

APPENDIX 1 – PET CARE

1 – BARKING DOGS

- 1.1 Hunter Estates Pet Policy requires Members to comply with the City of Calgary By-Laws when it comes to noise. We are responsible, through our own By-Laws and Policies to provide peaceable enjoyment to our fellow members.

The City of Calgary Animal Control office advises that the City of Calgary By-Laws provide for the following:

It is quite possible to teach a dog not to bark at everything that moves.

*No Owner shall allow a dog to bark or howl in a manner that disturbs anyone else. This is a 24 hour per day requirement. On receipt of a complaint the Animal Control office send a warning letter to the dog owner. The person who complained is then asked to keep a five day log of the barking. If the barking continues (as supported by the five day log) then a **\$100** fine is issued to the Owner. If the problem still continues, the fine increases by **\$100** for each subsequent offense. That is, the second fine is \$200, the third \$300, etc. If necessary the Owner may be required to make a mandatory court appearance.*

- 1.2 For more information please contact the City of Calgary Animal Services Department by calling 3-1-1.

2– ANIMAL(S)/PET(S) AT LARGE

- 2.1 When outside a Member's unit and fenced yard, all Animal(s)/Pet(s) must be confined or on a leash at all times.
- 2.2 Members should be aware that City of Calgary By-Laws impose fines for Licensed Pets caught running at large (defined as being outside of the owner's own yard and not on a leash, or on a leash and causing damage to person, property, or other animals). Members concerned about a Licensed Pet at large can phone the City of Calgary Animal Services Department by calling 3-1-1 or Hunter Estates office to report the problem.

3– CLEANING UP AFTER ANIMAL(S)/PET(S)

- 3.1 Animal(s)/Pet(s) Owners are responsible for cleaning up after their Animal(s)/Pet(s) on a daily basis or more frequently if necessary. This includes the interior of the unit, patio, front and/or back yard area.
- 3.2 Stains caused by Animal(s)/Pet(s) on carpets and floors shall be cleaned and deodorized immediately. Animal(s)/Pet(s) Owners should check with Hunter Estates office for directions in dealing with stains.

- 3.3** A Member who allows Animal(s)/Pet(s) excrement to accumulate in his or her yard is in violation of the City of Calgary By-Laws and may be subject to both fines and imprisonment.
- 3.4** Any Member walking an Animal(s)/Pet(s) on Hunter Estates common areas shall carry and use some means of picking up the excrement, shall do so immediately, and dispose of it in parking lot garbage bins or park garbage containers.

HUNTER ESTATES HOUSING CO-OPERATIVE LTD.

COMPLAINT PROCESS FOR THE PET POLICY

1– VIOLATION OF THIS POLICY

The process for dealing with alleged violations of this policy is as follows:

Making an Animal(s)/Pet(S) Complaint – General

If a member feels that an Owner is in violation of this policy they should:

- 1.1** First, talk to the violating Member to inform them of the violation, documenting the date of the communication.
- 1.2** If the violation continues members must report it in writing to Hunter Estates office. The identity of the complainant will be kept confidential. No verbal complaints will be responded to.
- 1.3** If Hunter Estates' employees, during regular performance of their duties, observe a violation of the Pet Policy or Procedures, they may file a written report, and this report shall serve as a formal record of the violation in the same way as a written member complaint.
- 1.4** When the complaint related to "when a pet causes damage to a unit" or "violation of number of pets" these later sections of the pet procedures will apply.
- 1.5** If more than one complaint is received within a period of a week about the same violation of the Pet Policy and Procedures, the complaint will count as one complaint only (e.g. multiple complaints about excrement during a one week period would count as one complaint, whereas one complaint about excrement and a second complaint about the same Animal(s)/Pet(s) being at large would count as two complaints).

Enforcement – General

- 1.6** Upon confirmation of any formal written complaint or report, the Member who has allegedly violated the policy will be issued a warning letter by the Pet Committee or Board of Directors and asked to take corrective measures or refute the complaint in writing.
- 1.7** This will be considered a 1st verified offence and a copy will be kept in the Member file.
- 1.8** The Member will have seven (7) days to respond. Upon a first complaint or report, no fines will be levied against the Member by Hunter Estates.

