



# Pet Policy

## June 2022

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<u>Version No.</u>	<u>Purpose/Changes</u>	<u>Approval Date</u>	<u>Approved By</u>	<u>Suggested Review Date</u>
V5.0	Health check	14 <sup>th</sup> July 2022	Heads of Service	July 2025
V4.0	Updated to include Dementia Care Scheme	22 <sup>nd</sup> June 2020	Head of Customer Experience / Head of Opportunities	December 2021
V3.0	Full Review	6 <sup>th</sup> December 2018	Community Voice	December 2021

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## **1. Our policy is...**

- 1.1 This policy details the rules and conditions for keeping pets in our properties under the terms of their tenancy agreement with Ongo Homes (OH).

## **2. It applies to...**

- 2.1 Tenants and applicants for housing, it does not apply to leaseholders. Leaseholders have different rights to own pets which are set out in their lease agreement.
- 2.2 This policy does not apply to registered assistance animals. However, tenants are still responsible for the behaviour and welfare of the animal.

## **3. Because we want to...**

- 3.1 The aims of this policy are to ensure that:
- Controls and procedures are in place that allow tenants to keep pets whilst ensuring that other people are not adversely affected
  - We encourage responsible pet ownership
  - Issues of pet nuisance, cruelty or neglect are dealt with appropriately and effectively

## **4. We will...**

### **4.1 Ask you to request permission to keep a pet**

- 4.1.1 In line with our tenancy agreements, tenants must request permission from us before buying or obtaining any type of pet.
- 4.1.2 Registered assistance animals do not require permission but tenants must provide us with the animal's details.
- 4.1.3 If a tenant is found to be keeping a pet or pets without the permission of Ongo Homes (OH), they must obtain permission from us. Where permission is refused, the tenant must re-home the pet within an agreed time limit. OH will support the tenant by signposting to relevant agencies who can assist.
- 4.1.4 Where permission is granted, the tenant must agree to abide by the conditions set out in section 4.2.
- 4.1.5 Applications will be considered on an individual basis and will take into account factors such as:
- The size and suitability of the property
  - The type, size and number of animal(s)
  - The type and size of fish tank
  - The type and size of proposed pet accommodation
  - Availability of garden or proximity of other exercise and toileting area
  - History of previous or current pet ownership
  - Ability of the tenant to ensure the welfare of the animal(s)
- 4.1.6 Tenants wishing to construct outside accommodation for a pet must apply for prior written permission. This would be granted only where the property had a garden for the tenant's

sole use. Any such application must include details of the type of animal to be housed and plans of the proposed construction.

4.1.7 Applicants for housing will be asked if they intend to keep, or have, a pet. This will not prejudice their application unless they plan to keep a pet for which permission will not be granted. If this is the case, the matter must be resolved before the tenancy agreement is signed.

4.1.8 If an existing pet dies, then a tenant must request permission before buying or obtaining a new pet.

## 4.2 **Conditions of pet ownership**

4.2.1 Tenants must have obtained all necessary permits and licences before obtaining a pet and asking for permission.

4.2.2 Where permission is given by us, tenants will be sent a 'Permissions letter' which will clearly state the conditions under which permission has been given. If a problem arises, we may ask the tenant to sign a formal 'Acceptable Behaviour Contract' confirming they will abide by this policy and the conditions of responsible pet ownership explained below.

4.2.3 Tenants must provide us with contact details of their veterinary practice and a nominated person who will care for their pets in the case of an emergency.

4.2.4 The Care Act 2014 puts a duty on the Local Authority (LA) to take into their care any pets that cannot be cared for by family or relatives (or where there are no family or relatives to assist) if the owner is taken into hospital as long as the individual is resident within the LA's area.

4.2.5 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 and visitors. This includes fouling, noise and odours from pets.

4.2.6 Dogs must always be kept on a lead and not left unaccompanied when in communal areas.

4.2.7 Tenants must ensure their pets do not cause damage or deterioration to their property, their neighbour's property, any other OH owned property, any communal areas, or any garden or landscaped areas. We will require that any such damage is either made good by the tenant or it will be treated as a rechargeable repair.

4.2.8 Tenants must always ensure that, their pets and pet accommodation is kept clean and tidy. All urine, faeces and litter must be cleared immediately and disposed of responsibly.

4.2.9 Dogs must by law wear a collar with the owner's name and address on when in a public place and must be micro-chipped. It is the owner's responsibility to make sure this information is kept up to date at all times.

- 4.2.10 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.
- 4.2.11 Tenants must ensure that their pet receives veterinary attention where necessary, standard routine healthcare, such as vaccinations and regular parasite control measures, as well as appropriate treatment for any illness(es).
- 4.2.12 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 has not been done staff will contact the appropriate authorities to arrange for the care of a pet e.g. RSPCA. The tenant will be recharged for all costs incurred.
- 4.2.13 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 types of animals.
- 4.2.14 Tenants are prohibited from breeding or selling animals on a commercial basis from any of our properties.
- 4.2.15 We 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 Reasons for refusing permission to keep pets**

- 4.3.1 We will not unreasonably withhold permission, but we may set our conditions for ownership. These permissions, in line with your tenancy agreement, can be varied or withdrawn at any time if the pet causes or presents a risk of nuisance or injury (including to other animals), damages any property or is mistreated by the tenant or anyone living in or visiting the property.
- 4.3.2 Permission will not be granted for 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.
- 4.3.3 Permission will not be granted for a tenant to keep livestock or farm animals, for example sheep, goats, pigs, cattle, horses, cockerel and ducks. Chickens may be permitted if the tenant can demonstrate effective management.
- 4.3.4 Permission will not be granted for dogs or cats in flats or sheltered accommodation unless the property has its own door with direct access outside to the ground floor.

