

1. Authority

- 1.1 This Policy is issued under the authority of the Yukon Housing Corporation (“YHC”) Board of Directors.
- 1.2 The *Housing Corporation Act*, RSY 2002, c. 114:
4 (2) Without restricting the generality of subsection (1), the corporation may undertake, carry to completion, or assist in the provision, development, maintenance, and management of housing
 - a) generally;
 - b) for families and individuals;
 - c) for employees of the public service;
 - d) for students;
 - e) for senior citizens; and
 - f) for families and individuals receiving social allowances or social assistance.”

2. Purpose

- 2.1 The purpose of this policy is to encourage responsible pet ownership in all YHC housing units, by balancing the desires of tenants to have pets, respecting the rights of neighbouring tenants, and safeguarding YHC assets.

3. Application

- 3.1 This policy applies to YHC housing units rented out under the Rent Geared to Income Housing Program and under the Staff Housing Program (the “Programs”).
- 3.2 This policy is incorporated by reference into those Residential Tenancy Agreements made under the Programs.

4. Definitions

In this policy,

- 4.1 "Animal shelter" means those premises used by municipalities and communities for the purpose of impounding animals in order to provide shelter for the animals;

- 4.2 "Cat" means a male or female domesticated cat;
- 4.3 "Dangerous dog" means any individual dog that:
- (1) has bitten, injured or killed a domestic animal, without provocation, on public or private property;
 - (2) has bitten, injured, or attacked a human being, without provocation, on public or private property;
 - (3) is kept for the purpose of security or protection to persons or property, or
 - (4) has shown the disposition or tendency to exhibit threatening or aggressive behavior;
- 4.4 "Distress" means the state of
- (1) being in need of proper care, food, shelter or water;
 - (2) being injured, sick or in pain or suffering, or;
 - (3) being abused or subject to undue or unnecessary hardship, privation or neglect;
- 4.5 "Dog" means a male or female domesticated dog;
- 4.6 "Domesticated" means an animal that is tame in nature and that is traditionally kept by or living with humans;
- 4.7 "Duplex" means a dwelling that has separate accommodations for two households and has separate heating and ventilation systems for each accommodation;
- 4.8 "Emergency" means a situation where immediate action is required to eliminate a hazard to a pet, a tenant or the premises;
- 4.9 "Excessive noise" means any pet which is permitted to bark, whine, howl, or otherwise make noise continuously for a period of twenty minutes, or intermittently for one hour or more, that interferes with the reasonable use and enjoyment of public properties;
- 4.10 "Exotic animal" means an animal of a species or type that is not indigenous to the Yukon and that in its natural habitat is usually found wild in nature. For example: snakes, lizards, spiders; this does not include fish or birds.
- 4.11 "Household" means a person or group of persons who occupy a dwelling;
- 4.12 "Multiple-family dwelling" means a building designed for

accommodation of three or more separate households, including senior facilities;

- 4.13 "Neutered" means sexually sterile regardless of gender, and includes a dog or cat that has been certified by a veterinarian as too old, or physically unable to be neutered;
- 4.14 "Nuisance animal" is defined by way of example but not limited to an animal that causes damage to property of anyone, including a tenant renting property managed by the YHC. This includes, but is not limited to, pets that:
 - 4.14.1 Get into or turn over garbage containers, damage gardens, flowers and vegetables, or defecate on grounds or common areas of any YHC property;
 - 4.14.2 Are kept on a tenant's premise that is maintained in an unsanitary environment which results in offensive odors or danger to the animal or to the public health, safety or welfare of the community;
 - 4.14.3 Are permitted to make excessive noise;
 - 4.14.4 Are not maintained in good condition of health and cleanliness, thereby increasing the probability of the transmission of disease, or are without adequate medical treatment, diseased or dangerous to the public health; or,
 - 4.14.5 Chase, snap at, or attack pedestrians, joggers, bicycles, other vehicles, or animals being walked on a leash.
- 4.15 "Owner" means any person who owns, harbours, has control, or custody of an animal;
- 4.16 "Pet" means a domesticated animal kept for pleasure/companionship;
- 4.17 "Premises" means the premises defined in the Tenancy Agreement and for greater certainty the premises includes any balcony, porch, patio, or fully enclosed outdoor area adjacent to and accessible from the premises;
- 4.18 "Property" means the parcel(s) of land managed by the Yukon Housing Corporation upon which the premises is located and includes each building thereon;
- 4.19 "Row housing" means one of a series of houses, often of similar or identical design, situated side by side and joined by common walls;