- 1.9** If a corrective measure is needed and has not taken place or does not meet Hunter Estates standards, this will be considered a 2nd offence and all the costs associated with the correction of the infraction will be the member's responsibility.
- 1.10** If a 2nd verified offence is confirmed, the Member will be fined **\$150** and the matter will be referred to the Hunter Estates Board. The Pet Committee or Board of Directors will meet with the Member, discuss the violation, and explain the Pet Policy and Procedures and the consequences of not following them. The Pet Committee will then report back to the Hunter Estates Board.
- 1.11** Upon confirmation of a 3rd verified offence; the member will be fined **\$250** and asked to appear before the Hunter Estates Board to give reasons why their Animal(s)/Pet(s) privileges should not be revoked.
- 1.12** The Hunter Estates Board will make the final decisions on action to be taken such as revoking Animal(s)/Pet(s) privileges or giving the Member another chance. Should further violations of this policy or procedures occur the Hunter Estates Board may determine that the matter is chronic and warrants termination of membership and occupancy rights. If a Member fails to remove a pet when directed by the Hunter Estates Board to do so, the Member will be considered to be in violation of this policy and this is grounds for termination of membership and occupancy rights.

Enforcement – Damage to a Unit

- 1.13** When a Hunter Estates employee becomes aware that an Animal(s)/Pet(s) have damaged a unit, whether through a Member filing a complaint, a regular maintenance review, or a routine maintenance visit, then a Hunter Estates employee will visit the unit to confirm the damage. If damage is confirmed, the Member will be required, in writing, to repair that damage within thirty (30) days. If the damage has not been repaired within thirty (30) days, it shall immediately be brought to the attention of the Hunter Estates Board.
- 1.14** The Hunter Estates Board, after considering the recommendation, may direct that the Animal(s)/Pet(s) in question shall be permanently removed from the unit within thirty (30) days from receiving notice from the Hunter Estates Board to do so. Failure by a Member to remove an Animal(s)/Pet(s) when directed by the Hunter Estates Board is grounds for termination of membership and occupancy rights.
- 1.15** Members are responsible for all associated costs to restore the unit to acceptable condition and/or any extra costs associated with capital replacements due to Animal(s)/Pet(s) damage.

Enforcement – Violation of Number of Licensed Pets

- 1.16** Any Member violating the Pet Policy regarding the number of Licensed Pets shall be given thirty (30) days written notice requiring removal of any pet that exceeds the limited number. If the Animal(s)/Pet(s) are not removed after thirty (30) days, it shall immediately be brought to the attention of the Hunter Estates Board. The Member in question will be invited to address the Hunter Estates Board.
- 1.17** The Hunter Estates Board shall consider the circumstances, and may recommend that the Animal(s)/Pet(s) be removed.
- 1.18** The Hunter Estates Board, after considering the recommendation, may direct that the Animal(s)/Pet(s) in question shall be permanently removed from the unit within fourteen (14) days from receiving notice from the Hunter Estates Board to do so. Failure by a Member to remove an Animal(s)/Pet(s) when directed by the Hunter Estates Board is grounds for termination of membership and occupancy rights.

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PET POLICY

Type of Policy: Major Policy – This policy can only be passed, amended or rescinded by special resolution at a General Membership Meeting.

Supervising Authority: Hunter Estates Board of Directors ("Hunter Estates Board")

1 – INTRODUCTION

Hunter Estates Housing Co-operative Ltd. ("Hunter Estates") believes that permitting pets to live within Hunter Estates is an asset to the community. However, for some other members, residents and employees animals cause fear. Therefore, out of respect for the rights of all Hunter Estates members, residents and employees, the ownership of a household pet is a privilege, not a right, and this privilege, once given, may be withdrawn by a vote of the Hunter Estates Board. Hunter Estates requires responsible care of pets, and care and protection against damage of Hunter Estates property in accordance with Hunter Estates By-Laws and Policies. The rights of members, children, residents, employees and visitors to safety and quiet enjoyment on Hunter Estates property have priority over the privilege of members to keep pets.

2– DEFINITIONS

For the purpose of this policy the following definitions apply:

- (a) "Animal" means any bird, reptile, amphibian or mammal, including certified working animals (such as guide dogs or companion dogs) and excluding wildlife.
- (b) "Aquarium" means a glass-sided tank, bowl, or the like, in which fish or other living animals or plants are kept.
- (c) "Cage" means a box made of wire or metal bars to keep animals or birds.
- (d) "Employee" means anyone who is employed and paid by Hunter Estates.
- (e) "Leash" means a chain or other material capable of restraining the Animal on which it is being used.
- (f) "Licensed Pets" are any Animal(s)/Pet(s) that is required to be licensed by the City of Calgary Bylaw 23M2006.
- (g) "Member" is anyone listed as a member on the Shareholders' Agreement.

