



## Trust Housing Association Limited

<b>Title of Policy:</b>	Pets
<b>Date of Adoption or Last Review:</b>	5 September 2007
<b>Lead Officer:</b>	Housing Policy & Performance Manager
<b>Date of Review:</b>	September 2010
<b>Performance Standard:</b>	AS1.3 - Tenancies: We offer the most secure form of tenancy compatible with the purpose of the housing. The agreement makes clear the rights and duties of the tenant and landlord. We act to uphold these rights and duties in a fair and responsible manner.

# Trust Housing Association Ltd

## Pets Policy

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# Trust Housing Association Ltd

## Pets Policy

### 1. Introduction

- 1.1 Under the terms of their tenancy agreement with Trust Housing, tenants have a right to enjoy their home and the Association aims to ensure they are free to make their own lifestyle choices.
- 1.2 The Association accepts that for some tenants this may include keeping a pet, and acknowledges that many studies have shown that keeping pets can offer significant health and social benefits to their owners.
- 1.3 However, it is also acknowledged that irresponsible pet ownership can cause nuisance to other tenants and staff, and suffering for the animal(s). Therefore, it is essential to have a policy in place which outlines the rules and conditions for keeping pets in Association properties.

### 2. Aims and objectives

- 2.1 The main objective of the Pets Policy is to ensure that controls and procedures are in place that allow tenants to keep pets, whilst ensuring that other people are not adversely affected by this. The Association aims to encourage responsible pet ownership and ensure that issues of pet nuisance or of cruelty or neglect are dealt with appropriately and effectively.
- 2.2 The policy will specify the following:
  - Conditions under which tenants will be granted permission to keep pets.
  - Instances where permission will not be granted.
  - Action that will be taken where conditions are broken.

### 3. Legislative framework

- 3.1 There are a number of pieces of legislation which inform the Association's Pets Policy. The main legislation is listed below.
  - **The Housing (Scotland) Act 2001** – specifies a tenant's right to be informed about the terms of their tenancy. There is nothing specific in the statute regarding the keeping of pets, however the Association will ensure

it complies with a tenant's right to information by including a contractual term in the Tenancy Agreement clarifying its position on this matter. The 2001 Act also specifies a tenant's right to consultation; the Association's Pet's Policy has been developed after full consultation with tenant groups.

- **The Disability Discrimination Act 2005** – it is a legal requirement of this act that the Association cannot discriminate against a disabled person, and this includes discrimination against a person with an 'assistance dog'. Examples of assistance dogs may be guide dogs for the blind; hearing dogs for deaf people; dogs for the disabled; or support dogs, and they must be allowed under the terms of this act.
- **The Animal Health and Welfare (Scotland) Act 2006** – came into force in 2006 and introduced the concept of a 'duty of care', which means that people are legally obliged to ensure the welfare of the animals in their care. Although any pet would not be in the direct care of the Association itself, this act will inform the conditions it lays down for its tenants owning a pet and the circumstances under which permission may be withdrawn, or further action taken.
- **The Dangerous Dogs Act 1991** – makes it an offence to keep specific breeds of dogs, and must be taken into account when granting permission to a tenant to keep a dog.
- **The Dangerous Wild Animals Act 1976** - aims to ensure that where private individuals keep dangerous wild animals they do so in circumstances which create no risk to the public and safeguard the welfare of the animals. Licences are required from the local authority for any animal which appears on a schedule to the Act.

#### **4. Granting permission to keep a pet or pets**

- 4.1 Tenants, both new and existing, must request written permission from the Association to keep any uncaged domestic animal, such as a dog or cat, or for any exotic species of animal or reptile. Permission must also be sought for fish tanks with a volume of 150 litres or more, in order that the load bearing capacity in the property can be confirmed.
- 4.2 Permission will normally be granted for one such pet, subject to the following conditions:
  - Tenants are responsible for the behaviour of any pets owned by themselves or by anyone living with them or visiting them. They must ensure that pets are supervised, kept under control and do not cause nuisance or annoyance to neighbours, visitors, Association staff or

contractors. This includes fouling, noise and odours from pets. Dogs must always be kept on a lead in common areas or Association grounds and not allowed outside a tenant's property unaccompanied.

