



## Nuisance Pets in Condominiums - It's not the Dog's Fault!

By [Barbara Holmes](#) on December 20, 2011



Although condominium ownership allows one to own a portion of a larger piece of property, the unit owner does not have the same freedoms with respect to that property as would be had in the case of a detached, freehold residential dwelling. The condominium unit owner is required to abide by the rules of the corporation that have been created for the purpose of preventing unreasonable interference with the use and enjoyment of the common elements, the units or the assets of the corporation.

While enjoying one's own unit, such enjoyment is not to be at the expense of interfering with the use and enjoyment of the other owners in the condominium community.

While many condominium corporations allow pets in the condominium, owners must comply with the rules regarding pets. If a unit owner breaches the rules, the unit owner runs the risk that the pet will be declared a nuisance animal and be required to be permanently removed from the property. This is what happened in the case of [York Condominium Corporation No. 26 and Ramadani](#).

The unit owner permitted her dog to go out on the 2nd-floor balcony where it barked at passers-by and urinated, with the result that the urine flowed over onto the patio of the unit immediately below.

Property management wrote to the unit owner advising of these problems and asking how the unit owner intended to deal with those issues. Aside from an initial denial of all the allegations, the unit owner did not respond. After ignoring these letters, an additional letter was sent advising the owner that the dog was considered to be a nuisance and was to be removed from the property. That letter was also ignored and she failed to remove her dog from the property. A subsequent letter from legal counsel for the condominium corporation notified the owner that the dispute was being submitted to mandatory mediation and identified four mediators, one of whom she was entitled to select. The respondent failed to respond to this request as well, and as a result, legal counsel for the corporation wrote again to the unit owner initiating arbitration proceedings pursuant to [Section 132\(1\)\(b\) of the Condominium Act](#). This letter was also ignored.

Not only did the unit owner ignore all of the written communication received from the corporation and its lawyer, she flagrantly disregarded the demand that the dog be removed and continued to allow her dog to go out onto the balcony and bark and urinate.

It was not until the corporation commenced legal proceedings that the unit owner retained a lawyer and decided to deal with these issues, most of which was a complete denial of all the allegations. Unfortunately for the unit owner and her dog, this was too little, too late.



## Condo Reporter

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Based on the fact that the unit owner failed to respond to the corporation's reasonable requests and allowed the offensive conduct to continue, the court had no problem in issuing an order for the unit owner to remove her dog from the unit and requiring the unit owner to pay \$1384.25 for the cleaning costs the corporation had incurred and \$806.65 its legal costs in relation to the mediation and arbitration paperwork. The judge reserved its decisions as to the costs relating to the court proceedings. This turned out to be very costly for the unit owner.

As most pet owners consider their pets to be family members, having to permanently remove one's pet would be heart-breaking. The result in this case could have been significantly different had the unit owner addressed all of these issues and co-operated with management and the corporation in order to achieve a compromise that would allow her to keep her pet and not infringe on other unit owners.

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