- (h) "Owner" means "Member", who is the licensed owner of the animal; who has legal title to the animal; who has possession or custody of the animal, either temporarily or permanently; or who harbours the animal, or allows the animal to remain on his or her premises.
- (i) "Pet" shall mean "Animal" and "Animal" shall mean "Pet" except for certified working animals which are not considered "Pets" for the purpose of this policy.
- (j) "Resident" is any person, of any age living at an address located in Hunter Estates, whose name does not appear on the Shareholders' Agreement.
- (k) "Temporary" means period of not more than 48 hours at one time.
- (l) "Terrarium" means an indoor enclosure for smaller land animals, such as reptiles, amphibians, or terrestrial invertebrates, typically in the form of a glass-fronted case, a sealed transparent globe or similar container in which plants are grown.
- (m) "Verified Offence" is when there is a confirmed violation of a policy by the Pet Committee or the Hunter Estates Board.
- (n) "Withers" is the ridge between the shoulder blades of an animal, typically a quadruped (an animal that has four feet). In many species it is the tallest point of the body, and in dogs it is the standard place to measure the animals' height.

3– REGISTERING PET(S)

- 3.1** Members are required to register their pet(s) with Hunter Estates office within 14 days of move-in or when they acquire an approved Animal(s)/Pet(s).
- 3.2** Members have to complete a Pet's Registration Form and attach the Licensed Pets license number.
- 3.3** All documents must be submitted to Hunter Estates office.

4– TYPE AND NUMBER OF ANIMAL(S)/PET(S)

- 4.1** Members are permitted to have Animal(s)/Pet(s), as defined above in the definitions.
- 4.2** With consideration to the size of the units and the population density of Hunter Estates, there will be a limit of two (2) licensed (as per City of Calgary By-Laws) Animal(s)/Pet(s) per unit.

- 4.3 Aquarium must be no larger than twenty (20) gallons each and must be housed on an appropriate stand. No more than one (1) twenty (20) gallon Aquarium per unit and any damage from leaking will be the responsibility of the member.
- 4.4 Terrarium must be no larger than 48" X 18" X 20" each. No more than two (2) 48" X 18" X 20" Terrariums per unit and any damage to the Unit will be the responsibility of the member.
- 4.5 Cages must be no larger than 48" X 18" X 20" each. No more than two (2) 48" X 18" X 20" cages per unit and any damage to the Unit will be the responsibility of the member.

5– RESTRICTIONS

- 5.1 Unreported Animal(s)/Pet(s) will be grounds for termination of membership.
- 5.2 Any bird, reptile, amphibian, fish, or mammal, excluding Licensed Pets, must be kept in a cage or aquarium or terrarium.
- 5.3 Dogs may not exceed or have the potential to exceed 18 inches (45.72 centimeters) in height at the withers. Written requests for exceptions, including certified working animals may be considered on a case by case basis by the Hunter Estates Board. For further details on requesting an exception please see guidelines for requesting special permission.
- 5.4 All oversized dogs living in Hunter Estates prior to November 19, 2013 be grandfathered in to continue to reside with their owners.
- 5.5 All dogs and cats must have veterinarian certificate of proof of spay or neuter procedure before pet privileges are granted. The exception being purebred breeders; certificate papers must be provided respecting same. Breeding of Animal(s)/Pet(s) is not permitted on co-operative property.
- 5.6 With respect to threatening behaviours see Section 25 of Bylaw 23M2006, Regulation, Licensing and Control of Animals in the City of Calgary at <https://www.calgary.ca/CA/city-clerks/Documents/Legislative-services/Bylaws/23M2006-ResponsiblePetOwnership.pdf?noredirect=1>

6 – ANIMAL(S)/PET(S) OWNER RESPONSIBILITIES

- 6.1 On an annual basis members must submit information on all Animal(s)/Pet(s) residing in the unit in a permanent or temporary basis. Members must notify Hunter Estates' office within seven (7) days of any changes of the type and number of Animal(s)/Pet(s) in their unit. It is the responsibility of the Owner to provide and update this information and keep it current and accurate, by using and filling out the proper form at the office.

