

**INNISFREE HOUSING ASSOCIATION
PETS POLICY
OCTOBER 2007**

1. Policy Statement

- 1.1 This policy statement outlines the Association's approach to the keeping of pets by its residents. The Association recognises the benefits that responsible pet ownership can bring to owners. However, controls must be in place to prevent irresponsible pet ownership which can cause suffering to animals and nuisance to neighbours.
- 1.2 This policy has been formulated using the Pet Advisory Committee's guidance on "Pet Management for Housing Providers" which sets out best practice in this complex area.
- 1.3 The aim of the Policy is to give clear guidance on pet ownership to both officers and tenants. In particular it covers the following issues:
 - What pets can be kept and in what circumstances;
 - How information on responsible pet ownership is communicated to residents;
 - The actions the Association will take where pets are kept inappropriately or cause nuisance to neighbours.

2. Tenancy Agreement

- 2.1 All versions of our Tenancy Agreements contain very clear clauses on keeping pets. The Clause relating to pet ownership states:
- 2.2 *"Not to keep any pet on the Premises without first obtaining the Association's written consent. The granting or refusal of consent is within the absolute discretion of the Association. The Association's consent may be withdrawn at any time by the Association at its discretion and in particular if the pet causes a nuisance or annoyance to neighbours or to other Tenants of the Association. Any registered assistance dog (or similar registered assistance animal) will automatically receive consent and this will not be withdrawn during its working life"*
- 2.3 The Tenancy Agreement also states that tenants must:
"not operate a business at the premises" – this includes breeding animals for sale or boarding kennels.
- 2.4 The Clauses relating to *"Damage"* also applies to any damage caused by pets. Most damage caused by pets is due to lack of supervision or control of the pet and therefore tenants must act responsibly to prevent this.

2.5 The Association at any time at its absolute discretion may withdraw such consent and this will be binding on the tenant.

3. Applications for Housing

3.1 Applicants for housing are asked at interview whether they intend to keep 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 then the matter must be resolved before an offer of accommodation is made.

4. Criteria

4.1 Tenants should seek permission to keep pets in all circumstances as this allows the Association to:

- Assess whether permission can be granted;
- Record what animals are being kept;
- To issue the tenant with a standard agreement on pet ownership which the resident signs.

4.2 Permission will only be given after the type of animal and its size has been taken into consideration together with the type of property the tenant lives in. We will not normally grant permission to keep a dog to tenants living in flats but we will consider doing so in situations where tenants in flats have exclusive use of a garden. We will usually grant permission to tenants living in a street property with a garden, however, the advice on noise control, animal welfare and responsibilities must be given to such tenants.

4.3 The Association recognises that in some cases a pet may be the only companion a tenant may have. Permission will not be withheld unreasonably. However, it may be withheld or withdrawn if there is a health risk or nuisance to other tenants. **We will always agree to the keeping of guide or other assistance dogs.**

4.4 Where the Association has developed property in conjunction with other Associations (a consortium) and in other situations, it may have had to agree to a "no pets" or "no dogs" condition. In such situations, the Association cannot consent to the keeping of a dog or pet.

4.5 Permission will not be granted where there is an ongoing problem with nuisance or another breach of tenancy or where there has been a problem in the past with pets.

5. What pets can be kept?

5.1 Permission will normally be granted to small domestic animals e.g hamsters, small

birds and fish. However, advice on welfare, safety and noise must still be given to the pet owner and guidance on permitted numbers.

5.2 Permission will not be granted for the following:

- Dogs specified in the Dangerous Dogs Act 1991
- Farm animals – for example chickens, ducks, sheep, goats, horses, pigs and cattle;
- Animals registered under the Dangerous Wild Animals Act 1976- examples include venomous snakes, certain types of spider, monkeys and certain types of reptile.
- Where tenants already have the permitted number of pets in ownership.

6. Responsibility

- 6.1 Tenants are responsible for the health and safety of their pets. Under the Animal Welfare Act 2006, this is called a duty of care. This requires proper day to day management and care of the pet. If tenants have questions about the care of their pet they should contact their local vet or one of the organizations listed on “Appendix B”. Any case where neglect or mistreatment has occurred will be reported to the RSPCA.
- 6.2 Routine Healthcare must include regular control of parasites (fleas and worms), vaccination and neutering where appropriate. When applying to keep a pet, tenants must provide the name of their vet and confirm that they will ensure regular healthcare will be provided for their pet.
- 6.3 The control of pets and any pets visiting the property are the responsibility of the tenant. If cats are allowed free access outside then the tenant must take steps to ensure that they do not cause a nuisance to neighbours e.g. fouling communal areas. Dogs must always be kept under control and on a lead when in public areas. They must never be allowed outside the tenants’ property on their own- this includes communal areas. Dog faeces must always be removed immediately.
- 6.4 If any tenant wishes to construct outside accommodation for their pet they must first seek written permission from the Association.
- 6.5 No pet should be left in a property when the tenant is away unless clear 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.

