**Mariner’s Co-operative Homes (Leamington) Inc.**

**Pet By-Law No. 21**

A by-law which contains the rights and obligations of the co-op and Members in regards to Pets at

Mariners Co-operative Homes Inc.

Passed by the Board of Directors on the 29th day of January 2019.

Confirmed by the Members on the day of

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**Article 1. Guidelines**

* 1. **General**

1. Members are allowed to keep pets in the Co-op. All pets contained or uncontained must be registered with the office and pay a $25 damage deposit. This deposit will be refunded thirty (30) days after the pet’s occupancy has been terminated, providing the unit passes inspection by the Maintenance Committee, or in the absence of a Maintenance Committee, a Member of the Board of Directors. The member is responsible for any damage caused by their pets.
2. Members are allowed to keep **TWO** pets comprised of any variation to cat or dog. The cat(s) **MUST** be domestic (house cat) and the dog(s) can be no higher than 24” measured from the ground to the top of shoulder.
3. The only exemption to the Pet By-Law is for a Working Dog, Seeing Eye Dog and a Dog Guide. These pets must have proper identification such as: International Health Certificate, Vaccination Certificate, Neuter Certificate or any other documentation that relates with a Working Dog, Seeing Dog, Seeing Eye Dog and a Dog Guide.
4. If a Member is in doubt as to whether a pet is allowable and/or must be registered according to the Co-op’s pet By-Law, it is his/her responsibility to consult the By-Law or the Office Co-ordinator before acquiring the pet.
5. Members who have pet(s) contravening this By-Law when the by-law is passed will be allowed to keep the pet(s) provided they do not pose a danger. Example: Dog larger than allowed. Please note that this exception will be for this Pet only and not for future pets including their litter.
   1. **Contained Pets**

Pets are normally contained in a cage, tank or other containers may be kept in reasonable quantities and do not have to be registered with the co-op. Example of contained pets are small birds (not parrots), fish and small rodents. When in question, reasonable quantities will be determined by the Board of Directions.

* 1. **Exotic Pets**

No exotic pets are allowed. The Co-op reserves the right to disallow any pet or variety of pet, which it deems to be potentially dangerous or destructive.

* 1. **Destructive/Dangerous Pets**

The co-op reserves the right to disallow any pet or variety of pet which it deems to be

potentially dangerous or destructive. Examples of such pets include, but are not limited to,

tarantulas, boa constrictors, cougars and vicious dogs.

* 1. **Responsibilities of Pet Owners**

1. All members having pets are responsible for all damages incurred by their pets. A member must repair any damage to the unit and/or the property of the co-op or another member of the co-op caused by their pet.
2. **Stoop & Scoop!!!** A member must clean up any mess created by their pets through natural body functions or otherwise. **THIS MUST BE DONE ON A DAILY BASIS**!
3. A member must control their pet to prevent any noise that disturbs other members.
4. Members must always be in control of their pets on co-op property. Members must have their dog(s) leashed when outside anywhere on the co-op property.
5. All pets must be in control of a responsible person while outside on the co-op property. A responsible person is defined as twelve (12) years of age or older and able to control the pet. Pets must not be left tied or chained and unattended in the backyard or front yard for an extended period of time.
6. When cleaning litter boxes, the garbage must be double bagged before putting in the waste container.
7. **ALL PETS MUST BE BROUGHT INDOORS BETWEEN 11:00PM TO 8:00AM.**
   1. **Visitors**

Member’s guests will only be allowed to bring their pets if they meet the criterial as set forth in this By-Law. Visiting pets are not permitted for a consecutive period of 72 hours and must provide proof of valid vaccination certificate unless notification is given to the Office Coordinator in writing, or the Board of Directors when the office is not open.

