

APPENDIX II TO LIFE LEASE FREQUENTLY ASKED QUESTIONS

THE LINK
735 STERLING LYON PARKWAY
WINNIPEG, MANITOBA

PET POLICY

June 9, 2016

No tenant shall have or permit any animals or domestic pets to be in any suite, nor the common areas, unless the tenant follows the rules about pets set out below, as same may be added to or amended from time to time.

If the tenant follows the rules about pets set out below, as same may be added to or amended from time to time, the tenant may have and keep:

- a. fish in aquariums or other proper containers for same; and
- b. up to two of the following animals:
 - i. domestic cat;
 - ii. domestic dog; or
 - iii. caged birds (except pigeons).

Rules about pets:

1. The tenant must complete and sign a Pet Application Form before occupying the unit with a pet and such Pet Application Form must include the following:
 - a. a current photograph of the pet(s);
 - b. valid pet license(s) issued pursuant to City of Winnipeg By-Law No. 92/2013;
 - c. certificate of Vaccination(s) issued pursuant to City of Winnipeg By-Law No. 92/2013; and
 - d. proof of spay or neutering of any cats or dogs.
2. The tenant must pay a pet damage deposit in the amount of one month's rent. The

Landlord will refund the pet damage deposit after the tenancy ends unless the Landlord has made a claim against the deposit for extra cleaning costs or for the cost of repairing damage.

3. Pets shall not be kept, bred, or used for any commercial purpose. All cats and dogs must be spayed or neutered by six months of age unless the procedure is deemed medically unsafe by a veterinarian.
4. Pets must be confined to the pet owner's unit and must not be allowed to roam free or must be tethered.
5. Pets must not be left unattended on patios or balconies.
6. Pets in transit must be carried, restrained by a leash no longer than 6 feet, or placed in an animal carrier.
7. Pets are not permitted in any of the buildings common areas, including guest suites, except for the expressed purpose of exiting/entering the building. Pet owners shall not exit or enter the building through any of the common/multipurpose rooms.
8. Persons who walk pets are responsible to ensure that they properly clean their pet's paws before allowing them to enter the building. Toweling a pet's paws before reentering the building is an example of an acceptable cleaning procedure.
9. Persons who walk pets are responsible for immediately cleaning up after their animals and discarding securely bagged pet droppings in the refuse room garbage containers. Cat litter MAY NOT be disposed of in toilets. No pet waste may be dropped down trash chutes unless securely double-bagged.
10. Pet owners/caregivers are responsible for any damage caused by their pets. Any damage caused by cleaning chemicals or other such materials used in an attempt to remedy said damage is also the full responsibility of the pet owner/caregiver
11. Pets shall be exercised in pet exercise areas specifically designated for their use by the Landlord.
12. At all times, the tenant or other person in control of any permitted pet shall ensure that the Landlord or other tenants are not disturbed, or annoyed by such pets and that such pets do not cause any disturbance, or nuisance upon or in any part of The Link. No tenant shall allow their pet to become a nuisance or create any unreasonable disturbance. Examples of nuisance behavior for the purposes of this paragraph are:
 - a. Pets whose unruly behavior causes personal injury or property damage;

- b. Pets who make noise continuously and/or incessantly for a period of 10 minutes or intermittently for 1 hour or more to the disturbance of the Landlord or any Tenant at any time of day or night;
 - c. Pets in common areas who are not under the complete physical control of a responsible human companion and on a hand-held leash of no more than six feet in length or in a pet carrier;
 - d. Pets who relieve themselves on walls or floors of common areas;
 - e. Pets who exhibit aggressive or other dangerous or potentially dangerous behavior; and
 - f. Pets who are conspicuously unclean or parasite infested.
13. If any pet is at any time causing an unreasonable interference with the other tenants' use and enjoyment of their units or the common areas, such unreasonable interference being determined by the Landlord in its sole discretion, either because of the pet's conduct while in the common area or because its conduct within the tenant's unit, then the Landlord shall have the right to enforce the attached Complaint Resolution Process.
14. No pet that is deemed by the Landlord, in its absolute discretion, to be a nuisance shall be allowed on any part of the premises including the building.
15. No visiting pets are permitted on any part of the premises. Only tenants' pets that have been registered with a Pet Application Form are allowed on the premises and in the building.
16. Pet caregivers shall indemnify the Landlord and hold it harmless against loss or liability of any kind arising from his or her pets.
17. In order to report an infraction of these rules, a tenant or property management staff member shall write down a description of the infraction and deliver it to the Landlord. If the Landlord is in agreement with such complaint, the Landlord will deliver written notice of the violation to the offending tenant.

COMPLAINT RESOLUTION PROCESS

Upon the Landlord receiving a written complaint from a tenant in the complex, and acknowledging that the complaint is in fact valid, the following will typically occur:

First complaint: a notice in writing will be sent to the pet owner outlining the complaint. The pet owner will have five business days to respond in writing to the Landlord with proposed corrective measures to resolve the issues outlined in the written complaint. If the Landlord does not receive a written response within that time, or if the Landlord does not accept the pet owner's response, the Landlord will issue a written order to the pet owner outlining the Landlord's requirements for the pet owner to correct the situation.

Second complaint: the Landlord will follow the procedure set out for a first complaint. Alternatively, or additionally, the Landlord may require the pet owner to attend a meeting to discuss corrective measures. The Landlord will make efforts to arraign such meeting at a mutually agreeable place, date, and time.

Third complaint: the Landlord will follow the procedure set out for a first complaint. Alternatively, or additionally, the Landlord may require the pet owner to attend a meeting to discuss corrective measures. The Landlord may give the pet owner notice in writing that their pet will need to be permanently removed from the property within thirty days of receipt of such written notice. Or the Landlord may give the pet owner notice to move out (notice of one rental payment period).

Please note that the Landlord will keep the name of complainants anonymous to the pet owner.

Although the Landlord will in general follow the Complaint Resolution Process, if the Landlord deems that the removal of a pet is urgently required, the Landlord may, in its sole discretion, require the tenant to immediately remove pets from the premises.

All costs incurred by the Landlord in connection with the enforcing of the foregoing provisions will be for the account of the tenant and shall be recoverable from the tenant.