

PET POLICY

1. Purpose

- 1.1 This policy outlines Twenty11's approach to our customers requesting and keeping pets in our homes.
- 1.2 All Twenty11's tenancy agreements have a section on keeping pets, and this policy gives more details so our customers are clear on our approach including our expectations and the standards that apply.
- 1.3 While we recognise that keeping pets can offer significant benefits for their owners, irresponsible pet ownership can cause nuisance, affect the quality of life for other residents and potentially cause suffering to an animal. If our customers wish to keep a pet, they therefore need to ask us for formal permission and take a number of steps to ensure a pet's well-being.
- 1.4 The aims of this policy are therefore:
 - To ensure that pets are kept in line with the terms of the individual tenancy agreement
 - To promote responsible pet ownership
 - To ensure complaints about nuisance are dealt with efficiently and effectively
 - To ensure that keeping a pet does not impact on the sustainability of the tenancy or the tenant's potential and their life choices, such as getting back to work
 - To ensure all our customers are treated in a fair and equitable way.

2. Definitions

- 2.1 For the purpose of this policy, a 'pet' is a domestic or tamed animal kept for companionship or pleasure. By animal we mean any mammal, reptile, bird, amphibian, insect or fish, whether wild or tamed or domesticated.
- 2.2 The Royal Society for the Prevention of Cruelty to Animals (RSPCA) is a charity operating in England and Wales that promotes animal welfare.
- 2.3 An 'assistance' dog – such as a guide dog or hearing dog - helps someone with a disability complete essential tasks so they can increase their independence and improve their quality of life.
- 2.4 Nuisance, under the Environmental Protection Act 1990, is defined as: 'An unreasonable and significant emission of noise that causes significant and unreasonable interference with the use and enjoyment of your premises'.

3. Responsibilities

- 3.1 It is the Head of Community's responsibility to oversee and implement this policy.

4. Legal Framework

- 4.1 The key piece of legislation for this policy is the Animal Welfare Act 2006. Section 9 of the Animal Welfare Act places a duty of care on people to ensure they take reasonable steps to meet the welfare needs of their animals to the extent required by good practice.
- 4.2 Further information can be found in specific Codes of Practice produced by Defra (for England) relating to cats, dogs, horses, ponies and donkeys and privately kept non-human primates.
- 4.3 There is also relevant legislation relating to dangerous dogs and dangerous wild animals. For some animals, such as certain types of wild or exotic animals, a licence is a legal requirement, see <https://www.gov.uk/licence-wild-animal> for details. See 5.5 below for our approach in these cases.
- 4.4 There are laws that relate to nuisance caused by pets, for example, a barking dog can be a 'statutory noise nuisance'. Under the Environmental Protection Act 1990, legal action could be taken against an owner if they do not stop the nuisance.
- 4.5 There are other several other laws including those that relate to keeping and breeding animals, such as Breeding and Sale of Dogs (Welfare) Act 1999, Breeding of Dogs Act 1991 and Breeding of Dogs Act 1973.

5. **Policy Statement**

- 5.1 Tenants must ask for our permission to keep a pet. The Pet Registration Form in Appendix A must be completed and permission granted before a customer can have a pet in their home.
- 5.2 This policy also applies to accredited guide dogs and assistance dogs. We will ensure we take into account the Equalities Act 2010 when requests are made to keep such dogs, as we are aware these pets can be essential to help someone achieve independence and are highly trained.
- 5.3 This Pet Policy should be read in conjunction with our Anti-social Behaviour Policy, as pets should not cause a nuisance. Dangerous or nuisance activities include (but are not limited to):
- Fouling staircase, walkways or communal areas. We expect owners to clear up their mess immediately;
 - Excessive noise by pets - the volume, duration and time of day will be considered;
 - Dog biting and/or attacks on people or other animals;
 - Injuring or frightening anyone into thinking they may become injured;
 - Pets being out of control or a danger to other residents;
 - Offensive/unpleasant odours;
 - Failing to keep a dog on a lead in all communal areas.

