

Re: Landmark Revised Pet Policy.

To: All Landmark Owners and Residents.

As you are probably aware, at the General Meeting on 23 March 2016, Landmark owners adopted a revised pet policy and associated documentation. That policy is now in force, and a copy of the policy and Application form is attached to this letter. The policy may also be accessed on the Owners Portal; www.lookatmystrata.com.au/605626/Login/Logon. Owners should contact Raine & Horne Corporate Facilities (enquiries@rhcf.com.au) to obtain their login details.

The purposes of this letter are first, to advise owners and residents of the policy and its contents and secondly, to update the existing Landmark pet register to make certain that all current pets are recorded together with relevant details of ownership, location, description, state of health etc. and to ensure that these details remain up to date.

The amended pet register will have the advantages of a complete record of all approved pets and will also permit the Executive Committee to monitor and exclude any non-resident pets using the gardens and grounds at Landmark.

It is therefore necessary for owners of already approved pets to complete the enclosed Application form and return it to Raine and Horne Corporate Facilities at enquiries@rhcf.com.au no later than **COB Friday 10 June 2016**.

It should be emphasised that owners of pets already approved under the previous policy are not required to “re-apply” for permission, but that the information on the Application form is, in those cases, only to update and keep current the pet register.

Any owner or resident who already has an unapproved pet, or in future wishes to keep a pet at Landmark, is subject to the new policy and must apply for permission using the attached Application form.

Please ensure that a fully completed Application form is received by Raine and Horne Corporate Facilities no later than COB Friday 10 June.

Also please be aware that any Application form received after that date will be treated as a completely fresh application for approval to keep a pet at Landmark.

I thank you in anticipation for your co-operation.

Yours faithfully,

Jane Godtschalk

Chairman, Executive Committee Landmark.

12 May 2016.

Landmark Pet Policy established for The Owners - Units Plan No 2413.

(In force from 20 April 2016 and replacing all previous pet policies).

Introduction

1. Section 32 of the *Unit Titles Management Act 2011* ("the Act") provides that a unit owner may keep an animal, or allow an animal to be kept, within the unit or the common property only with the consent of the Owners Corporation, which may give that consent with or without conditions but must not unreasonably refuse permission.
2. This policy is designed to assist the Executive Committee ("the EC"), owners and residents of Landmark in applying Section 32 of the Act and outlines the factors that will be considered in determining any application to keep an animal within Landmark.
3. This policy endeavours to cover a large range of potential pets and applies as far as it is relevant to the particular pet in question. Provisions for dogs and cats tend to dominate the requirements of this policy.
4. The types of animals in broad categories are defined in the Act; these include amphibians, birds, fish, mammals and reptiles.
5. The EC has determined the following general conditions (the Landmark Pet Policy) under which the Owners Corporation might give consent for an animal to be kept within a unit. The Pet Policy is consistent with the more general and diverse ACT Government policies managed by the Domestic Animal Services (direct telephone number of 62072424). Useful general information from Domestic Animal Services is available at the ACT Government Information Portal.
6. Decisions reached in accordance with this policy by the EC will be cognisant of the size and high rise nature of the unit complex and the need for any animals to share lift and other common access mechanisms and areas with a wide variety of residents, including those residents who may have allergies to particular animals.

Assistance Animals

7. The policy applies to an *Assistance Animal* as defined in the *Domestic Animals Act 2000 (ACT)* ie an animal trained to help a person with a disability to alleviate the effect of the disability, to the extent that it is not inconsistent with that Act and unless it would be unreasonable to apply it.
8. Provided documentation indicating the need for such assistance and the training and qualification of the individual animal can be provided, and that the animal is registered to permit ready identification and action in an emergency, *Assistance Animals* are

permitted in units with no restrictions other than those provisions imposed on all tenants, including:

- a. to maintain their units and associated facilities in a decent, safe, and sanitary manner and to avoid disturbing their neighbours or constituting a detriment to residents in their quiet occupation and use of their units; and
 - b. access to common areas.
9. In accordance with Section 9 of the *Disability Discrimination Act 1992*, a person with a disability is still liable for damage to property and person caused by an *Assistance Animal*. Accordingly, like any other animal owner, a person with a disability who has an Assistance Animal will be required to indemnify the Owners Corporation for claims, suits, liability, damages, demands, claims for costs or other expenses or losses arising as a result of the animal being kept on the premises.