- Tenants must ensure their pets do not cause damage or deterioration to their house; their neighbour's property; any other Association owned property; any common parts; or any garden or landscaped areas. The Association will require that any such damage is either made good by the tenant, or it will be treated as a rechargeable repair.
- Tenants are responsible for cleaning up dog or cat faeces immediately.
- The Association will reserve the right to withdraw any permission and require the removal of a pet which is causing nuisance or damage and the tenant has either been unable to remedy the situation, or has refused to take any remedial action.
- Tenants are legally responsible for the health and welfare of any pet and they must ensure it has a suitable environment; a suitable diet; receives sufficient exercise; is able to exhibit normal behaviour patterns; and is protected from pain, suffering, injury and disease. The animal's need to be housed with or apart from other animals should also be considered.
- Tenants must ensure that their pet is registered with a vet and receives standard routine healthcare, such as vaccinations and regular parasite control measures, as well as appropriate treatment for any illness(es).
- Tenants must make suitable provision for a pet should they become unable to take care of it, either on a temporary or permanent basis. In such circumstances, if this had not been done staff would contact the appropriate authorities to arrange for the care of a pet.
- Tenants must not normally leave any uncaged pet(s) alone in the property for any length of time if they are away, and never overnight, unless clear, suitable arrangements have been made to provide adequate care. In general, pets would require to be boarded elsewhere, however close supervision by a friend or neighbour may be adequate for some species.
- The Association will reserve the right to withdraw any permission where a tenant has been negligent in their care of a pet; or where a tenant can no longer meet the basic welfare needs of a pet, and is unable to or has refused to make alternative arrangements for its care.
- Pets will not be permitted in any communal dining rooms or guest bedrooms, except in the case of assistance dogs.
- Tenants are prohibited from breeding or selling animals on a commercial

basis from any Trust owned property.

- The Association will reserve the right to impose any other condition on a specific case where it is felt to be appropriate in the interests of other tenants, staff, or the animal itself.

4.3 Tenants must sign a formal agreement confirming they will abide by these conditions.

4.4 Permission to replace a pet will normally be granted subject to the same conditions stated at 4.2; however history of previous pet ownership will be taken into consideration (see Section 5).

4.5 Applications to keep more than one uncaged animal will be considered on an individual basis. Normally permission would be limited to a maximum of two animals but this would be dependent on a number of factors including:

- the size of accommodation;
- the type and size of the animals
- availability of garden or proximity of other exercise and toileting area;
- history of any previous or current pet ownership;
- ability of the tenant to ensure the welfare of the animals.

Before reaching a decision, the Association would refer to any guidelines available from professionals such as vets, animal charities, or groups such as Pathway (a pets and housing working group), the Pet Advisory Committee or the Pet Health Council.

4.6 Written permission is not normally required for small caged animals and birds or for fish tanks under 150 litres; however tenants owning such pets will still be bound by the conditions stated at 4.2. regarding responsibility for any nuisance or damage and for animal welfare. Should any concerns be raised, the Association will refer to any available guidelines issued by those agencies stated previously. If requested, the Association can source information and advice for tenants on suitable numbers, environments and welfare needs of such animals.

4.7 Written permission is not required for assistance dogs; however tenants are still responsible for their animal's behaviour and its welfare. Any concerns raised would be dealt with in the same way as stated at Section 6.

4.8 Tenants wishing to construct outside accommodation for a pet must apply for prior written permission from the Association. This would be applicable only where the Association property had a garden for the tenant's sole use. Any such application must include details of the species to be housed and plans of the proposed construction.

- 4.9 Communal pets will not be permitted due to the difficulties involved in ensuring the ongoing responsibility for the animals' welfare.
- 4.10 Details of all animals kept in staffed developments must be provided to staff in case of emergencies such as fire or flood.
- 4.11 In the event of tenants being decanted and being unable to take their pet(s) with them, the Association will support them in sourcing suitable temporary accommodation for the animal(s).

## **5. Reasons for refusing permission to keep a pet or pets**

- 5.1 Dogs listed by the Dangerous Dogs Act 1991, any animal listed in the Schedule of the Dangerous Wild Animals Act 1976, and any animal prohibited by any other law will not be permitted in Association property.
- 5.2 Permission will not be granted for a tenant to keep livestock or farm animals, for example sheep, goats, pigs, cattle, horses, chickens, ducks.
- 5.3 Permission will not be granted for a tenant to keep a pet where the Association receives advice that the environment is unsuitable.
- 5.4 Where it is the Association's opinion that a tenant is unable to look after the welfare of a pet and fulfil their responsibility for keeping it under control, permission will only be granted where the tenant can evidence that alternative arrangements will be put in place to meet the conditions set out at 4.2. Permission would not be granted if the Association were of the opinion that the pet would be at risk of suffering.
- 5.5 The Association will consider any history of pet ownership the tenant may have, either in an Association tenancy or that of another landlord, when reaching its decision. Permission may be refused where records show a previous history of neglect or cruelty; or instances of irresponsible pet ownership, such as failure to control an animal.