- 5.4 The tenant is responsible for the health and welfare of any pets in their home. Under the Animal Welfare Act 2006, this is called a duty of care. For example, it is a legal requirement for pet owners to ensure their pet has:
- a proper diet (food and water);
 - protection from pain, suffering, injury or disease;
 - the ability to exhibit normal behaviour patterns;
 - a suitable environment to live in with or apart from other animals.
- 5.5 Dogs listed in the Dangerous Dogs Act 1991 and any animals listed in the Schedule of the Dangerous Wild Animals Act 1976 may not be kept in our homes.
- 5.6 The control of pets and any pet visiting the home is the responsibility of the tenant. Dogs must always be kept on a lead when in public areas. They must never be let out on their own – this includes any communal area including but not limited to balconies, walkways, lifts and stairwells.
- 5.7 Dog fouling must always be removed, disposed of appropriately and the area cleaned immediately by the tenant responsible for the pet.
- 5.8 If outside accommodation for a pet is required, other than a hutch or pen for small mammals, written permission must be obtained from us before it is built. An application must include plans of the proposed construction and detail the species to be kept.
- 5.9 If a cat or dog flap is required, the tenant must request permission from us before installing this. Permission will be refused if the door is a fire door as this could compromise the safety of the building.
- 5.10 A pet must not be left unattended for a period of time that will result in the owner being unable to meet their welfare needs as defined under the Animal Welfare Act 2006. No pet should be left in the property when the tenant is away unless arrangements have been made to provide adequate care. In general, this will require the pet to be boarded elsewhere but close supervision by a neighbour may be adequate for some animals. If left alone, the pet must not be neglected, stressed, create a noise nuisance or become destructive.
- 5.11 Tenants are liable for any damage or nuisance that is caused by their pets. Damage includes damage to fixtures and fittings in the home and communal areas (including carpets and floor coverings where these are provided), as well as the garden and wider neighbourhood.
- 5.12 Any pets of children under 16 years of age are legally the responsibility of the parents.
- 5.13 We will not give permission to breed or offer any animal for sale from a Twenty11 property, including the dwelling and other areas such as garages. This is in accordance with guidance from the RSPCA.
- 5.14 Residents must seek permission from Twenty11 if they wish to pet sit or have a pet reside in their property for longer than one day.

- 5.15 We will not give permission for a pet if we have reasonable concerns that the cost and/or responsibility of looking after an animal may impact on the tenant's ability to keep or manage their tenancy. For example, if they are having or are likely to have difficulties with paying their rent, managing other financial commitments, or looking after their home or garden. We will also take into consideration if the pet may affect the tenant's ability to find or keep employment, or negatively impact on their health or well-being, as we are committed to increasing our customers' opportunities and life choices.
- 5.16 We expect tenants who keep a pet to abide by the following:
- They will accommodate their pet properly and securely, for example in a cage, tank or garden.
 - They will keep the animal in a manner that ensures its physical and psychological well-being.
 - They will not have so many pets that there are issues of overcrowding with potential health implications for animals and/or people or potential problems with regards to the upkeep or condition of the home/garden.
 - They will not 'hoard' animals – thus it is not permitted to keep a higher than usual number of animals as pets without having the ability to properly house or care for them.
 - They will ensure that an animal is appropriately trained – this is particularly relevant in the case of dogs – and that the training takes into consideration the feelings and welfare of others, for example by ensuring the dog will not bite or attack any person or other animal, will not cause excessive noise such as barking, and will sit rather than jump up in greeting,
 - They will ensure that dogs and cats are permanently identified e.g. by microchip. To comply with current legislation, dogs must also wear a collar and tag.
 - They will ensure that the pet has been neutered or spayed, or males and females are housed apart, to prevent them from breeding, as appropriate to the species. Should, despite this, the pet have offspring, they will not keep the pet's offspring on the premises for longer than 8 weeks after birth unless permission has been granted by Twenty11.
 - They will make sure their pet has regular routine healthcare, which must include vaccinations and regular control of parasites (e.g. fleas and worms) where appropriate.
 - They will not keep dogs outside for long periods. As an indication, we recommend no more than two hours, but it depends on the breed and circumstances. A dog should never be left without adequate shelter, space, clean drinking water, or in any circumstances that may mean that its needs are not met, its well-being potentially compromised, and/or it becomes distressed or a nuisance or risk to others.
 - They will not allow animals to be tethered on residential property including in their gardens, as tethered animals can become stressed and even aggressive.

