

**Pet Application Form**  
**SP 86806**

SEND COMPLETED FORM TO: Whelan Property Group

Email: [strata@whelanproperty.com.au](mailto:strata@whelanproperty.com.au) Fax: 02 9281 9915 Tel: 02 9219 4111

Strata plan number: SP

Address of plan: \_\_\_\_\_, Pyrmont 2009

Apartment Number: \_\_\_\_\_

Applicant's name: \_\_\_\_\_

Telephone: \_\_\_\_\_

Email: \_\_\_\_\_

Type of pet: \_\_\_\_\_

Age of pet: \_\_\_\_\_

Name of pet: \_\_\_\_\_

Description of the pet: \_\_\_\_\_

Council Registration Number: \_\_\_\_\_

Micro-chipped:  Yes  No

Vaccinated:  Yes  No

Cat and dog owners in NSW are legally required to microchip and register their pets. Kittens and puppies must be micro-chipped before they are 12 weeks old or before being sold or given away. They must then be registered before they are 6 months old.

All cats and dogs over 12 weeks old must also wear an identification disc that is engraved with their name and their owner's contact number, which is attached to their collar when outside their home.

<http://www.cityofsydney.nsw.gov.au/live/animals/registration>

I (The Applicant) request consent of the Owners Corporation to keep the above detailed pet on our property.

Signed (Pet Owner): \_\_\_\_\_

Date: \_\_\_\_\_

Check list (Please ensure that you provide all documents listed below with your application)

- |   |  |
|---|--|
| <input type="checkbox"/> Council registration certificate | <input type="checkbox"/> Microchip certificate   |
| <input type="checkbox"/> Photo of the animal(s)           | <input type="checkbox"/> Vaccination information |

## Pet Keeping Agreement

I/we:

1. Have read and understood the by-laws for SP86806 regarding pets as detailed below.
2. Agree to abide by the by-laws for SP 86806
3. Understand that it is my/our responsibility as pet owners to:
  - ✓ monitor the noise from the pet, ensuring they do not unreasonably cause annoyance or disturbance to neighbours
  - ✓ maintain a high standard of cleanliness and sanitation at all times, cleaning and disposing of any animal waste within the lot or common property
  - ✓ maintain a high standard of preventative health care e.g. flea and worm treatment
  - ✓ keep the pet under control at all times within the lot or common property
4. Acknowledge that I/we shall be liable for any damage to common property caused by the pet and shall pay the Owners Corporation immediately for any costs incurred in rectifying this damage.
5. Accept full responsibility and indemnify the Owners Corporation for any claims by, or injuries to, third parties or their property caused by, or as a result of, actions by my pet.
6. Acknowledge that the consent of the Owners Corporation operates in respect of the nominated pet only and that any change of pet must be the subject of a separate application.
7. Acknowledge that in the event of a breach of this agreement the Owners Corporation may withdraw any consent it has given me for the keeping of a pet.
8. Understand that dogs of a prohibited breed or declared dangerous must not be kept or brought onto the lot or common property.

Signed (Pet Owner): \_\_\_\_\_

Date: \_\_\_\_\_

Where the signatory to this agreement is a tenant this form must also be signed by the lot owner/lot owner's managing agent as an indication that they give permission for an animal to be kept on the property.

Lot Owner / Agent Name: \_\_\_\_\_

Lot Owner / Agent Signature: \_\_\_\_\_

Agency Name: \_\_\_\_\_

Date: \_\_\_\_\_

## By-Laws

The by laws relating to pet ownership are:

### By-law 3. Keeping of animals

3.1 The provisions of by-law 19.1 to 19.5 of the Community Management Statement apply to the keeping of animals within Jacksons Landing. The power of the Community Association to approve pets in strata buildings has been delegated by the Community Association to the relevant Owners Corporations. These are set out (as delegated or amended) in the following subparagraphs.

3.2 An Owner or occupier of a lot may keep an animal (other than an Excluded Dog) on the lot with the written approval of the Owners Corporation.

3.3 If an owner or occupier is permitted under these by-laws to keep an animal then the owner or occupier must:

- (a) keep the animal within the confines of the lot; and
- (b) supervise the animal when on any part of the common property or the Community Association land; and
- (c) take any action that is necessary to clean up all areas of the lot, the common property or the Community Association land that is soiled by the animal; and
- (d) not allow the animal into the Recreational Facilities.

3.4 The owner or occupier of a lot is liable to the owners and occupiers of other lots and each other person lawfully on the common property or Community Association land for:

- (a) any noise which is disturbing to an extent which is unreasonable; and
- (b) for any damage to or loss of property or injury to any person caused by the animal.

3.5 This by-law:

- (a) applies to any owner, occupier or visitor to the Building or the Community Association land;
- (b) does not prevent the keeping of an assistance animal within the meaning of the *Disability Discrimination Act 1992* (Cth); and
- (c) does not allow an Excluded Dog to be kept or brought onto any lot or Community Association land or common property.

3.6 Where owners or occupiers are in continuing breach of this by-law, the Owners Corporation may withdraw its consent for the keeping of the animal.