

**Request To Keep An Animal
Application Form**

**Riviera Apartments
Strata Plan 64846
5 Blackwall Point Road
CHISWICK**



Dear Executive Committee,

I / We _____
(name/s)

request permission to keep an animal on the premises of:

Unit / Lot # _____ / _____
(address)

An animal in question is:
(please tick the appropriate box and advise where required)

Cat _____
(type and breed)

Dog _____ and weighs approximately _____ kg.
(type and breed)

Caged bird _____
(type)

The following information must be provided with this application form in relation to cats and dogs:

Evidence of vaccination details and micro chip number

Evidence of registration document issued by the local Council authority

(please refer to the following Special By-Law 5 “Animals” in registered dealing AC888038)

(applicant's signature) _____ / _____ / 20
(date)

Owner

Tenant (NOTE: If you are a tenant, you must have the Owner of the Lot co-sign this application form to confirm that the Owner has given consent to keep the animal in the Lot)

(owner's signature) _____ / _____ / 20
(date)

Special By-Law 5 “Animals” (in registered dealing AC888038)

1. Special By-Law/By-Law 16 is repealed.
2. Subject to Section 49(4) of the Strata Schemes Management Act 1996, no animal may be kept in a Lot, except in accordance with conditions set out in this By-Law.

Conditions:

- a) An Owner or occupier of a Lot in the Scheme (“owner/occupier”) must not keep an animal on the Lot unless it is a:
 - i) cat;
 - ii) dog weighing less than 10kg (other than a dangerous dog as defined in the Companion Animals Act 1998);
 - iii) caged bird; or
 - iv) fish in a secure aquarium.
- b) An Owner/occupier must obtain the Owners Corporation's written approval before keeping a cat, dog or caged bird on a Lot.
- c) An Owner/occupier must ensure that his cat, dog or caged bird is vaccinated and micro chipped, registered with the local Council and its registration number is given to the Executive Committee prior to and during it being kept on the Lot.
- d) An Owner/occupier must ensure that his cat, dog or bird:
 - i) is kept within the Lot whenever practicable;
 - ii) is carried, leashed, caged or otherwise kept under control when on the common property;
 - iii) has its waste immediately removed from the common property; and
 - iv) does not interfere with the peaceful enjoyment of another Owner or occupier of a Lot in the Scheme, or damage the common property or the property of another Lot Owner or occupier and any such damage caused must immediately be made good at no cost to the Owners Corporation.
- e) Any animal found on the common property that is not carried, leashed, caged or otherwise accompanied by a person at all times while on the common property, may be removed at that time from the common property to the RSPCA or similar facility without the need for prior investigations as to ownership and without any duty to recompense an Owner, occupier or visitor to the Scheme any associated costs, including but not limited to any costs associated with the animal's recovery.
- f) If three or more substantiated complaints about an animal's behaviour are made within 60 days by another Owner or occupier of a Lot in the Scheme, the Executive Committee shall be entitled to rescind its consent by way of written advice to the Lot Owner and occupier, following which the animal must be removed from the Scheme within the next seven days.