- They will ensure no nuisance is caused, such as excessive odours or noise, animals entering children's play areas, animals presenting a risk to anyone or to other pets.
- They will contact their vet or a suitable accredited animal welfare organisation if they have any queries about their pet.

6. Permitted Pets

6.1 Below are some of the things we will consider when a customer requests permission for a pet.

- Permission to keep a dog will be granted depending on whether the property has a private garden and its own separate entrance; whether the tenant is considered suitable based on tenancy history; and any other factor deemed necessary for well-being of the animal. Only in exceptional circumstances will permission for more than one dog be granted.
- Permission to keep cats will usually be limited to two cats per household. This will be granted only if the cat(s) remains in the owner's premises at all times, unless there is access to a private garden or the house/flat/maisonette has its own separate entrance.
- For Market Rent tenants that have been given permission to keep cat(s) and/or dog(s), they must sign an additional agreement stating that they will have the property including any carpets/floor coverings professionally cleaned upon termination of the tenancy.
- Permission for a small number of the following pets will usually be granted: such as small caged animals, caged birds and fish in tanks.
- Pet-keepers must ensure that the pet fits in with their lifestyle, physical and mental abilities and environment; for example, a dog would not be a suitable pet for someone who is house-bound, but fish or a budgerigar may well be.

6.2 To determine whether permission should be granted, we may request additional information, including but not limited to: a reference for the pet(s) from a previous landlord, letting agent or veterinary surgeon; contact details of the customer's veterinary practice; and we may also contact the person nominated to care for the pet(s) in cases of absence/an emergency.

7. Actions and Enforcement

7.1 The pet's behaviour is the responsibility of the owner/s and if it causes a nuisance we are likely to retract our permission for the tenant to keep it, and ask for it to be removed.

7.2 We will investigate all complaints made about pets in line with our policies and if the complaint relates to nuisance or anti-social behaviour, we will respond in line with our Anti-Social Behaviour Policy.

7.3 Each case will be dealt with individually depending on the circumstances, and we will liaise with local authorities/other partners where appropriate, including if a pet is

deemed dangerous. Where a pet has attacked or endangered a resident or member of staff, we will immediately report the incident to the police.

- 7.4 Any breach of this policy will lead to appropriate enforcement measures being taken, which could include negative penalties on the tenant's Tenancy Sustainment Licence, possession proceedings or non-renewal of a tenancy.
- 7.5 If we feel that a pet has been mistreated, abandoned or that there are other issues of concern, we may take enforcement action against the tenant in partnership with other agencies e.g. RSPCA, police or other animal welfare organisation. There may be a case for legal action against the tenant under the Animal Welfare Act 2006. It is an offence to cruelly abandon any animal, either temporarily or permanently, or to cause any unnecessary suffering to any domestic or captive animal.
- 7.6 Where a complaint is made about a pet being kept without permission, we will investigate the complaint and decide the most appropriate way forward. If the complaint is upheld then the resident will be asked to re-home the pet within a reasonable timeframe.

8. References

- 8.1 This Standard takes account of the RSPCA's A Guide to Good Practice 2017 for housing providers which can be found at <http://politicalanimal.org.uk/wp-content/uploads/2017/12/Housing-Best-Practice-Guise-2017.pdf> and also the document '*Guidelines on Pet Management for Social Housing Providers*' published by the Pet Advisory Committee and endorsed by the British Veterinary Association, the Chartered Institute of Environmental Health and the Chartered Institute of Housing.

