



**Malahat Nation**

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## MALAHAT NATION TENANT PET AGREEMENT

This Pet Agreement (“agreement”) is an amendment made on \_\_\_\_\_, 20\_\_\_\_, to the residential tenancy agreement for the property located at \_\_\_\_\_ (address of the rental property), between:

**Malahat Nation** (the “landlord”)

**AND**

\_\_\_\_\_  
Name of the Tenant (the “tenant”)

THE LANDLORD AND TENANT AGREE AS FOLLOWS:

### 1. Permission

The tenant is permitted to keep the pet in accordance with the terms described in 3.4.2 of the Housing Policy.

No more than two pets are allowed to reside at the above noted property.

### 2. Tenant Responsibilities

A pet deposit equivalent to half of a month’s rent (per pet) will be supplied by the tenant to the landlord.

A picture of the pet will be provided by the tenant to the landlord to aid in identification of which residence the pet belongs to.

The tenant agrees to register and tag the pet for identification, either by means of tattoo or chip conducted by a registered veterinary clinic or the SPCA or through the CVRD.

The tenant shall meet his/ her obligations for care of the Rental Unit and property as outlined in this Agreement, the Housing Policy and any addendum to this Agreement made in respect of the pet.

The tenant is responsible to pay for and repair any damage (outside of normal wear and tear) caused by the pet in the rental unit and surrounding land.

The tenant will cover the cost of injuries caused by the pet while on the rental property and/or within Malahat Nation land.

The tenant is responsible for ensuring the pet is not a public nuisance or disturbance.

Additional terms and conditions may be required at any time without a requirement of prior notice. The landlord is obligated to inform the tenant of any such changes.

### **3. Pet Information**

Name of Pet: \_\_\_\_\_

Type of Pet: \_\_\_\_\_

Description (Breed/Size/Colour/Age/Weight): \_\_\_\_\_

Spayed/ Neutered: Yes/No    Current on Vaccinations: Yes/ No    Pet Registration Number: \_\_\_\_\_

### **4. Pet Policy, Bylaws and Rules**

The tenant agrees to provide care for their pet and keep their pet on their property at all times. The pet is not permitted off the property unless it is leashed or under the supervision of its owner (dogs).

The tenant agrees to spay or neuter their pet.

The pet must wear a collar with identification tags at all times.

Upon request, the tenant will share the pet's medical history with the landlord.

Pets must be house trained. The tenant agrees to clean up after their pet at all times. The tenant will deodorize, de-flea and update any part of the property damaged by the pet.

The tenant is aware that if the pet is found roaming around and causing disturbances to Malahat Nation members, land or surrounding land that the landlord will take proper precautionary measures to have the pet removed by a third party.

### **5. Landlord's Entry**

- A. The landlord has the right to enter the rental property without notice if there is a reasonable cause to believe that:
  - I) a pet has been left alone for an extended period of time (over 8 hours).
  - II) a pet is in distress
  - III) a pet is creating a disturbance, or
  - IV) any other emergency situation appears to exist
  
- B. The landlord must try to contact the tenant before entering the rental property.

- C. After entering the rental property under section 5A of this agreement, the landlord may need to make reasonable arrangements for the pet's care. The tenant agrees to reimburse the landlord for any reasonable costs pertaining to the pet's care.

#### **6. Pet Fee or Pet Deposit**

- A. Is a non-refundable pet fee required?

Yes  No

If yes, the tenant will pay the landlord \$\_\_\_\_\_ as a non-refundable pet fee.

- B. Is a refundable pet deposit required?

Yes  No

If yes, the tenant will pay the landlord \$\_\_\_\_\_ as a refundable pet deposit.

- C. If a non-refundable pet fee is needed from the tenant, the tenant accepts that the landlord will not return any of this money to the tenant.
- D. If a refundable pet deposit is required from the tenant, the landlord and the tenant both accept that the total of the pet deposit and security deposit will equal one months rent or less. The pet deposit is fully refundable if the landlord finds that there are no damages to the property that are caused by or related to the pet.

#### **7. Dispute resolution**

A. If a problem arises that is not directly dealt with by this agreement, the landlord and tenant agree to talk to each other about the problem with the honest intention to resolve it.

B. If the landlord and tenant cannot resolve the issue, then the landlord and the tenant agree to the following method of conflict resolution:

Mediation

Decision by Landlord

#### **8. Additional Terms**

The landlord has signed this agreement on \_\_\_\_\_, 20\_\_\_\_.

Signature: \_\_\_\_\_

The tenant has signed this agreement on \_\_\_\_\_, 20\_\_\_\_ and acknowledges receipt of a signed copy of this agreement.

Signature: \_\_\_\_\_