- 6.2** Members must license Animal(s)/Pet(s) according to City of Calgary By-Laws.
- 6.3** Hunter Estates Members who own Animal(s)/Pet(s) are expected to obey all relevant City of Calgary By-Law 23M2006 and any amendment thereto. This includes but not limited to, Animal(s)/Pet(s) owners are expected to treat their Animal(s)/Pet(s) with respect and humane treatment in accordance with the *Animal Protection Act*. Owners will ensure that their Animal(s)/Pet(s) have sufficient food and water and adequate care, per section 2.1 of the *Animal Protection Act* when the Owner is absent from their unit for any period of time.
- 6.4** Owners are required to have all Animal(s)/Pet(s) that require vaccines, vaccinated regularly.
- 6.5** Members/Owners must:
- (a) keep their Animal(s)/Pet(s) on a leash when outside their unit or enclosed yard area. Licensed Pets will not be allowed to roam free. Animal(s)/Pet(s) Owners are required to walk their Animal(s)/Pet(s) on a leash.
 - (b) ensure that no Animal(s)/Pet(s) may be kenneled or caged on a patio, front or back yard area.
 - (c) while outside make sure their Animal(s)/Pet(s) are supervised by a responsible person.
 - (d) if absent, ensure any Animal(s)/Pet(s) are inside, not on the patio, front or back yard area.
 - (e) clean up after their Animal(s)/Pet(s) on a daily basis or more frequently if necessary. This includes not only the yard area as per City of Calgary By-Laws but the interior of the unit and common areas.
 - (f) not have litter boxes on the front patio, front or back yard area.
 - (g) keep their Animal(s)/Pet(s) out of the Sportsplex and Tot Lot areas.
- 6.6** Members must make sure the Animal(s)/Pet(s) do not make or cause noise that disturbs people. Dogs are prohibited from barking or howling or otherwise disturbing others. This is a 24 hour per day requirement according to City of Calgary By-Laws.
- 6.7** Members shall ensure that dogs do not bite anyone or otherwise cause injury, nor chase or threaten any other animal or person.

- 6.8** Members must make sure that their Animal(s)/Pet(s) do not damage Hunter Estates property or other Member's personal property. Pursuant to Section 6 of this Pet Policy, Members are responsible for all damages caused by their Animal(s)/Pet(s) residing in their unit, and must bear all costs associated with repairing such damage to Owner's property (unit and contents), property of other Members, as well as Hunter Estates property if it occurs to the satisfaction of Hunter Estates. Failure to do so will result in Hunter Estates making the necessary repairs and charging the Member for the costs and the potential for termination of membership.
- 6.9** In the event a Hunter Estates employee(s) or contractor(s) employed by Hunter Estates must enter the Unit, it is the Owner's responsibility to ensure their Animal(s)/Pet(s) are contained so as not to bother the contractor and/or cannot escape into common areas of Hunter Estates.
- 6.10** Any visiting Animal(s)/Pet(s) are subject to the rules and conditions of the Pet Policy. It is up to the Member to enforce the policy and accept any consequences resulting from the visiting Animal(s)/Pet(s).
- 6.11** Before any Animal(s)/Pet(s) enter into Hunter Estates; whether new, visiting for longer than 48 hours, or for new membership, Member(s)/Owner(s) MUST have written approval.

7 – MAINTENANCE

- 7.1** Maintenance and Care: In connection with and pursuant to the Unit Maintenance and Care Policy, it is the Members responsibility to adhere to and follow all polices of Hunter Estates and to maintain and care for their Units. Specifically, in connection with this Pet Policy, the Member will be responsible to ensure that no damage to the Unit is sustained by Animal(s)/Pet(s).
- 7.2** Quarterly Inspections: To ensure that the Hunter Estates property is maintained the Hunter Estates Board will conduct quarterly inspections of the Units of new Members and current Members with new Animal(s)/Pet(s) for the first year of occupancy to determine if any damage to the Unit need to be corrected. Pursuant to Section 5.1 herein, these quarterly inspections will be conducted.
- 7.3** Scheduling of Inspections: The quarterly pet inspections will be conducted by previously scheduled appointments and agreed upon by the Member and the Hunter Estates Board.
- 7.4** Ongoing Inspections: After the one year period the Hunter Estates Board will determine if inspections have been satisfactory and at that time the Member will only be subject to the yearly inspections of the Units.

8 – PROCESS FOR MAKING A COMPLAINT

Follow the steps outlined in the Complaint Process for the Pet Policy attached.

This policy expands on the following Maintenance and Care Policy:

- Section 4(e) – Member's Main Responsibilities
- Appendix 1 section (k) – Neglect/Negligence
- Appendix 2 section (i) – Unsanitary Conditions
- Appendix 4 section (k) – Standards of Cleanliness

and, to the *Animal Protection Act*.

Process for Pet Policy

Board Approved: **[DATE]**