



INNISFREE HOUSING ASSOCIATION

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Pet Policy

PET POLICY

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PET POLICY

1. INTRODUCTION

- 1.1 Innisfree recognises the benefits that responsible pet ownership can bring to owners. Generally, Innisfree will allow its tenants to keep pets where the property type is suitable, the Tenancy Agreement is adhered to, and the pet's welfare is assured. However, controls must be in place to prevent irresponsible pet ownership which can cause suffering to animals and nuisance to neighbours. We consider these factors by taking each request to keep a pet on a case-by-case basis.
- 1.2 Under Innisfree's Tenancy Agreement, tenants, relatives, and visitors must not keep any pet at the property unless they have written permission to do so from their Innisfree Housing Officer.

2. OUR APPROACH

- 2.1 Innisfree aims to ensure that all tenants are free to make their own lifestyle choices, we accept that for some tenants this may include keeping a pet. We acknowledge that keeping animals can be beneficial to the health of their owners and offer social benefits.
- 2.2 Innisfree works within the guidelines of current legislation and aims to achieve best practice within the housing sector. We take into account recent relevant legislation such as:
 - Animal Welfare Act 2006;
 - Control of Dogs Order 1992;
 - Dangerous Dogs Act 1991;
 - Dangerous Wild Animals Act 1976;
 - Equality Act 2010;
 - Housing Act 1988 (as amended 1996);
 - Offences Against the Person Act 1861;
 - Practical Guidelines on Pet Management for Housing Providers;
 - Section 34 and 35 of the Policing and Crime Act 2009;
- 2.3 This policy is designed to provide a framework to staff and tenants when considering an application to keep a pet at home. We will consider what factors are important, when it is appropriate or not appropriate to keep a pet, and to offer a toolkit of further enforcement where unauthorised or dangerous animals are being kept without permission.

3. POLICY AIMS

3.1 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:

- How tenants can ask permission to keep a pet
- What pets can be kept and in what circumstances
- The expectations and responsibilities of a pet owner, and how this relates to their tenancy and Tenancy Agreement.
- The actions and enforcement tools Innisfree will take where pets are kept inappropriately or cause nuisance to neighbours

4. HOW TO ASK FOR PERMISSION TO KEEP A PET

- 4.1 Innisfree promotes responsible pet ownership. There are certain conditions that tenants will be required to demonstrate if they wish to keep a pet at their property, to ensure that the animal is well-looked after and cared for.
- 4.2 All tenants, both new and existing, must request permission from Innisfree to keep any uncaged domestic animal such as a cat, dog, or exotic species/reptile. Tenants wanting to ask permission to keep a pet at their home must complete a Pet Permission and Welfare Document.
- 4.3 The Pet Permission and Welfare Document will assist the Housing Officer to assess the suitability of the animal based on the type, breed and size of animal. It will also highlight a tenant's ability to care for the animal and/or who will provide assistance to do so. This information will be stored on our Housing Management systems.
- 4.4 Where permission to keep an assistance dog is received, permission will be approved in line with the Equality Act 2010 on receipt of the correct proof of registration.
- 4.5 Permission will not be unreasonably withheld. Where permission is granted, a letter will be sent informing the tenant of the conditions, and an agreement to abide by the conditions of permission will need to be signed by the tenant.
- 4.6 Where permission is refused, a letter will be sent outlining the reasons for this decision.
- 4.7 Where Innisfree becomes aware that a tenant has a pet but does not have the required consent, the tenant will be advised to submit a retrospective request for permission. The request will be processed in the same manner as a current request.

5. GRANTING PERMISSION TO KEEP A PET

- 5.1 Tenants wishing to keep a pet at their property must be able to demonstrate to their Housing Officer that their home is suitable for the pet, that they have the means to care for the animal, and that they understand their responsibilities as a pet owner and tenant.
- 5.2 Permission will likely be granted for a maximum of two pets, if the below conditions are considered and deemed suitable for the animal, tenants, and property:
 - 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
- 5.3 Animals can have specific needs for example in terms of environment, space, and nutrition. Tenants must take this into account when considering ownership. It may be difficult to meet the individual pets' needs, in which case ownership is discouraged. Tenants are discouraged from owning large breeds of pet in small properties. Tenants living in blocks of flats should understand that it is harder to meet the needs of certain types of pets in this living situation, and therefore careful consideration is required before obtaining these pets.