General Limitations

10. Approval for an animal to be kept in a unit will be limited to a "common household pet", ie a domesticated animal, such as a dog, cat, bird, rodent (including a rabbit), or fish, that is traditionally recognized as a household pet and is kept in the home for pleasure and not for commercial purposes.
11. No more than one dog or one cat is permitted per unit.
12. Cats will not be permitted to be kept in any ground floor unit because of the danger to Landmark's prolific natural bird life which is encouraged and supported by many owners.
13. In the case of fish or birds, the applicant may seek approval to keep more than one but no more than can be maintained in a safe and healthy manner in a tank or a small cage.
14. Any animals deemed to be potentially harmful to the health or safety of others, including attack or fight-trained dogs, will not be permitted to be kept in Landmark including those dogs declared dangerous in accordance with clause 22 of the *Domestic Animals Act 2000*.
15. Access to common property for animals is restricted to permitting access to the owners unit and providing passage directly across common property.

Pet Owner Responsibilities

16. Before seeking permission to keep an animal at Landmark, residents are required to contact the ACT division of the RSPCA (Phone: 1300 477 722) and Domestic Animal Services (6207 2424) and seek advice on the legal and practical considerations of keeping an animal in a high rise apartment building. For example, the RSPCA

publications "Dogs in Apartments" and "Cats in Apartments" are strongly recommended as required reading for intending dog and cat owners.

17. Owners must ensure that pets do not use common property other than for direct access or carriage across that common property, and, if any fouling occurs, it is immediately cleaned up and reported to management.
18. To be granted approval to keep an animal at Landmark, pet owners must agree to keep their household pet responsibly. This undertaking includes:

A) Prior to Permission Being Granted:

- a. If the applicant is a tenant, written proof of the Lessor's permission to allow a pet in the unit must be produced (eg a permissive lease clause or letter from the owner).
- b. Pet owners must advise residents in the apartments on either side, above and below of their intention to seek to introduce a pet, and ascertain the nature and basis for any neighbour's objections.

B) Following Approval by Landmark:

- c. Pet owners must ensure that the pet and its living quarters are maintained in a manner to prevent odours and any other unsanitary conditions in the pet owner's unit and surrounding areas.
- d. Pet owners must ensure that kitty litter and all animal waste is double bagged and disposed of properly with their normal household waste. In particular, litter must not be placed in toilets or left in the owner's premises or elsewhere within the building or grounds.
- e. With particular reference to cats and dogs, owners granted permission for their pets to live at Landmark are required to abide by Animal Welfare (Welfare of Cats in the ACT) Code of Practice 2007) and/or Animal Welfare (Welfare of Dogs in the ACT) Code of Practice 1997.
- f. Pet owners must appropriately train and care for their household pets to ensure that they are not a nuisance or danger to other owners/tenants and do not damage common property or other residents' property or interfere with other owners'/tenants' peaceful enjoyment of their units or common property.
- g. Pet owners must comply with all public health and animal control laws applicable in the ACT, including any licensing requirements. In particular:
 - o Approved pets must, where applicable, be vaccinated and de-wormed, and kept vaccinated and de-wormed against the conditions tabulated in Annex A and any other condition that may be transmitted to other animals within the Landmark complex as recommended from time to time by the RSPCA. A certification of continuing currency, signed by a licensed veterinarian, is to

accompany the application, and an annual re-vaccination advice is to be filed with the Building Manager.

- If licensing and/or registration is required by ACT law, the animal must be licensed and/or registered accordingly, including, where required, by way of microchip (contact Domestic Animal services for details).
- Where microchipping is required, the microchip number is to be recorded on the application form (Annex B) against "Identification details".
- Any renewals to registration, licensing and/or the microchip number changes are to be provided promptly to the Building Manager.
- Where it is physically possible to do so, the pet must be identified by way of collar and a tag which provides contact details of the owner. This requirement is in addition to any legal requirement for an animal to be microchipped and/or wear a registration tag.
 - i ACT law requires that all dogs older than 6 months of age and all cats older than 3 months of age born after 21 June 2001 must be desexed unless the owner holds a permit issued by the ACT Registrar of Domestic Animal Services to keep a *Sexually Entire Animal* and specific approval has been given by the Body Corporate. An applicant to keep a cat or dog at Landmark must provide with their application evidence, certified by a licensed veterinarian, that the dog or cat is desexed. Approval to keep a *Sexually Entire Animal* will only be granted in exceptional circumstances.
 - ii Owners must ensure that the pet is appropriately and effectively restrained and under the control of a responsible individual while in the common areas of Landmark. Dogs and cats should be clearly under the control of a handler/owner either through a collar/halter/harness and leash or in a carrier.
 - iii Owners must provide, and keep current, an undertaking in the format of Annex C showing the name, address, and phone number of one or more alternate carers who will care for the pet if the owner is absent temporarily or becomes unable to provide the necessary care.
 - iv In circumstances where no alternative contact details have been provided to the Building Manager and the pet owner is absent and cannot be contacted, or is incapable of providing care to the pet, and the pet causes a nuisance and requires care, the pet owner agrees that the RSPCA will be contacted.