- 4.3.5 If when a dog or cat dies and the tenant is living in a flat, maisonette or sheltered property without its own door with direct access outside, permission will not be granted even if the tenant had permission for a previous pet.
- 4.3.6 Permission will not be granted if we consider the number of pets a tenant has to be excessive or likely to cause a nuisance. Officers will be issued with guidance regarding property type/size.
- 4.3.7 Permission will not be granted for a tenant to keep a pet where we receive advice that the environment is unsuitable.
- 4.3.8 Where it is our 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 those alternative arrangements will be put in place to meet the conditions set out at section 4.2. Permission would not be granted if we are of the opinion that the pet would be at risk of suffering.
- 4.3.9 We will consider any history of pet ownership the tenant may have when reaching a 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 or clean up after an animal.
- 4.3.10 If a tenant disagrees with a decision made, they can submit a complaint using our *Complaints and Feedback Policy*.
- 4.4 Action we can take if conditions for keeping a pet are broken**
- 4.4.1 If any of the conditions stated at section 4.2 are broken, appropriate action will be taken either by us or by referral to a relevant outside agency (e.g. RSPCA, Local Authority, Police).
- 4.4.2 We will investigate any issues raised according to Breach of Tenancy Procedures and/or the Anti-Social Behaviour Policy/Procedures 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 us.
- 4.4.3 We 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.
- 4.4.4 We reserve the right to withdraw 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
  - 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, e.g. clean conditions, removal of faeces

- 4.4.5 In such cases, the tenant must make arrangements for the pet's permanent removal within an agreed timescale.
- 4.4.6 Legal action, such as applying for an injunction or eviction, 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.

## **5 Making sure we do what we say...**

- 5.1 The Head of Landlord Services is responsible for making sure everyone implements and sticks to this policy.
- 5.2 Service managers and senior officers are responsible for ensuring this policy is implemented on a day-to-day basis.
- 5.3 All visiting staff are responsible for ensuring they are familiar with, and adhere to, this policy.
- 5.4 Any complaints regarding pets will be recorded and monitored. Any trends or issues identified will be used in the policy review process along with other feedback to ensure the policy remains appropriate and effective.

## **6 Other things to bear in mind...**

- 6.1 This policy also links to our:
- Antisocial Behaviour Policy
  - Complaints & Feedback Policy
  - Lettings Policy
  - Pet Procedures
  - Recharge Policy and Procedure
  - Tenancy Management Policy
  - Tenancy Agreement
- 6.2 The main pieces of legislation and regulation relevant to this policy include:
- Animal Welfare Act 2006
  - Control of Dogs Order 1992
  - Dangerous Dogs Act 1991
  - Dangerous Wild Animals Act 1976
  - Equality Act 2010
  - Care Act 2014
  - Housing Act 1988 (as amended 1996)
  - Housing Act 2004
  - Environmental Protection Act 1990
  - Offences Against the Person Act 1861
  - Section 34 and 35 of the Policing and Crime Act 2009
  - DEFRA Guidance: Dealing with Irresponsible Dog Ownership (Oct 2014)
  - The Animal Welfare (Licensing of Activities Involving Animals) (England) Regulations 2018

## 7 We'll look at this again...

7.1 In three years' time or sooner if anything changes.

## 8 What we mean...

Reference	Definition
<b>Tenant</b>	For the purpose of this policy, 'tenant' refers to tenants and applicants for housing.
<b>Registered Assistance animals</b>	Such as guide dogs for the blind, hearing dogs for the deaf, or dogs for the disabled.
<b>Pet nuisance</b>	<ul style="list-style-type: none"><li>➤ Includes but is not limited to the following:</li><li>➤ Roaming and unattended animals;</li><li>➤ Fouling in communal areas and gardens, and not being cleaned up immediately;</li><li>➤ Excessive noise, e.g. barking;</li><li>➤ Unpleasant odours emanating from a property due, for example, to animals fouling indoors;</li><li>➤ Aggressive animals;</li><li>➤ Over-population of animals within a household.</li></ul>
<b>Dangerous Dogs</b>	<ul style="list-style-type: none"><li>➤ Pit Bull Terrier</li><li>➤ Japanese Tosa</li><li>➤ Dogo Argentino</li><li>➤ Fila Brasileiro</li></ul> <p>It is important to note that in the UK, dangerous dogs are classified by 'type', not by breed label.</p>
<b>Dangerous wild animals</b>	Various animals including certain types of venomous snakes, spiders and breeds of monkey. A copy of the schedule to the Act listing all of the animals included can be found here: <a href="http://www.defra.gov.uk/wildlife-pets/dangerous-wild-animals/">http://www.defra.gov.uk/wildlife-pets/dangerous-wild-animals/</a>
<b>Pet accommodation</b>	Relates to any structure intended to house animals including kennels, hutches, pigeon lofts, fishponds etc.