## **6. Consequent action if conditions for keeping a pet are broken**

- 6.1 If any of the conditions stated at 4.2 (or any other particular conditions which have been imposed for a specific case) are broken, appropriate action will be taken as detailed below.
- 6.2 The Association will investigate any issues raised according to the Neighbour Disputes procedure, the Anti-Social Behaviour Policy, or the Complaints

Policy as appropriate. Where a complaint is upheld following investigation, the tenant will be given the opportunity to rectify the situation, and undertake remedial action as agreed with the Association.

- 6.3 The Association will aim to ensure that tenants receive advice and support on pet management issues necessary to help them keep their pet and resolve any problems to the satisfaction of all parties concerned.
- 6.4 However, the Association will reserve the right to withdraw its permission and require the removal of a pet where remedial action fails to resolve an issue and no other solution is available. In such cases, the tenant must make arrangements for the pet's permanent removal from the property within two weeks of the permission being withdrawn.
- 6.5 Legal action to end a tenancy would only be taken as a last resort where a tenant refused to co-operate to address concerns in relation to a pet; or where a problem could not be managed and no other course of action was available.
- 6.6 If a tenant were being evicted, every effort would be made to determine the presence of a pet or pet(s) and ensure the tenant had made suitable arrangements for them. However, if pets were found to have been left behind in a property, the Association would contact the appropriate authorities to arrange for their safe removal and care. The same action would apply in the case of an abandonment.
- 6.7 If it has been found that a tenant has neglected a pet's welfare, or mistreated or caused unnecessary suffering to a pet, then the Association will notify the appropriate authorities. Where this is brought to the attention of the Association by a third party, then they will also be advised to report it to the appropriate authorities. In such cases, permission to keep a pet in Association property will be withdrawn and never granted again at any time.

## **7. Consequent action if a pet is kept without permission**

- 7.1 If a tenant is found to be keeping an uncaged pet or pets without the Association's permission, then they must apply within two weeks.
- 7.2 Normally permission will be granted, unless one of the categories listed at section 5 applies. Where permission is granted, the tenant must agree to abide by the conditions set out at 4.2.
- 7.3 Where permission is refused, the tenant must make arrangements for the permanent removal of the pet within two weeks.

7.4 If the tenant fails to comply, then legal action may be considered.

## **8. Encouraging responsible pet ownership**

8.1 The Association would aim to encourage responsible pet ownership by the following means:

- Making it a requirement that pets must be registered with a vet and receive regular treatment.
- Highlighting to tenants the benefits of neutering and micro-chipping their animals and encouraging them to discuss this with their vet.
- Advising tenants about the benefits of pet insurance.
- Encouraging tenants to undertake training of a pet, where appropriate. This can contribute to the well being of the pet itself, as well as helping the tenant to ensure they can keep the animal under control and prevent it from causing nuisance to other tenants, staff or visitors.

8.2 The Association will encourage tenants to take into account what animal would fit in with their lifestyle and be realistic about their physical abilities when considering getting a pet.

## **9. Application of the policy**

9.1 The delivery of the policy objectives will be achieved via an accompanying procedure which sets out the processes to be followed by staff when assessing a request to keep a pet and dealing with any pet management issues.

9.2 An information note will be produced for tenants, highlighting the responsibilities of pet owners and the action the Association may take to deal with nuisances caused by pets or cases of cruelty or neglect, as well as providing general advice on pet ownership.

## **10. Equal opportunities**

10.1 In accordance with legislation, in providing housing accommodation and related services the Association will act in a manner which encourages equal opportunities and in particular the observance of the equal opportunity requirements.

- 10.2 In considering requests for keeping a pet in a Trust property, the Association will not knowingly treat any tenant differently or less favourably on the grounds of race or colour; nationality; disability; gender; marital status; age; sexual orientation; language or social origin; or of other personal attributes, including beliefs or opinions, such as religious beliefs or political opinions.
- 10.3 In terms of the Disability Discrimination Act 2005, assistance dogs will not require permission, although tenants will still be responsible for the behaviour and welfare of the animal.
- 10.4 Upon request, the Association will make information regarding its Pets Policy available in alternative formats, such as large print, audio, Braille, and community languages; and make arrangements for interpretation and translation services if required.

## **11. Monitoring**

- 11.1 Any complaints regarding pets will be recorded and monitored in accordance with the Complaints Policy and Procedure. Any issues or trends which are identified will be used in the policy review process along with other feedback to ensure the policy remains appropriate and effective.

## **12. Policy review**

- 12.1 This policy will be reviewed on a three yearly basis and more frequently should circumstances require. The review will assess the effectiveness of the policy and accompanying procedure, and identify any changes which may be required.
- 12.2 As part of this policy review, consultation will take place with both staff and tenants to ensure account is taken of operational issues and the opinions of service users.