Pet Owner's Financial Obligations

19. Any residents who apply to keep a pet in their unit must undertake to pay for any damages to common property or other residents' property caused by the pet and to indemnify the Body Corporate against claims, suits, liability, damage, demands, claims for costs or other expenses or losses arising from the presence of the pet in the Landmark complex including the common property. To this end, approved applicants are to pay a refundable pet deposit of up to \$1,000.00 as determined from time to time by the EC, which will be held by the managing agent to pay for repairs, replacements, or any other expenses attributable to the presence of a particular resident's pet(s) in Landmark. The deposit will be held in The Owners Corporation Bank Account. Any unused portion will be refunded after the pet owner has notified the Building Manager that the pet is no longer kept in Landmark, at which time the pet approval will be withdrawn.
20. Applicants are encouraged to investigate the availability of personal liability insurance to cover the possibility of significant pet damage, or liability arising out of the pet's presence in Landmark.

Executive Committee's Responsibilities

21. Responsibilities include, but are not limited to, the following:
 - Consider applications for the keeping of a household pet;
 - Decide whether to approve, refuse approval or give conditional approval (eg by nominating an initial probationary period) taking into account matters such as, but not limited to,:
 - the nature of the animal being considered;
 - the increased risk of accidental injury to a non-avian pet that might be associated with the higher floors of the complex;
 - the floor and the particular unit noting that units are of varying sizes and some units have no external balconies.
 - Investigate and, if possible, resolve pet related complaints submitted in accordance with paragraphs 28-30.

- Review compliance with the Landmark Pet Policy and propose an appropriate course of action in cases where a problem related to pet ownership has been found to exist. This action may include issuing a warning, setting a deadline for correction of the problem, imposing conditions for continuation of approval, withdrawing permission, prohibiting pet ownership in the future and/or requiring that the pet be relinquished.

Approval process

22. To avoid any unnecessary expense, prospective pet owners should seek conditional approval from the EC for the type and breed of pet under consideration before entering into the expenses associated with pet ownership.
23. Pet owners will be required to submit a fully completed application for approval to the EC in the format shown at Annex B to this policy and obtain the formal approval of the EC before bringing a pet onto the premises. The application must include, as appropriate,:
 - i. Information and a photo sufficient to identify the pet and to demonstrate that it is a common household pet.
 - ii. Documentation from a veterinarian attesting that the pet:
 - has been spayed or neutered as described in paragraph 18 above;
 - has received all vaccinations/inoculations recommended by the RSPCA;
 - is identified in accordance with ACT law and paragraph 18 above; and
 - proof that the pet has been licensed and registered in compliance with local animal control laws.
24. Where the EC approves an application to allow a pet to be kept at the Landmark complex, before the pet is allowed to be brought onto the premises the pet owner must:
 - a. sign a statement in a form provided by the EC, indicating that he/she has read this Pet Policy and Guidelines, understands it, and agrees to comply with it, and that noncompliance may result in cancellation of any resultant approval.

- b. sign an indemnity in a form provided by the EC, indemnifying the Owners Corporation from any actions, claims, demands, loss or expenses arising out of the pet being allowed to be kept at the Landmark Complex; and
 - c. pay to the EC the refundable pet deposit outlined in paragraphs 18-19.
25. The EC will refuse to grant approval for an animal to be kept at Landmark if:
- i. the animal is not a common household pet; or
 - ii. the animal is considered to be potentially harmful to the health and safety of others;
 - iii. the applicant fails to provide complete pet information, pay the refundable pet deposit, or sign the undertakings required by and annexed to the Application Form.

Dealing with bad behaviour

26. Pets may be seized, impounded and disposed of by ACT Government authorities for a variety of violations including straying, creating a threat to public health or safety, causing injury, or being subjected to cruelty.