6. REASONS FOR REFUSING PERMISSION TO KEEP A PET

- 6.1 Innisfree understands that having a pet can improve a person's physical and mental wellbeing, but unfortunately there are situations in which it is not permitted or appropriate to keep an animal. In these cases, permission will not be granted to keep the animal at the home; a Housing Officer will explain this to the tenant clearly and will confirm their decision in writing.
- 6.2 Tenants living in shared housing are unable to keep any animals due to the shared nature of this type of housing, combined with the fact it is temporary accommodation.
- 6.3 Tenants living in sheltered housing are permitted to keep small animals such as fish and hamsters as they do not impact on other residents. Dogs are not permitted in sheltered housing.
- 6.4 Innisfree 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.

6.5 Permission will not be given for a tenant to keep a dog breed listed by Section 1 of the Dangerous Dogs Act 1991. Under the Act it is an offence to possess any dog of the type known as:

- Pit Bull Terrier
- Dogo Argentino,
- Fila Brasileiro
- Japanese Tosa

Unless they have secured exemption from the prohibition. This means that a court was satisfied that the dog posed no risk to public safety and has been placed on the Index of Exempted Dogs (IED). The owner must meet the conditions of exemption:

- The dog must be neutered and microchipped;
- The owner/keeper must take out (and renew each year) third party insurance for the dog;
- The dog must only be taken out in public by someone over the age of 16, kept on a lead and muzzled when in public
- The dog must not be bred from, gifted or otherwise disposed of
- Registration on the IED

This list is subject to change by legislation; any changes to the list will apply to this policy.

- 6.6 Tenants applying for permission for pets recognised under the Dangerous Wild Animals Act 1976 (as amended) will not be approved. This list is subject to change by legislation; any changes to the list will apply to this policy. The Metropolitan Police Force may be informed of any illegal animals in an Innisfree property.
- 6.7 If a pet has ever caused serious injury to a person, or if it is dangerous in any other way, for example, venomous snakes, permission will be refused. If permission has already been granted, and an incident occurs or further information is disclosed, this permission will be revoked. This includes, but is not limited to, all animals listed under the Dangerous Wild Animals Act 1976, and any dog found to be dangerously out of control in a public place under the Dangerous Dogs Act 1991.
- 6.8 Non-domestic animals, for example, primates, livestock, poultry, horses and wild animals are not deemed suitable animals to keep in an Innisfree property or garden.
- 6.9 If a tenant or a resident living at the property has any convictions or past history of abandonment, cruelty, neglect or mistreatment of animals, or convictions for any offences under the Dangerous Dogs Act 1991, or has been disqualified from keeping animals due to a conviction, permission will be refused.
- 6.10 The breeding of any animals for a tenant's business, hobby or any other reason will not be permitted by Innisfree.
- 6.11 Tenants have the right to appeal our decision. To appeal the decision, tenants must put their concerns in writing for the attention of the Operations Director. The Operations Director will review the case and provide a response.

