be responsible for all of their guests.

Procedure:

1. PELA Social Housing will ensure that all tenants are provided with a copy of the policy.
2. Staff will respond to any questions or issues from the tenants related to the policy.
3. If PELA Social Housing determines that the tenant is in violation of this policy and the presence of a pet constitutes a risk of damage to the premises, or creates a threat to the health and safety of any member of the staff, residents, household members or guests, PELA Social Housing may require the removal of the resident's pet, upon 48 hours written notice. PELA Social Housing reserves the right to immediately remove the pets from the property and to charge tenants for any associated costs.
4. In the case of a vicious dog, PELA Social Housing may make a complaint with the Municipal Animal Control Services.
5. PELA Social Housing has the right to seek action from the Landlord Tenant Board if a Tenant refuses to comply with policy.