- 4.20 "Running at large" means a situation where an animal (dog or cat) is not on the premises of the owner, and not under the control of any person;
- 4.21 "Service animal" means an animal such as a guide dog, signal dog or other animal professionally trained and certified to do work or perform tasks for an individual with disabilities. The task(s) performed by the service animal must be directly related to the person's disability.
- 4.22 "Single-family dwelling" means a dwelling designed for one household, situated independently from other dwellings;
- 4.23 "Tenancy Agreement" means the agreement between the tenant and Yukon Housing Corporation for possession of residential premises;
- 4.24 "Tenant" means a person who has been granted a temporary right of occupancy, subject to the terms of the Tenancy Agreement;
- 4.25 "Vaccine certificate" is a document signed and dated by a Veterinarian attesting a record of inoculations for the pet;
- 4.26 "Veterinary certificate" is a document signed and dated by a Veterinarian attesting to the medical and/or physical condition of an animal.

5. Existing Tenants

- 5.1 Existing tenants who reside in YHC housing units with more than one pet that have already been approved by YHC will be grandfathered; however, once these pets are deceased, all new pet acquisitions for these units will be under the rules of this policy.

6. Application Process

- 6.1 In most cases, a tenant shall require pet approval from the Community Housing Manager prior to the animal arriving at the premises. A tenant shall complete and submit a Tenant Pet Application form to the Community Housing Manager that requires the applicant to provide information that:
 - (1) confirms pet ownership;
 - (2) provides a recent photograph of pet;
 - (3) if the pet is a dog or cat, provides proof of licensing as per the

- bylaws and/or regulations of local authorities having jurisdiction;
- (4) provides proof of pet inoculations in the form of a "vaccine certificate" or pet health record on an annual basis;
- (5) provides a "veterinary certificate" to the Community Housing Manager stating that the pet has been neutered, or a "veterinary certificate" stating that subjecting this pet to the procedure would be temporarily unsafe or unnecessary; and,
- (6) provides a name, address and telephone number of an emergency contact who will care for the pet whenever the tenant is unable to do so; and
- (7) if the pet is a service animal, provides animal certification that it is a trained service animal.

6.2 The Community Housing Manager has the authority to approve or not approve a pet. Reasons for refusal to approve a pet are as follows:

- (1) It is not identified as an eligible pet under the policy.
- (2) The applicant has previously been charged with animal cruelty under local law, has been evicted due to previous pet-related matters, has had to relinquish a pet or has been prohibited from future pet ownership due to a pet violation or a court order.
- (3) The Community Housing Manager determines that, based on the tenant's habits and practices, including the tenant's care of the dwelling unit, he/she will be unlikely to keep the pet in compliance with the Pet Policy and other lease obligations.
- (4) The tenant fails to provide complete pet information.

7. Permitted Pets

7.1 A "household" may not keep more than one pet.

7.2 A "household" may keep **one** of the following animals as a pet:

- A bird contained in a cage;
- Fish contained in an aquarium 5 gallons or less is considered to be one pet;
- A rodent limited to a gerbil, a hamster or a guinea pig which must be contained in a cage;
- A dog (except a Dangerous Dog) registered with Bylaw, and neutered or,
- A cat registered, if within the City of Whitehorse Bylaw limits, and neutered.

7.3 The Community Housing Manager will **not** allow a dog in a unit that

does not have direct access to outside the building. Section 7.3 does not apply for a tenant with a certified service animal.

8. Prohibited Pets

- 8.1 Any pet not listed as a permitted pet may not be housed or cared for in a YHC housing unit.
- 8.2 For further clarity, the following are not permitted in any YHC housing:
- (1) dangerous dog,
 - (2) exotic animal, and
 - (3) wild animal.
- 8.3 A dog that is a crossbreed between a wolf and a dog is considered a prohibited pet.
- 8.4 Tenants are not allowed to assume temporary responsibility for the care and control of an animal, regardless if the pet is an approved pet unless they are designated as an emergency contact under 6.1 (6).
- 8.4 Tenants are not allowed to assume temporary responsibility for a pet that belongs to a temporary guest.

9. Approved Pet

- 9.1 If a pet is approved, a tenant shall be required to sign a Pet Agreement (Appendix A), which forms part of the Tenancy Agreement. The Pet Agreement is an agreement between the Tenant and Yukon Housing Corporation stating that the Tenant acknowledges her/his responsibilities and the risks associated with housing an approved pet, and that YHC is released from claims/injury to third parties and tenant.