7. TENANT RESPONSIBILITIES

- 7.1 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. Any case where neglect or mistreatment has occurred should be reported to the RSPCA on 0300 1234 999.
- 7.2 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. Dog faeces must always be removed immediately.
- 7.3 Pets must never be left unsupervised in any internal or external communal areas, on pathways or any Innisfree land. Dogs must remain on a lead whilst in any internal or external communal area.
- 7.4 Any modification to the property (for example, installing cat flaps) must have prior landlord permission.
- 7.5 Pets must not be left unsupervised for long periods of time – the duration of which is dependent on the animal type. Leaving a pet alone for long periods of time can not only cause distress to the pet but can also cause disturbance to the neighbours. If tenants are in full-time employment or have full-time commitments, they may be asked to demonstrate how their pet will be appropriately cared for in their absence. Irrespective of species, all pets will need to be checked on a daily basis; tenants should ensure appropriate care is provided if they are to be away from the property.
- 7.6 Appropriate and routine healthcare should be provided to all pets. Tenants will be asked to provide details of a vet and may be asked to show evidence that the pet has been treated.
- 7.7 It is a legal requirement for all dogs to be microchipped and to keep contact details up to date; tenants should ensure all pets are microchipped where appropriate.
- 7.8 Under the Control of Dogs Order 1992, all dogs must have a collar with the name and address of the owner, to be worn in public.
- 7.9 If a tenant is minding or looking after a pet for someone else, the criteria in this policy still apply.
- 7.10 Tenants must sign a formal agreement confirming that they will abide by the conditions listed above.
- 7.11 Tenants must also complete a Pet Permission and Welfare Document with every new pet joining the household. This decision will be made under the same conditions stated in section 5; however, history of previous pet ownership will be taken into consideration.
- 7.12 Any tenant moving property must take any pets with them. Failure to do so could result in costs being recharged to the tenant and the police or RSPCA being informed.

8. INNISFREE RESPONSIBILITIES

- 8.1 Innisfree understand that tenants have a close relationship with their pets and feel they are part of their family. Where there are concerns for the welfare or duty of care for the pet, permission will not be unreasonably withheld or withdrawn. 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.
- 8.2 Innisfree will investigate issues, including noise and hygiene nuisances raised according to breach of tenancy procedures, or the Antisocial Behaviour policy where appropriate.
- 8.3 Reports of cruelty, neglect or impact on health and welfare of any animal in the care of a tenant will be reported to the relevant authorities.
- 8.4 Innisfree may report stray animals to the local council, dog wardens, environmental health department, the RSPCA, the local police force, and other relevant agencies.
- 8.5 Legal action, such as applying for an injunction or eviction will be considered where a tenant refuses to co-operate to address concerns. In some cases, it may be appropriate to consider mediation rather than legal action.
- 8.6 Innisfree will work with alleged perpetrators to help them change and manage their behaviour; they will normally be given time to change their behaviour before enforcement action takes place.
- 8.7 We may be forced to take action in cases where tenants get or keep a pet without authorisation. Enforcement action could include:
- Requiring the dog to be micro-chipped
 - 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
 - Refusing to convert a starter tenancy to an assured tenancy at the 12-month review
 - Obtaining an injunction
 - Demoted tenancy
 - Legal action to obtain a possession order
 - Eviction in the most serious cases
- 8.7 Innisfree reserve the right to withdraw permission and require the removal of a pet where the conditions of this Policy are breached. Innisfree at any time at its absolute discretion may withdraw consent and this will be binding on the tenant.

9. DATA SHARING

- 9.1 All information will be stored in our computer systems or in house files. All case notes, case files, and personal information will be kept confidential in line with the Data Protection Act 2018. We will adhere to the Data Protection Act and comply with General Data Protection Regulation for Sharing Personal Information to ensure that we maintain confidentiality of all parties.
- 9.2 We will share information with third parties where we have an information sharing protocol in place, if there are safeguarding concerns, or we have a duty to do so for the purpose of crime prevention under the provisions of the Crime and Disorder Act 1998, and the provisions of the Data Protection Act 2018 (and any other relevant legislation) justify it.

10. EQUALITY, DIVERSITY, AND INCLUSION

- 10.1 We are committed to embedding the 2010 Equality Act into our Policies and Procedures. As part of this commitment, staff should facilitate reasonable adjustments and adapt our standard policies and procedures wherever possible, in order to ensure every individual can make a complaint.
- 10.2 To make an adjustment means to change work practices to avoid or correct the disadvantage to a person with a disability. This may include:
 - Allowing more time than we would usually for someone to provide information that we needed.
 - Providing specialist equipment or additional support such as a sign language interpreter.

11. CONSULTATION AND REVIEWING THIS POLICY

- 11.1 Innisfree will measure the success of this policy in a number of ways, including the use of regular surveys sent to tenants.
- 11.2 Innisfree will consult with tenants on this policy via our website and surveys sent.
- 11.3 We will publish our policy and procedure on our website and through our newsletter.



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