* 1. **Conditions of Animals**

1. Pet Owners must protect their pet against parasites (including fleas) and diseases. A certificate of inoculation again rabies and distemper for all mammals, plus F.E.R for cats and hepatitis for dogs, must be filed with the co-op at the time the pet is registered or when it has reached three (3) months of age, and annually thereafter.
2. All cats six months or older must be sprayed or neutered. A certificate indicating that the spraying or neutering has taken place, issued by the Humane Society or a licensed Veterinarian, must be filed with the co-op when the pet is registered or within one (1) month of the pet turning six (6) months of age.
3. Breeding animals within the co-op is prohibited.
   1. **Registration**

All pets must be registered with the co-op office. When registering a pet each member must sign an agreement to abide by this by-law and any decision made by the co-op regarding their pet. Before signing the agreement, the member must provide for each pet the following information: type of animal, name, approximate age, license number, inoculation certificate, plus any such other information the co-op may require. Registration must be provided to the co-op within twenty-four (24) hours of acquiring the pet.

* 1. **Complaints and Penalties**

1. Any member with a complaint about a pet should first approach the owner and try to resolve the problem. If that is unsuccessful, the complaint should be in writing and submitted to the Co-op office.
2. When the Co-op receives a written complaint about a member’s pet, the Co-op will make a reasonable attempt to investigate the complaint. If the complaint is substantiated, the Co-op will take appropriate action as follows:
3. For the first complaint, the Co-op will send a written warning,
4. For the second complaint, a fine of $50.00 will be imposed by the Co-op.
5. For the third complaint, a fine of $100.00 will be imposed by the Co-op, and a member will be served with a Notice to Appear at a specified meeting of the Board to explain why he/she should or should not have to permanently remove his/her pet.
6. A fourth complaint could result in the decision to permanently remove the pet.
7. Failure of a member to remove a pet when directed by the Board, is grounds for termination of occupancy rights.
8. Failure of a guest/visitor to remove a pet when directed by the Board is grounds for termination of Occupancy Rights for the member(s) of which they are a guest/visitor.
   1. **Inspections/Notices**
9. When receiving inspection or notices for work in your unit, it is the member’s responsibility to ensure their pets are locked up during that time period if you are not home. If you are home once the person/people stated in the notice arrives you are to secure your pet. Your pets are your responsibility and having a pet should not affect having someone enter your home to complete work, inspections etc. when notice has been given. It is the members responsibility to make arrangements for their pets. There are no exceptions to this.
10. The Board retains the right to inspect a unit with a proper notice based on a complaint.
11. For damages incurred by your pet(s) the member will incur all charges for any necessary repairs. Failure to address any unacceptable condition and incurred expense will constitute grounds for termination of Occupancy and Membership Rights.

CERTIFIED to be a true copy of By-law No. 9 of Mariner’s Co-operative Homes (Leamington) Inc., passed by the Board of Directors on a meeting held on the 22thday of January 22, 2019 and confirmed by a two-thirds vote at a meeting of members held on the \_\_\_\_day of \_\_\_\_\_\_\_\_\_\_\_2019.

Secretary

MARINER’S CO-OPERATIVE HOMES INC.

PET REGISTRATION FORM

NAME OF MEMBER(S) OWNER \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

ADDRESS \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ HOME PHONE\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

WORK PHONE\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

PET # 1 PET # 2

TYPE OF PET \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

NAME OF PET \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

SEX OF PET \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

LICENSE # \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ , \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

BREED \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

DESCRIPTION (INCLUDE SIZE, COLOUR, ANY SPECIAL MARKINGS OR

DISTINGUISHING FEATURES)

Height at shoulder \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

CERTIFICATE OF SPAYING OR NEUTERING PROVIDED \_\_\_\_\_\_\_\_\_\_\_\_, \_\_\_\_\_\_\_\_\_\_\_\_

RECORD OF VACCINATION:

RABIES \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
  
 OTHER \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

DECLARATION BY PET OWNER

AS OWNER OF THE ABOVE ANIMAL(S), I DECLARE THAT I HAVE RECEIVED A COPY OF THE PET BY-LAW AND AGREE TO ABIDE BY THOSE STANDARDS. I UNDERSTAND THAT FAILURE TO ABIDE BY THE BY-LAWS MAY LEAD TO THE REMOVAL OF THE OFFENDING ANIMAL. I FURTHER UNDERSTAND THAT MY FAILURE TO ABIDE BY ANY ACTION OR ORDER ISSUED BY THE CO-OP IN REGARD TO MY ANIMAL MAY LEAD TO FURTHER ACTION AGAINST ME.

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SIGNATURE OF PET OWNER OFFICE COORDINATOR

DATE \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_