10. Tenant Responsibilities

- 10.1 A tenant residing in a Yukon Housing Corporation unit shall be required to:
- (1) complete and submit a Pet Agreement;
 - (2) notify the Community Housing Manager of any change in pet ownership status, such as the death or removal of a pet;
 - (3) for health and safety reasons, update pet information annually, including proof of annual pet inoculations for rabies, etc. via a vaccine certificate or pet health record from a veterinarian;

- (4) accept responsibility for damage done to the residential premises, grounds or common areas of any Yukon Housing Corporation property caused by the tenant's pet. This includes the cost of any damage caused by cleaning chemicals or other such materials used in an attempt by the tenant to remedy the damage;
- (5) ensure pet does not become a "nuisance animal", as defined in this policy, to the tenants, neighbours or the community as a whole;
- (6) ensure the pet is kept in strict accordance with all bylaws and regulations enacted by local authorities having jurisdiction, pertaining to all aspects of pet ownership, such as, but not limited to, inoculation of pet, licensing of pet, sanitation, noise control, and waste disposal;
- (7) ensure the pet is adequately cared for at all times, including such essentials as regular veterinary care, exercise, and providing ample food and clean water;
- (8) not leave the pet unattended in or on the premises continuously for more than twelve hours. If an absence is expected to be longer, the tenant shall arrange for a responsible person to check up on his/her animal and care for it as necessary;
- (9) ensure the pet is restrained at all times when outside the unit. No dog is allowed to run at large when outside the premises as per local bylaws and Yukon's *Dog Act*; cats are not allowed to run at large in the municipality of the City of Whitehorse
- (10) ensure all waste material by a pet is bagged, removed, and placed directly in outside garbage bins immediately after the pet deposits inside the apartment or premises and anywhere on the property;
- (11) remove any pet not in a cage or aquarium from the premises or remain in the premises to control the animal when YHC staff or contractors to YHC are required to enter the premises for maintenance work or otherwise.

10.2 The tenant residing in a single-family dwelling, duplex, or row housing shall also be required to:

- (1) ensure that upon vacating the property, the premises and grounds are left clean of any pet litter, and that all dog runs and dog houses are removed; and,
- (2) fill in all holes dug by pets in the yard; and restore the yard to the standard of landscaping in place previous to the damage occurring.

10.3 The tenant residing in a multiple-family dwelling shall also be required to:

- (1) confine the pet to the pet owner's unit: pet must not be left unattended on patios or balconies. The pet must not be allowed to roam free and must be on a leash in common areas; and,
- (2) place the pet in an animal carrier while in transit within the

building. Section 10.3(2) does not apply for a tenant with a certified service animal.

11. Community Housing Manager Responsibility

- 11.1 Community Housing Managers shall communicate the Pet Policy to existing tenants and prospective tenants.
- 11.2 With respect to pets, the Community Housing Manager has the following responsibilities under this policy:
 - (1) Where a tenant applies to the Community Housing Manager for permission to house a pet in a Rent Geared to Income Housing Program or Staff Housing Program unit, permission shall not be unreasonably withheld as long as the terms of this policy are met.
 - (2) When permission is denied, the Community Housing Manager shall provide the tenant with the reasons in writing (including notice of any pet rule violation[s]) within ten business days of receipt of the completed application form specified in 6.1 of this Policy.
 - (3) Yukon Housing Corporation will ensure that it adheres to all bylaws and regulations enacted by local authorities, as well as territorial legislation.

12. Damage Caused by Pet

- 12.1 The tenant shall immediately notify the Community Housing Manager respecting any pet related damages caused by the tenant's pet. This includes, but is not limited to, damage to the interior of the premises, such as carpets, vinyl flooring, doors, and screens, and the outside property, such as fences, decks, doors, lawns, gardens, flower beds, and other landscaping.
- 12.2 The Community Housing Manager shall report any pet damage to the Director of Housing Operations immediately.
- 12.3 The Community Housing Manager shall arrange to repair the damages, the costs of which shall be charged to the tenant. The tenant shall pay for the repairs immediately upon receipt of an invoice. If the tenant is unable to pay the full cost of repair, the tenant may be eligible to enter into a payment schedule with the Community Housing Manager.

13. Protection of Pet and Occupants

- 13.1 The Community Housing Manager or their designate may inspect the premises at any time and frequency, upon 24 hours' notice to the

tenant, to determine if the resident is complying with this policy.

- 13.2 The Community Housing Manager shall contact the pet owner's emergency contact listed in the Tenant Pet Application form, if the well-being of a pet is threatened by the inability of the pet owner to care for the pet due to death, incapacity or other factors.
- 13.3 The Community Housing Manager or their designate may remove the pet or work with local authorities to remove the pet, if the pet owner's representative cannot be contacted within a reasonable period of time, or is unwilling or unable to care for the pet. The pet may be placed in care or in an "animal shelter" until the pet owner or their representative assumes responsibility. The pet owner shall be responsible for any costs associated with the removal and care of the pet.
- 13.4 Where a dog or cat has not been recovered from an "animal shelter", local bylaw impoundment provisions will be followed.

