

# Pet Policy

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## Definitions

Tenant	The employing company, Aboriginal corporation or government agency that holds a tenancy agreement with DEAL over a DEAL property
Occupant	The person/s living in the DEAL property held by the Tenant, who holds a formal role with the Tenant's organisation (i.e. owner, director, employee)
Property Manager	DEAL <i>In-house</i> Property Management Team
Pet	Pet means any domesticated animal that is kept by an Occupant in a DEAL property
Pet Application Form	The <a href="#">form</a> to be completed to allow a pet to reside in a DEAL property

## Purpose of the Policy

The purpose of this policy is to provide guidance on the terms and conditions of keeping a Pet in housing assets (houses and flats) held by DEAL. This includes guidance on the application and approval process.

## Context and Policy Objectives

### Context

DEAL was established in November 2014 by Rio Tinto and the Northern Territory Government as an independent, not-for-profit economic development organisation following the curtailment of the Rio Tinto alumina refinery. DEAL's vision is to see East Arnhem as a self-sustaining, resilient and prosperous region. As part of its establishment, Rio Tinto provided DEAL with 250 housing assets to support economic development in East Arnhem.

### Policy Objectives

To allow Occupants of DEAL housing assets to keep Pets and ensure:

- the Pet does not negatively impact on the quality of living for other people;
- the Pet does not cause damage to the DEAL housing asset;
- the Nhulunbuy Animal By-laws are upheld; and
- the Occupant is responsible for the Pet's welfare.

## Application and Approval Process

Information related to the application and approval process for keeping a Pet in a DEAL property is as follows.

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## **Pet Application**

In line with the Northern Territory Residential Tenancies Act, Occupants must notify DEAL of their intention to keep a Pet in a DEAL property. DEAL requests that this is done by completing a Pet Application Form, and must be done before a Pet may occupy the property. This application form can be obtained [online here](#).

The following should be considered when submitting a Pet Application Form:

- all dogs residing in a DEAL property must be registered with the Nhulunbuy Corporation;
- the Nhulunbuy Corporation animal by-laws are to be complied with at all times;
- for applications related to restricted animals within the Northern Territory such as protected wildlife or exotic species, a current permit to keep the animal must accompany the application;
- how appropriate the DEAL property is to keep the Pet type;
- applications for dogs and cats must be accompanied by a current photo of the Pet;
- the Occupant and the Tenant will both be required to approve the Pet Application; and
- the DEAL reserves the right to object to the application if the Pet Application request is unreasonable, taking into account the character and nature of the premises.

## **Considering whether a Pet is appropriate for your DEAL property**

In considering Pet Applications, DEAL will determine whether the request is reasonable, taking into account the character and nature of the premises.

### **Pets in houses**

Most Pets considered reasonable in DEAL houses are dogs, cats, fish, non-venomous reptiles, birds, guinea pigs and rabbits. Other animals may be considered by exception.

### **Pets in middle and top floor flats**

Pets considered reasonable in the middle or top floor flats are fish, non-venomous reptiles, birds, cats, guinea pigs and rabbits.

Dogs are generally not considered reasonable in the middle and top floor flats, due to noise disturbance that would be caused to the lower level flats through dogs' activity in the unit and animal welfare considerations given the size and limited outdoor areas.

The above considerations do not apply to guide dogs and service dogs.

### **Pets in ground floor flats**

Pets considered reasonable in ground floor flats are fish, non-venomous reptiles, birds, cats, dogs, guinea pigs and rabbits. Other animals may be considered by exception.

Whether it is reasonable to keep a dog in a ground floor flat will be assessed on a case by case basis. The decision will be made based on the dog's age, breed, personality and Occupant's commitment to care and exercise of the dog.

## **Approval of application**

Pet Applications will be considered and Occupants notified within 14 days of their Pet Application being submitted. If further information or investigation is required, the Occupant will be notified by the Property Manager in writing. If a Pet Application is considered to be unreasonable by the Property Manager, the Property Manager will notify the applicant in writing of the reason for which the application is considered unreasonable.

## **Occupant Responsibility**

It is always the responsibility of the Occupant to ensure a Pet residing at their residence:



- does not negatively impact on the quality of living for other people;
- does not cause damage to the DEAL housing asset;
- is in line with the Nhulunbuy animal by-laws; and
- is kept clean, healthy, happy and parasite free.

### **Breaches of Occupant responsibility**

The Property Manager reserves the right to revoke approval for a Pet if an Occupant breaches any of the following responsibilities regarding Pet ownership. Ongoing offences will result in a formal breach notice (RT04a) being issued.

#### **Animal at large**

Within the Nhulunbuy Town Lease, dogs must always be kept under effective control as per the current Nhulunbuy Corporation animal by-laws.

Pets are not permitted within any common area of the town flats unless under effective control and supervision by a person who has attained the age of 12 years of age.