Animal nuisance

27. With particular regard to animal nuisance, this is defined in the *Domestic Animal Act 2000* as existing if the keeping or behaviour of an animal causes a condition, state or activity that constitutes:

- damage to property owned by a person other than the keeper, or
- excessive disturbance to a person other than the keeper because of noise, or
- danger to the health of an animal or a person other than the keeper,

The ACT Government's Domestic Animal Services organisation has instituted an "animal nuisance" complaint process including a specific **Animal Nuisance Complaint Form**, that can be found at "How to lodge an animal nuisance complaint". In view of the special conditions and interrelationships resulting from high rise living, the Executive Committee may take action in accordance with this policy on any complaint made, in conjunction with, or independently of, any ACT Government notification.

Complaints

28. Before considering lodging a formal complaint of animal nuisance, Landmark residents are encouraged to speak to the owner, who might be unaware that there is a problem and prove quite willing to rectify it, eg by additional training or supervision.

29. However, pets that makes noise continuously or intermittently to the disturbance of Landmark residents at any time of day or night might well be considered grounds for a formal animal nuisance complaint either to the EC or to Domestic Animal Services.
30. Any formal complaint of animal nuisance to the EC should be submitted on the **Animal Nuisance Complaint Form** to enable ready reference to Domestic Animal Services where required.

Resolution of complaints

31. The EC, in consultation with or by referral to Domestic Animal Services (where they have been contacted), or independently, will attempt to contact the owner to resolve the problem. If such action fails to resolve the problem in a reasonable period the EC may take all action necessary to ensure compliance to eliminate the behaviour or action complained of.

Inspections

32. Where a pet is deemed an animal nuisance or is considered to be in distress and the resident or the nominated alternative contacts cannot be contacted or decline to provide entry, the EC may approve emergency entry to the unit concerned. A member of the EC must be present during any such inspection.

Removal of pets

33. The EC may require the removal of any pet from a unit if the pet's conduct or condition is determined to be a nuisance or threat to the health or safety of other occupants of Landmark. Repeated substantiated complaints by neighbours or other residents regarding pets disturbing the peace of neighbours through noise, odour, animal waste, or other nuisance will result in the owner having to remove the pet and approval to keep the pet being withdrawn.
34. Any decisions made by the EC that a pet must be removed from the premises shall be notified in writing to the owner.

Alternative care of pets

35. If a pet owner is unable to continue to care for a pet and the caretaker(s) cannot be reached or fail to cooperate, then the EC will cause the surrender of the animal to the Domestic Animal Services and request that the pet be removed from Landmark. Any costs involved will be the owner's responsibility, but if the owner is unable or unwilling to pay, then the pet deposit the owner has paid may be used towards covering expenses.

Death of a Pet

36. The pet owner is responsible for arranging for disposal of any dead pet, including its timely removal from the Landmark complex.

Annex A: RSPCA recommended vaccination requirements

Annex B: Landmark Pet Permit Application Form

Annex C: Alternate Carer Undertaking

Annex A: RSPCA recommended vaccination requirements.

<i>Animal</i>	<i>Method of identification</i>	<i>Desexing</i>	<i>Vaccination and deworming</i>
Dogs	Microchip required Collar tag required	Yes -required	C3 (parvovirus, distemper, hepatitis) De-worming every three months
Cats	Microchip required Collar tag required	Yes - required	F3 (feline panleucopenia, feline herpesvirus, feline calicivirus) De-worming every three months
Rabbits	Optional microchip	Yes	Calicivirus
Guinea-pigs	Optional microchip	Optional	No
Ferrets	Optional microchip	Yes	Distemper
Mice	Optional microchip	No	No
Rats	Optional microchip	No	No
Birds (as companion animals)	Optional microchip	No	No

Annex B: Landmark Pet Permit Application Form

Applicant/Owner details

Applicant Name: _____ Unit: _____
 Phone: _____ E-mail: _____

Pet details

Type and breed of animal: _____ Approximate adult size: _____
 Training level achieved: _____ License Number (Attach copy): _____
 Microchip Number: _____ Collar Tag: Yes/No Photo: Yes/No
 Veterinarian (name, address, phone): _____

Applicant/Owner undertakings

License: The applicant undertakes to provide a copy of any required license (initial and renewal) to the EC before the pet is admitted to the property, and to keep the license current.
Information/Proof Received ___/___/___

Vaccinations: The applicant agrees to keep the pet properly vaccinated and de-wormed as per Annex B. Proof of currency herewith will be resubmitted annually to the EC.
Information/Proof Received ___/___/___

Neutering of cats and dogs: The applicant undertakes to have a dog or cat proposed as a pet spayed or neutered in accordance with ACT law and to provide proof thereof to the EC from a licensed veterinarian.
Information/Proof Received ___/___/___

Damages: The applicant agrees to assume all personal financial responsibility for damages to any property caused by the pet and to assume personal responsibility for personal injury caused by the pet to any party. Applicant accepts that the pet deposit herewith can be used for this purpose.