14. Policy Compliance

- 14.1 Tenants must contact local Bylaw Services if there is an "emergency" or a complaint regarding public safety, a nuisance animal, or an animal in distress. Subject to the *Animal Protection Act*, if Bylaw Services are not available in a community, tenants must contact an Animal Welfare Officer, or the local Royal Canadian Mounted Police detachment in the community, if there is a complaint of a nuisance animal or an animal in distress.
- 14.2 When a complaint is made to Yukon Housing Corporation directly or to a Community Housing Manager regarding a pet residing in a housing unit, the Community Housing Manager shall:
 - (1) Notify the tenant of the complaint, in writing, within two business days of receiving the complaint,
 - (2) Allow the tenant to respond to the complaint, and/or remedy the situation on their own within ten business days,
 - (3) Outline the remedy required, a timeframe for compliance, and any consequences that may occur if the tenant is unable to solve the issue on his or her own.
- 14.3 **Withdrawal of Permission**
The following circumstances may result in the Community Housing Manager withdrawing permission for a tenant to keep a pet:
 - (1) Non-compliance on the part of the tenant with this policy.

- (2) Pet poses a threat to safety, health or well-being of others.
- (3) The pet becomes a "nuisance animal" or is in "distress".
- (4) The tenant is deemed, by a competent authority, to be incapable of looking after the pet, or for any reason fails to care for the pet adequately.
- (5) The tenant fails to observe all bylaws and regulations with respect to care and control of the animal, enacted by local authorities having jurisdiction.
- (6) Other tenants or neighbours make a formal valid complaint about a pet to their Community Housing Manager.

14.4 Non-Compliance

Except for "emergency" situations, the tenant may be given an opportunity to remedy the breach of policy prior to the Community Housing Manager withdrawing permission to keep a pet.

14.6 Enforcement

- 14.6.1 If the tenant fails to comply with this policy, the Community Housing Manager shall take appropriate steps to remedy the breach of the Tenancy Agreement.
- 14.6.2 Tenants who are found non-compliant will be given a first-offence warning letter reminding them of the terms of the Tenancy Agreement related to pets, a second notification will be sent if the tenant continues to be non-compliant with the Policy, advising them that the third notification will be their eviction notice.
- 14.6.3 Failure of a tenant to comply with tenant responsibilities outlined in this policy within a reasonable time after YHC provides written notice will result in termination of tenancy.

14.7 Appeal

A tenant who wishes to appeal a decision made by the Community Housing Manager regarding this policy may appeal the decision.

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15. Administration

15.1 Pet files will be audited as required to ensure that the Pet Policy is being fully administered by the Community Housing Manager.

15.2 This policy shall be reviewed as required.

YHC	Effective Date: April 22, 2016	Version Number: 2
	Section Amended:	
	President, YHC	Chair, YHC Board
	Approval: (original signed)	Approval: (original signed)

Appendix A



PET AGREEMENT

THIS PET AGREEMENT made in duplicate the ____ day of _____, 20XX.

BETWEEN:

**WHITEHORSE HOUSING, an agent
of the Yukon Housing Corporation,
under OIC 1982/343**

(hereinafter collectively referred to as the "**Landlord**")

- AND -

«First_Name» «Last_Name»

«First_2» «Last_2»

«Unit_» «BuildingStreet» Whitehorse, YT «Postal_Code»

(hereinafter referred to as the "**Tenant**")

(hereinafter referred to as the "**Pet Agreement**")

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WHEREAS:

- A. The Landlord is an agent of the Yukon Housing Corporation, the owner of the premises described herein pursuant to OIC 1982/343, and is authorized by the Yukon Housing Corporation to enter into this Pet Agreement on behalf of the Yukon Housing Corporation.
- B. The Tenant and Landlord have agreed to enter into a Rent Geared to Income Agreement (the "Tenancy Agreement") to which this Pet Agreement is attached to and forms a part of.
- C. The Tenant wants to keep an animal or animals as a pet or pets at the premises described in the Tenancy Agreement.
- D. As a condition of the Tenancy Agreement and in order to facilitate the Tenant's desire to keep an animal as a pet at the premises, the Landlord and the Tenant have agreed to enter into this Pet Agreement.