'Under Effective Control' means:

- restrained by a leash, cord, chain or similar device that is no longer than three metres and is held by a person who has attained the age of 12 years and is competent to restrain the Pet; or
- in an animal carrier or vehicle, provided the Pet is attended by a person who has attained the age of 12 years of age.

#### **Damage to property**

If the Property Manager observes damage to a property caused by a Pet, the Occupant will be notified in writing and will be responsible for repairing the damage in a timely manner. Measures must then be taken by the Occupant to prevent the damage reoccurring. If the Occupant does not comply with repairing the damage, or if it reoccurs excessively, the approval for the Pet responsible for the damage will be revoked.

#### **Excessive noise**

A Pet will not be permitted to disturb the peace for other members of the community. A dog barking to protect a property is normal but barking or howling for long periods is not acceptable.

If any Pet creates excessive noise that disturbs other residents of the community, the matter will be investigated by the Property Manager. All valid noise complaints will result in the Property Manager issuing the Occupant with a warning.

If the matter is not resolved and three or more warnings are issued within a twelve-month period, the approval for the offending Pet will be revoked.

#### **Dog attacking or menacing a person**

Occupants are responsible for ensuring their Pet does not menace or attack another person or animal. Complaints and incidents will be referred to the local animal control authority. If the Occupant is found to be at fault through the Nhulunbuy Corporation animal by-laws, the approval will be revoked for the Pet involved.

If an incident occurs more than once with another Pet owned by the same Occupant, the Occupant will again have Pet approval revoked and will no longer be permitted to keep a pet within a DEAL property.

#### **Welfare of animal**

The Occupant is responsible for the proper care and feeding of their Pets. This includes ensuring the Pet is kept clean, healthy, happy and parasite free.

All welfare complaints and concerns regarding a pet will be taken seriously and reported to the appropriate authority. Welfare concerns that are unable to be rectified will result in the pet agreement being revoked and the Occupant will no longer be permitted to keep a pet in a DEAL property.



If the health or safety of the Pet is threatened by the death or incapacity of the Occupant or if the pet is left unattended for 48 hours, the Property Manager will contact the Tenant. If the Tenant is unwilling or unable to care for the Pet, the Property Manager will arrange for a local animal welfare/control authority to remove and care for the pet. This care will be arranged for a maximum of 14 days at the cost of the Occupant. The release of the Pet will only be agreed upon by the Occupant paying costs associated with the removal and care of the pet.

If a Pet is removed from an Occupant more than once, the approval for that Pet will be revoked, and the Occupant will no longer be permitted to keep a Pet in a DEAL property.

### **Hygiene and odours**

The Occupant is responsible for ensuring the property and Pet are always kept in a hygienic state.

All waste materials and faeces must be immediately disposed of in a public garbage receptacle or in the Nhulunbuy Corporation approved garbage bin.

If the animal defecates in a public or common area, the Occupant is responsible for immediately removing the faeces and disposing of it in an appropriate manner.

If the Property Manager receives a complaint in relation to Pet hygiene or odours, the matter will be investigated and may result in a warning being issued to the Occupant. If the matter is not resolved and three or more warnings are issued within a twelve-month period, the approval will be revoked and the Occupant no longer being permitted to keep a Pet in a DEAL property.

### **Keeping animals for commercial purposes**

Pets shall not be kept, bred or used at DEAL properties for commercial purposes without approval in writing from DEAL. Doing so without approval will result in a first and final notice being issued to the Occupant. A second incident will result in the approval being revoked and the Occupant will no longer be permitted to keep a Pet in a DEAL property.

## **Complaints and Investigation Process**

All complaints related to Pets in DEAL housing assets will be investigated and referred to the appropriate authority as necessary. The Occupant and Tenant will both be notified if a complaint is received.

Community members are encouraged to report all animal related incidents in DEAL properties to the Property Manager as soon as possible and the Nhulunbuy Corporation Animal Management Officer where appropriate.

If the Occupant is found to be in breach of their responsibilities in relation to their Pet, formal written advice will be issued on the outcome of the investigation. The outcome may result in a warning being issued to the Occupant, approval being revoked for the offending Pet or the Occupant no longer being permitted to keep any Pet within a DEAL property.

## **Revoking a Pet Agreement**

If the Property Manager revokes a Pet Agreement the Occupant will be notified in writing. The Occupant must then ensure the Pet is removed from the property within seven days. If the Occupant fails to remove the Pet, a notice to vacate the premises will be issued in line with the terms of the tenancy agreement.

## **Vacating the Property**

The Occupant is responsible for repairing all damage caused by a Pet prior to vacating a property. If the Occupant fails to do so, the Tenant's bond will be withheld for repairs.

The Occupant is responsible for ensuring the property is vacated in a clean and hygienic condition.



The Occupant must have the property treated professionally for fleas and ticks prior to vacating the property. A tax invoice showing the date and address of the property treated must be presented to the Property Manager.