

# Appendix to rental contract for residential properties – agreement on the keeping of pets

In the interest of keeping pets responsibly

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Reference No.

Rented property

Address

Floor

Tenant

Represented by

Tenant 1

Tenant 2

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Pets (companion animals) can make a significant contribution to the well-being of people, and therefore fulfil an important social role. But in turn, pets must be kept under conditions that promote their own health and well-being. As an appendix to the existing rental contract for residential properties, the tenant shall be expressly granted the right to keep the species of animal as stated below.

Animal species:

Number:

In the case of dogs:

– Breed:

– Approximate height at shoulder when fully grown:

This agreement shall take effect on:

The agreement shall apply to the above-mentioned species of animal(s) only. It does not give the tenant a “general right” to keep pets in the rented property. Any change to the number and type of animals of more than 4 months duration shall require a new agreement.

## 1. Validity

Express approval by the landlord to keep pets is required specifically for dogs, cats, parrots and such wild animals that require a licence according to animal protection or hunting regulations. In doubtful cases, the tenant shall seek approval from the landlord.

Small animals such as guinea pigs, hamsters, chipmunks, pet mice and rats, chinchillas, pet rabbits, small tortoises, canaries, budgerigars (parakeets) and ornamental fish can be kept in residential properties without the approval of the landlord insofar as the number of animals is maintained within normal limits and as long as the animals are kept under humane and ethical conditions.

The following conditions are an integral part this agreement.

## 2. Ethical standards when keeping pets

The tenant shall at all times strive to take full account of the needs of the pets from the spatial, care and social points of view, and in all respects keep the pet as appropriately as possible for the particular species. It shall

be the duty of the tenant to respect and care for the pet. The tenant shall be fully aware of his/her responsibilities with regard to the well-being of the pet.

## 3. Peace and quiet

The tenant shall ensure that the peace and quiet of other residents shall not, by any reasonable standards, be excessively disturbed by his/her pet.

## 4. Duties with regard to hygiene and cleaning

The tenant shall pay special attention to hygiene when keeping a pet.

Annoyance to other residents as a result of excessively noisy animals, unpleasant odours, animal hair or feathers, etc., shall be avoided.

If the pet soils communal areas such as staircases, lifts, laundry rooms, cellars or underground car parks, etc., the tenant shall participate in cleaning either directly or indirectly.

Final cleaning of the rented property shall be the responsibility of the tenant. The tenant shall clean, or have

cleaned, carpets and flooring using suitable special equipment at his/her cost so that no traces of odours, animal hair or feathers, etc., remain.

### **5. Soiling of the surrounding area**

The tenant shall, on his/her own initiative, be generally responsible for the removal of any faecal deposits.

To maintain cleanliness and avoid soiling, dogs must be taken to specially designated locations. If no such place is available in the vicinity of the rental property complex, then public dog toilets shall be sought out. If the tenant's dog should soil the area immediately surrounding the building, such faecal deposits shall be removed by the dog owner without delay.

If the tenant should notice that his/her cat is leaving uncovered faecal deposits in the vicinity of the building, he/she shall participate in its removal. Furthermore, the tenant shall participate directly or indirectly in the on-going removal of faecal deposits left by his/her cat in the children's playground.

### **6. Supervision**

The dog owner shall supervise his/her dog at all times within the overall building complex and associated property. In the communal areas of the rented property such as staircases, lifts, laundry rooms, cellars and underground car parks, etc., the tenant shall keep his/her dog on the leash at all times and without exception. The landlord will generally determine any access by dogs to the children's playground.

Cats shall be permitted to roam free, and male and female cats shall be castrated, respectively medically treated, when not kept for breeding purposes. Secure, burglar-proof cat ladders and cat flaps are permitted if they are aesthetically and functionally in keeping with the rented property. Installation and any removal costs shall be the responsibility of the tenant. The parties must reach prior agreement on the design of cat ladders and cat flaps.

### **7. Consideration and security of fellow tenants**

The tenant shall take due consideration of fellow tenants when keeping pets. The tenant shall take steps to ensure that the keeping of pets shall not put fellow tenants at risk.

### **8. Liability**

The tenant shall be liable for all damage inflicted to the rented property as well as on and within the building and its surroundings caused by keeping pets, and in particular for any increased depreciation of the rented property (for

example on wall-to-wall carpets, wallpaper, doors, etc.) caused by keeping pets. It is recommended that the tenant takes out liability insurance and obtains written confirmation that this specific type of damage is covered by that insurance. In the absence of this insurance, the tenant can be liable to the full extent of the rental deposit.

### **9. Consequences of not upholding this agreement**

In the case of justified complaints from fellow tenants as well as serious or repeated infringement of sections 2 to 6 of this agreement, the landlord can demand in writing that the annoying effects incurred by the keeping of pets are corrected within the period of one week. If the tenant does not react after issuance of a second reminder in writing, the landlord can take the necessary legal steps to enforce compliance with the terms of this contract, stop infringements and claim damages.

In the case of serious infringement, the landlord shall be entitled to give two months notice by means of registered letter of his intention to withdraw permission for the tenant to keep pets, and within this period the tenant shall bring his/her pet to a new location away from the rented property.

Furthermore, if the aforementioned possibilities have been exhausted to no avail, the landlord may give notice to the tenant of termination of the rental agreement outside the terms of the agreement according to Article 257f. and 266g. OR. The landlord reserves the right to invoke standard notice of termination under Art. 266 and 266a. OR.

### **10. Final provisions**

If the tenant declares his/her willingness to comply with the aforementioned conditions and instructions, then the landlord shall be obliged to grant him/her permission to keep the pet(s) stipulated above.

This appendix to the rental agreement for residential properties has been completed in duplicate. It shall be regarded as an integral part of the rental agreement. Any change or addition to the conditions therein must be made in writing.

On signing, the parties confirm that they have received a copy and agree to the conditions it contains. The agreement on the keeping of pets will come into force only after this appendix has been signed by both contracting parties.

Place/Date

The landlord

The tenant/s