7. Permitted number of pets

- 7.1 There is no scientific method of calculating how many pets should be

allowed per home, however, we will base our assessment on the guidance provided by the Pets Advisory Committee.

- 7.2 This includes taking into account the size of the property, space for pets, access arrangements, if there is a garden, the size of the pet, if the tenant already has another pet and considering the possible risk of nuisance being caused to neighbours or within the premises e.g smells or odours or damage. As a general rule we would not want tenants to have more than 2 pets in ownership. More detailed guidance can be found on the “Dogs Trust” Website under the link “Pathway-pets and Housing Group”.

8. Unauthorised Pets

- 8.1 We may be forced to take action in cases where tenants get a pet, without authorisation.
Enforcement action could include:
- Requiring the tenant to re-home the pet;
 - Refusing a transfer until the matter is resolved;
 - Involving Statutory and voluntary agencies such as the Police Local Authority or RSPCA;
 - Issuing a Notice of Seeking Possession;
 - Obtaining an injunction to oblige the owner to start or stop undertaking certain actions or removal of the animal;
 - Legal action to obtain a possession order;
 - Eviction in some cases.
- 8.2 In all cases we will do our best to work with the tenant or their representatives to try and find a resolution to the situation to avoid enforcement action if possible. In addition, tenants have the right to appeal any decision made. Details of the procedure are noted below under section 11.

9. Enforcement action for Breach of Tenancy

- 9.1 In cases where a breach of tenancy occurs as a result of a tenant keeping a pet and the tenant is not making any effort to address the problems we may treat the case as Anti Social Behaviour and have to resort to the enforcement action listed above.
- 9.2 Examples of breach of tenancy may include:
- Roaming of unattended animals;
 - Pets fouling communal areas or owners gardens and this is not being cleared up immediately;
 - Pets fouling in neighbours gardens;
 - Excessive noise;
 - Pets left alone in a property;
 - Over population of animals within a household;

- Unpleasant odours due to pets;
- Aggressive animals ;
- Damage caused to the Association's property by the pet;
- Breeding of pets;

9.3 Irresponsible owners who disregard our policy should be held to account for their actions. It is important to remember that just removing the pet is not necessarily dealing with the real cause of the problem: the irresponsibility of the owner.

9.4 In some cases it may be appropriate to consider mediation or arbitration rather than legal action.

9.5 Any costs incurred by the Association in relation to enforcement action will be passed on to the tenant.

10. Sheltered and Supported Housing

10.1 Sheltered Housing

At present we do not have a policy on keeping dogs or cats in sheltered accommodation. However, we are aware that many Sheltered Schemes have introduced "pet friendly" policies. In view of this we will be consulting our sheltered tenants about this in the coming year. Regardless, we will consider granting permission for small domestic animals, e.g. hamsters, birds or fish – provided that the tenant is considered able enough to look after the welfare of the animal.

10.2 Supported Housing

Due to "shared" aspect of this type of housing, combined with the fact it is temporary accommodation we cannot grant permission for tenants to keep animals.

11. Requesting Permission

11.1 Permission should be requested in writing using the Application form attached as "Appendix A" providing full details of the pet requested. Tenants must wait for a full response before getting a pet. It is important that tenants do not assume that permission will be granted.

12. The decision and appeal process

12.1 The Housing Officer should consider the request in line with this policy and by referring got the "Pet Advisory Committee" guidance for further information. They should then write to the tenant indicating whether or not consent will be given and advising them of their right to appeal if permission is not granted.

- 12.2 Tenants may appeal in writing to the Housing Director within 5 working days of receiving the decision from the housing officer. In such situations a home visit will be undertaken within 10 working days to discuss the situation. Alternatively, a meeting will be arranged at a suitable venue within the same timescale.
- 12.3 The Housing Director will write with the final decision within a further 5 working days of the meeting.
- 12.4 In cases where an appeal has been made we may seek the advice of an external organisation such as The RSPCA or Local Authority.

13. Withdrawing Permission

- 13.1 If a decision is taken to withdraw permission this must be done in writing, stating the reason. A right of appeal should also be given.