9. Related Procedures and other Documents

- 9.1 The following documents are relevant to this policy:

- Anti-Social Behaviour Policy
- Tenancy Policy
- Tenancy Agreement

10. Other useful information

- 10.1 **Emergency care:** If a tenant is taken into care or hospital and cannot make arrangements for their pet, then we are unable to look after the pet. In these exceptional circumstances, we will advise our tenant to contact the relevant authority. Under the Care Act 2014 for England (s47: Protecting property of adults being cared for away from home) the local authority must "take reasonable steps to prevent or mitigate the loss or damage" to that person's property, following the requirements of that section. Property in this case includes pets.
- 10.2 **Tenancy agreement clauses:** Twenty11's Tenancy Agreements include clauses on keeping pets, including that written consent is required before keeping a dog or any other animal and that we may withdraw consent if we receive complaints that the animal has been causing a nuisance or annoyance, harm, damage, has not been treated properly or is a public or environmental health hazard.

Appendix A: Form requesting permission for a pet

Appendix A: Request for a pet

Please provide the following information so we can process your application

Property and contact information

1. Address

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2. Phone number:..... **Email:**

3. My home is a:

- Flat on the Floor
- House
- Bungalow

4. I have:

- Private garden
- Access to a shared garden
- Own balcony
- No garden

5. My emergency contact if I cannot be reached about my pet:

Name: **Relationship to me:**

Address

.....
.....

Phone number:..... **Email**

Pet history

6. Do you currently have any pets, if yes, what kind of pet and how many?

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7. Have you been denied a pet before by us?

Yes

No

8. Have you had any prosecutions or other action taken against you for crime or neglect against pets in the past?

Yes

No

9. If yes, please provide details:

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.....

About the pet that you would like

10. How many pets are you requesting permission for?

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11. What type of pet and breed are you requesting permission for?

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12. Has the intended pet had the correct vaccinations and treatment such as de-fleaing and worming?

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13. Do you have the ability to make sure the pet is exercised properly if needed? e.g. a dog would need walking every day

Yes

No

14. Any additional information:

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15. If appropriate, does the pet have the correct permanent identification e.g. is the pet microchipped?

Yes

No

16. Any additional information such as microchip number:

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17. Has the pet been neutered or spayed to prevent further breeding?

Yes

No

18. Any additional information:

.....

.....

19. Have you read and understand our Pet Policy and your obligations regarding the security, health and well-being of your pet?

Yes

No

20. Do you understand that if you do not adhere to the conditions within the Pet Policy, permission may be retracted and you will need to re-home/remove your animal(s)?
- Yes
- No
21. Do you understand if there are any substantiated complaints of nuisance in relation to your pet, we will retract our permission and your pet must be re-homed/removed?
- Yes
- No
22. Please confirm that you understand it is your responsibility to make sure your pet is well looked if you are on holiday or away from the property for any length of time?
- Yes
- No

Please sign and date below and return to us to assess whether we will give you permission for your pet. Where possible, when returning the form **please attach a photo of the pet** you wish to keep at your home.

If there is any other information you would like us to be aware of, for example if you require an assistance/guide dog, please add it below/overleaf.

Name (tenant):

Signature:

Date:

Staff roles listed in the **Competency Standards section** must be acquainted with contents of this document and have had documented instructions and training on its use. Authority to amend can only be undertaken by the **Process owner** with the relevant **Delegated approvals**.

For information on interpretations and instructions staff should contact the **Subject Matter expert** or **Process owner** and under no circumstances should any deviation be permitted without prior approval as above.

Document Controls			
Version:	2	Effective date:	18 February 2019
Subject Matter expert drafter:	Homes Manager	Process owner:	Head of Community
Related Pod	Community Relationship	Related Policy	<ul style="list-style-type: none"> • Anti-Social Behaviour Policy • Tenancy Policy • Tenancy Agreement
Review period	3 years	Next review due by:	September 2022
Delegated approvals			
<i>The 3 lines of defence have been checked within the framework and are valid</i>			<input checked="" type="checkbox"/>
Approved by AD	n/a	Approved Date:	n/a
Approved by EMT	Alan Keers	Approved Date:	18 February 2019
Approved by Board/ Committee/ RRT	n/a	Approved Date:	n/a