



Pet Application

To be completed and signed by the applicant with relevant documentation and forwarded to info@paradisegrove.com.au for consideration of the management. Please note that you will also have to apply with the relevant Body Corporate Committee. I have included their details in the attached email.

I/we _____

Unit Number _____

agreed to the required Paradise Grove conditions with regard to keeping of an animal in Paradise Grove. We also agree to follow the following Pet guidelines of management. (Both sets of guidelines are attached to this email).

I/we enclose the relevant documentation as part of the Pet Resume:

Type of animal _____

Name of Animal _____

Sex of Animal _____

Age of Animal _____

Size of Animal _____

Is it house & obedience trained _____

Is the Animal de-sexed _____

Please attach the following supportive documentation:

_____ Photo of animal

_____ Gold Coast City Council Animal Registration Papers

_____ Vet Immunisation Documentation showing animal vaccinated, wormed, micro-chipped and if de-sexed.

Signed _____

Date: _____

Phone number _____

Email _____



By-Law 11 Keeping of Animals

- 1.** The Occupier of a lot must not bring onto or keep any animal on the scheme land, unless the Occupier obtains the prior written approval of the Body Corporate Committee.
- 2.** If written approval has been given by the Body Corporate Committee to keep an animal on the Scheme Land, the Occupier responsible for the animal must:
 - (a)** Keep the animal within the lot while it is present on the Scheme Land:
 - (b)** Not allow the animal to roam on common property or into other lots:
 - (c)** Not bring the animals into any Recreational Facilities:
 - (d)** Only allow the animal to traverse the Common Property when the animal is being brought onto or taken off the Scheme Land, at which time the animal must be carried, transported in a pet carrier or otherwise appropriately restrained:
 - (e)** Take all reasonable steps to ensure the animal does not defecate or cause any mess on Common Property, and if it does, clean it up immediately using an enzymatic cleaner designed for neutralising odours (not household detergents):
 - (f)** Ensure that any animal litter or waste is promptly and effectively disposed of, including that any waste put in Scheme rubbish bins is double bagged to avoid spillage or noxious odours:
 - (g)** Take reasonable steps to ensure the animal does not make noise, or otherwise cause a nuisance, that would interfere unreasonably with any person's use or enjoyment of another lot or common property"
 - (h)** Take reasonable steps to minimise the transmission of airborne allergens by regular vacuuming of the lot and grooming of the animal:
 - (i)** Ensure the animal complies with all Gold Coast City Council regulations and provide evidence of registration to the Body Corporate Committee on a yearly basis:
 - (j)** Ensure the animal is kept in good health and is free from fleas' parasites:
 - (k)** Not allow or authorise the keeping of any additional, replacement or substitute animals in the lot that have not been approved by the Body Corporate Committee: and
 - (l)** Ensure that any animal kept in a tank or a cage does not cause a nuisance to other Occupiers, and would not cause concern to other Occupants if it escaped. Examples of animals that may cause concern or a nuisance include, but are not limited to, birds, snakes and spiders.
- 3.** This by-law does not apply to a person who has the right to be accompanied by a guide, hearing or assistance dog under the Guide, Hearing and Assistance Dogs Act 2009.
- 4.** The Body Corporate Committee is entitled to rescind permission for the animal by written notice if it reasonably considers that the Occupier has not complied with the conditions of approval and has failed to respond appropriately to a warning about the Body Corporate Committee's concerns. The Occupier must remove the animal from the complex within 14 days of the written notice.

Signed: _____

Date: _____



TERMS AND CONDITIONS

The tenant/s acknowledge and agree to the following terms:

1. The lessor has agreed to permit pet/s at the premises as specified in the general Tenancy Agreement and this Pet Agreement;
2. No pets/s other than the approved pet/s may reside on the premises;
3. The tenant accepts full responsibility and indemnifies the lessor/agent for any claims by or injuries to third parties or their property caused by, or as a result of actions by their pets and regardless of the approval status;
4. The tenant further agrees to unilaterally indemnify the lessor/agent from any and all liability in relation to the actions of the pet/s including but not limited to the tenant's pet escaping the property and causing loss, damage, injury or costs to any other party;
5. The tenant agrees to have the carpet professionally cleaned and to have the residential premises treated by a professional pest control provider/entity if animals have been kept on the residential premises during the tenancy;
6. Pets are to be inside at all times unless otherwise specified in the Tenancy Agreement/Pet Agreement. Should the tenant breach this term the tenant understands that at the lessor's discretion they will be required to remove the pet from the property permanently;
7. The tenant acknowledges that this is an application to keep pet/s on the premises and does not guarantee that approval will be given;
8. The tenant agrees that no additional animal/s will be kept on the premises, either short term or temporarily;
9. The tenant agrees that in the event of a complaint being received regarding the pet/s from the local authority, Neighbours or any other body, if the complaint is shown to be justified and correct, the tenant will be required to remove the pet/s immediately from the premises permanently;
10. If the pet is a dog, then tenant agrees to restrain or remove the dog from the premises for the duration of inspections arranged by the agent with the required notice given;
11. The tenant agrees to clean up after their pet/s and to dispose of their waste quickly and properly;
12. The tenant/s agree to not leave food for their pet/s outside their dwelling where it may attract other animals or vermin;
13. The tenant agrees not to breed or allow the pets to reproduce.
14. The tenant/s agree if they keep fish they accept responsibility for any damage due to leakage or spillage of water;
15. The tenant/s understand, agrees and warrants that dogs of a prohibited breed declared dangerous must not be kept or brought onto the premises or common property; The undersigned agree and acknowledge that on approval by the owners, as notes below, the terms of this application become an express term of the tenancy and as such become effective and binding on the undersigned.
16. The tenant agrees that any damage caused to the lawns and or garden caused by the keeping of pets shall be the responsibility of the tenants to rectify the damage.
17. The Tenant shall be liable for any damage or injury whatsoever caused by the pets on the Property, whether they are the pet of a Tenant or guest, Tenant's pets or their guests' pets and regardless of their approval status.
18. The Tenant agrees to arrange for Flea Fumigation at the end of the tenancy or at a time during the tenancy as required or requested by the Lessor / Lessor's Agent carried out by a Company complying with Australian Standards.

Signed: _____

Date: _____

Owner Response Letter

I refer to the Pet Application submitted by Tenants names on the Date in regards to the type and sex of animal, name and age of animal. This form needs to be returned to info@paradisegrove.com.au by the date 13 days after application date at the latest to ensure the tenants receive a reply within the 14 days allowed.

The landlord must give the tenant an answer within 14 days after receiving the application. If the landlord does not respond within 14 days, or if the landlord says no but fails to give one of the approved lists of reasons to refuse a pet, then the pet application is deemed to have been approved.

Silence from the owner = Pet Application is approved

- ☐ I approve the keeping of the requested pet in my unit providing the conditions of approval are complied with. The Body Corporate by-law 11 requires approval by the Body Corporate and as such, you need to receive written Body Corporate approval before bringing an animal on site. The Body Corporate refusal will override this approval.

- ☐ I Regret to inform you that I will not be allowing the request for a pet in my unit. I am refusing the application on the grounds of point Point number below. I believe the Point number applies because

1. keeping the pet would exceed a reasonable number of animals being kept at the premises;
2. the premises are unsuitable for keeping the pet because of a lack of appropriate fencing, open space or another thing necessary to humanely accommodate the pet;
3. keeping the pet is likely to cause damage to the premises or inclusions that could not practicably be repaired for a cost that is less than the amount of the rental bond for the premises; v29 [s 44] Housing Legislation Amendment Act 2021 Chapter 2 Amendment of Residential Tenancies and Rooming Accommodation Act 2008 Part 3 Amendments commencing by proclamation 2021 Act No. 19 Page 65 Authorised by the Parliamentary Counsel
4. keeping the pet would pose an unacceptable risk to the health and safety of a person, including, for example, because the pet is venomous;
5. keeping the pet would contravene a law;
6. keeping the pet would contravene a body corporate by-law or park rule applying to the premises;
7. the tenant has not agreed to the reasonable conditions proposed by the lessor for approval to keep the pet;
8. the animal stated in the request is not a pet;

Signed: _____

Date: _____