NOW THEREFORE IN CONSIDERATION of the respective covenants and agreements contained in this Agreement, the parties covenant and agree as follows:

1. DEFINITIONS

In this Pet Agreement the following words have the following meanings:

- (a) **Approved Pet** means any domesticated animal that has been given written approval or is given written approval, at any time during the duration of the Tenancy Agreement of the Tenant with the Landlord in accordance with the Yukon Housing Corporation Rent Geared To Income Housing Program and the Staff Housing Program Pet Policy, by the Landlord to reside with the Tenant at the premises;
- (b) **Pet Policy** means the Yukon Housing Corporation policy on pets and all amendments thereto titled: Yukon Housing Corporation: Rent Geared To Income Housing Program and the Staff Housing Program Pet Policy;
- (c) **Premises** means the premises as defined in the Tenancy Agreement between the Tenant and the Landlord to which this agreement is attached and for greater certainty the premises includes any balcony, porch, patio, or fully enclosed garden area which may be adjacent to and accessible from the premises; and
- (d) **Tenancy Agreement** means the agreement between the Tenant and the Landlord dated «Move_in» to which this agreement forms a part of for the possession of residential premises.

2. TENANT'S COVENANTS

The Tenant promises and agrees to the following terms and conditions in exchange for the Landlord's permission to keep the Approved Pet(s) at the Premises:

- a) Observance of Pet Policy - The Tenant acknowledges he or she has read and understood the Pet Policy and that it forms part of this Pet Agreement and that he or she will observe and obey and cause his or her family and guests to observe and obey the regulations set out in the Pet Policy. Any new amendments or new policies made for this purpose will be deemed to form part of this Pet Agreement as soon as a copy of it has been delivered to the Tenant.
- b) Risks of Ownership of Pet -The Tenant acknowledges that he or she is aware of the possible associated risks, dangers, hazards and damage to property, including the possibility or risk of personal injury, death, permanent disability or loss resulting thereof to others, the Landlord, its employees or to the Tenant, that an animal may pose and agrees to freely accept and assume all such risks and to accept responsibility for all damage caused by the Approved Pet(s) to the Premises, grounds or common areas of any Yukon Housing Corporation property. This includes the cost of any damage caused by cleaning chemicals used in attempt to remedy the damage.
- c) Release from Claims/Injury to Third Parties -The Tenant agrees to forever release, discharge and covenant to hold harmless the Landlord and Yukon Housing Corporation and its employees and successors from any and all claims, damages, costs, injuries, expenses, loss of services, actions, causes of action, damages to property which may be alleged to have been caused directly or indirectly to any other person or entity, or third party by the conduct or actions or act of the Approved Pet(s) whether such claim or loss be caused or alleged to be caused by the negligence of the Landlord or Yukon Housing Corporation or any other person or any other cause or causes.
- d) Release from Claims/Injury to Tenant -The Tenant agrees to forever waive any and all claims that the Tenant or the Tenant's family may have or may have in the future against the Landlord or Yukon Housing Corporation and agrees to release, discharge and covenant to hold harmless the Landlord and Yukon Housing Corporation and its employees and successors from any and all claims, damages, costs, injuries, expenses, loss of services, actions and causes of action, which may be alleged to have been caused directly or indirectly to the Tenant or the Tenant's family or next of kin, by the conduct or actions or act of the Approved Pet(s) whether such claim or loss be caused or alleged to be caused by the negligence of the Landlord or Yukon Housing Corporation or any other person or any other cause or causes.
- e) Waiver -The Tenant acknowledges that he or she is aware that by signing this Pet Agreement, he or she is waiving certain legal rights which he or she or their heirs, next of kin, executors, administrators and assigns may have against the Landlord or Yukon Housing Corporation.

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2. LANDLORD’S COVENANTS

In exchange for the Tenant’s covenants herein, the Landlord hereby grants permission to the Tenant to keep the Approved Pet(s), in accordance with the Pet Policy, at the Premises.

3. OTHER TERMS AND CONDITIONS

- (a) All the terms and conditions of the Tenancy Agreement apply to this agreement mutatis mutandis.
- (b) All approved YHC Tenant Pet Application and Information forms shall form a part of this Pet Agreement and be attached as Appendix “A”.

IN WITNESS WHEREOF the parties hereto have signed this Pet Agreement the day and year first above written.

LANDLORD

WITNESS

TENANT

WITNESS

TENANT

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The Tenant hereby acknowledges receipt of the duplicate original copy of this Pet Agreement.

WITNESS

TENANT

WITNESS

TENANT

APPENDIX “A” - Approved Yukon Housing Corporation Pet Application and Information Forms

Name of Approved Pet

Type of Animal

Date of Approval