Failure to Comply with Pet Policy: The applicant undertakes that he/she has read and understood the Landmark Pet Policy, agrees to comply with it, and agrees that any violation of the rules or requirements may be grounds for the EC to require removal of the pet.

Surrender: The applicant agrees that if neither the owner nor the nominated alternate carer is able to care for the pet, then the EC may arrange surrender of the animal to Domestic Animal Services.

Neighbours' attitude: The applicant warrants that occupants of neighbouring apartments, beside, above and below, have been consulted and:

- Have raised no objections to the pet; OR
 wish to have their objections considered by the Pet Committee (contact details attached)

Alternate carer: An undertaking from the person who has agreed to be responsible for taking care of the pet in my absence in accordance with the Landmark Pet Policy is attached.

Applicant Signature and Date:

Annex C: Alternate Carer Undertaking

I, the undersigned, have agreed to be the alternate carer for < PET NAME > if
< OWNER'S NAME > is absent from Landmark for more than one day.

I understand and accept that, during such absences, I must take full responsibility for the pet's care which may include daily feeding, exercising, and proper disposal of waste.

I can be reached at:

Telephone:

Mobile:

Address:

Printed Name:

Signature

Date

PROPRIETORS OF UNITS PLAN 2413

ACKNOWLEDGMENT AND INDEMNITY BY PET OWNER

I <<insert name>> of <<insert address>> ("the Unit Holder") has applied to the Owners Corporation of Units Plan 2413 located at Landmark Apartments, Barton, in the Australian Capital Territory ("the Owners Corporation") to keep an animal/s or allow an animal/s to be kept within Unit _____ in Units Plan 2413 ("the Unit").

I acknowledge that upon return of a signed acknowledgment and indemnity, the Owners Corporation will approve the application on the following conditions (if any):

("the Approval")

I severally acknowledge and agree that:

Acknowledgment

1. I have read and acknowledge the Landmark Pet Policy and Guidelines as provided by the Owners Corporation from time to time;
2. I understand the terms and conditions of the Approval and agree to comply and be bound by those conditions and obligations;
3. I understand the terms and conditions contained in the Landmark Pet Policy and agree to comply and be bound by the obligations contained therein; and
4. I understand that a failure to comply with the Landmark Pet Policy may result in the Approval being withdrawn.

Indemnity

In consideration for the Owner's Corporation granting the Approval to me, without limiting the operation of any law or regulation:

I undertake to hereby indemnify and keep indemnified the Owners Corporation, its employees, agents and contractors, from and against all actions, claims, suites, liability, damages, demands, losses or expenses (including any costs of defending or settling any action, claim or demand) which the Owners Corporation, its employees, agents and contractors, may suffer, incur or sustain in connection with, or arising in anyway whatsoever including but not limited to any personal injury and/or property damage that arises out of the keeping of an animal or animals in the Unit and/or the common property and is caused to any party and/or their property whether contributed to, directly or indirectly, by any act or omission (including negligence) on the part of the Owners Corporation.

Without limiting the generality of the above, this indemnity operates, despite any negligence on the part of the Owners Corporation in:

- (a) allowing the animal or animals to be kept within the Unit or Common Property;
- (b) failing to place any conditions of whatever nature on the keeping of that animal or animals within the Unit or Common Property; or
- (c) failing to enforce the conditions of pet ownership contained in the Landmark Pet Policy or individual agreement with the Unit Holder.

Duration

This acknowledgement and indemnity operates from the date of the indemnity and continues until withdrawn in writing by the Owners Corporation.

DATED

SIGNED by

)
)

.....
(Unit Holders Name in Full)
in the presence of:

.....
(Signature of Unit Holder)

.....
(Signature of Witness)

.....
(Name of Witness in Full)

Acknowledgment:

The Landmark Owners Corporation is grateful to the Capital Tower Executive Committee for its permission to adapt their pet policy and associated documents for use by Landmark.

