

Rule 20 - Pet Rules

- 20. a)** No animals, reptiles, rodents, livestock or fowl of any kind shall be permitted within any unit or common element area, other than two (2) pets per dwelling unit (ie. either two of the same kind of pet, or two different kinds of pets, but in no case more than one aquarium having a size/capacity not exceeding 30 gallons/113.6 litres), with the term “pet” being defined restrictively to include only the following, namely:
- (i)** a bird, provided same is kept in a cage or other appropriate enclosure at all times;
 - (ii)** a hamster, a gerbil, a guinea pig, a mouse or a similar sized rodent, provided same is kept in a cage or other appropriate enclosure at all times;
 - (iii)** a non-venomous/non-poisonous reptile not exceeding 36 inches or 91.44 centimetres in length, and provided same is kept in a cage or other appropriate enclosure at all times;
 - (iv)** an aquarium of fish not exceeding a 30 gallon/113.6 litre tank;
 - (v)** a cat, a ferret or a rabbit; and
 - (vi)** a dog, fully grown, not to exceed 25 inches or 64 centimetres in height at withers (being the ridge between the shoulder blades of a four legged animal), nor a dog that behaves aggressively or that lunges at people or at other animals or that acts in a manner that would disturb the quiet enjoyment of residents or cause damage to the common elements.

The board of directors reserves the right to review and consider special circumstances to approve of any animals outside of the aforementioned “pet” definition. Such discretion may be exercised in consultation with a “pet committee” comprised of both non-pet owners and pet owners, and who correspondingly own or reside within any of the dwelling units in this Condominium. A resident or prospective resident may request the board’s consideration of an exemption to the foregoing restrictions, for any dog that exceeds the aforementioned size/height limit, by making a formal request in writing to the board or the Condominium’s property manager, and submitting supporting documentation along with said request (ie. in the form of a professional behavioural assessment of the dog and evidence of its accredited certified training), and the board shall endeavor to respond to such request within ten (10) business days thereafter. Residents who have any questions, concerns or complaints about pets should forward same in writing directly to the Condominium’s property manager.

- b)** A “service animal” which assists any resident of this Condominium with a disability shall not be deemed to be a pet, and shall correspondingly be allowed within the disabled resident’s dwelling unit and any part of the common elements. An animal will qualify as a “service animal”, if:
- (i)** it is readily apparent that the animal is used by a disabled resident of this Condominium for reasons relating to his or her disability; or
 - (ii)** the disabled resident provides a letter from a physician or nurse confirming that the person requires the animal for reasons relating to his or her disability.

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c) No pet that is deemed to be a nuisance by the board of directors or the Condominium's property manager (in their respective sole and absolute discretion) shall be kept by any owner or resident in any dwelling unit or in any part of the common elements. Any pet to be a nuisance shall be removed permanently from the condominium property within two weeks after receiving a written request from the board of directors or the Condominium's property manager to do so. A pet shall be deemed a nuisance as a result of any of the following behaviours (which are not intended to comprise an exhaustive list), namely:

- (i)** lunging or otherwise acting aggressively to a resident, guest or representative of the Corporation;
- (ii)** physically harming a resident, guest or staff member without provocation;
- (iii)** acting aggressively or harming or interfering with another pet or service animal;
- (iv)** disturbing the quiet enjoyment of any of the residents; or
- (v)** causing damage to any portion of the common elements.

d) Pets shall not be allowed to defecate and/or urinate upon or within any unit or common element area. Unit owners or residents who are responsible for the care of a pet shall be obliged to clean up any mess caused by said pet, immediately thereafter. Failure to clean up after a pet may lead to the pet being deemed a nuisance.

e) Every owner or resident who has a pet shall be responsible for immediately reimbursing the Corporation for all costs and expenses incurred by or on behalf of the Condominium to clean or repair any mess or damage caused by their pet to the common elements (including any exclusive use common element areas), and any pet that causes the Condominium to incur or bear any significant or undue cleaning expense shall be deemed a nuisance.

f) Pets shall not be allowed to roam free outside of the confines of any dwelling unit, nor be tethered anywhere within the indoor and/or outdoor common elements. No pet shall be left unattended on any patio, balcony or terrace.

g) All pets must be on leash and under control, or otherwise adequately constrained (eg. within a cage or carrying case or pet carrier) whenever such pets are physically within any of the indoor and/or outdoor common element areas, at all times, so as not to intimidate, make contact with or otherwise unreasonably disturb the quiet enjoyment of the residents and/or their guests within the indoor and outdoor common elements.

h) All pets must be registered with property management.

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i) Pets shall not be kept, bred, or used for any commercial purpose, within any unit and/or the common elements.

j) No unit owner or resident shall permit or suffer the infestation of his or her unit (or any exclusive use common element area with respect thereto) by pests, insects, rodents or other vermin. Failure to comply with the foregoing, or failure to report such infestation to the board of directors as soon as the owner or resident is aware of same, will render such owner or resident liable for all costs and expenses incurred in having to eradicate such infestation from any unit(s) and/or common element area.

k) A failure to adhere to all of the aforementioned animal/pet rules will result in consequences which may ultimately lead to the non-compliant unit owner or resident being responsible for: (i) reimbursing the Corporation for its legal fees and disbursements incurred in enforcing said rules, and (ii) removing the pet from the Condominium altogether. Consequences for non-compliance with the aforementioned animal/pet rules can be (but are not limited to) any one or more of the following notices and/or steps, which can be escalated to any of the other steps outlined below, at the sole option and discretion of the Corporation or the Condominium's property management, namely:

- (i)** notification in writing from property management to the resident of the unit, giving said resident seven (7) days to rectify the violation and to formally confirm or signify such resident's willingness to abide by the aforementioned animal/pet rules in the future;
- (ii)** notification in writing from property management to the resident and, if relevant, the off-site unit owner, requiring written acknowledgement of receipt of such notice and a commitment that the recipient will comply with the aforementioned animal/pet rules within two (2) days;
- (iii)** notification in writing from the Corporation's lawyer requiring compliance with the aforementioned animal/pet rules, and with the cost of the legal fees so incurred by the Condominium as a result of the violation to be billed to the unit owner [and if this notice of violation is served upon a tenant of the unit, then the non-resident owner will also be sent a notification, and if said tenant fails to pay or reimburse the Condominium for the legal fees so incurred in enforcing compliance with the aforementioned animal/pet rules, then the unit owner shall be held responsible for the payment of same]; and
- (iv)** the Corporation's lawyer may commence enforcement proceedings against the delinquent or offending unit owner, resident, tenant or guest, in accordance with the provisions of the *Condominium Act 1998, S.O. 1998, as amended*, and reimbursement of all legal fees and disbursements incurred in connection with any such proceedings (together with any damages incurred as a consequence of the offence) shall be sought and claimed against the offending party.