

PET POLICY

1. Purpose

- 1.1 This policy outlines Red Kite Community Housing's approach to pets living with tenants homes. This policy is based on 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.
- 1.2 We recognise that keeping pets can offer significant benefits to tenants, however, irresponsible pet ownership can cause nuisance and affect the quality of life for other tenants. If Red Kite tenants wish to keep a pet, they need to take several steps to ensure a pet's well-being. All tenancy agreements issued by us have a clause on keeping animals. Tenants on a PASS (PASS tenancies are only with former Wycombe District Council Tenants who transferred when Red Kite was formed) tenancy do not require permission for ordinary domestic pets, but there are standards that apply that if not met will result in us taking enforcement action a definition of a pet can be found in section 2.1.

The specific PASS clause (26) is as follows:

"To keep under control any animals kept at your home and not to keep any animal that might damage your home or cause a nuisance or annoyance to other persons in the neighbourhood. No animals, livestock, reptiles or birds other than ordinary domestic pets can be kept at your home without our written permission."

- 1.3 All other tenancies offered by Red Kite require permission.
- 1.4 This Pets Policy should be read in conjunction with our Anti-social Behaviour Policy.
- 1.5 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 all Red Kite tenants are treated in a fair and equitable way.

2. Definitions

- 2.1 For this policy, a 'pet' means a domesticated animal, such as a dog, cat, bird, rodent, fish, turtle, or other animal that is kept for pleasure rather than for commercial purposes. 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 to 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'.

2.5 The term 'tenants' refers to tenants and those holding a lease with Red Kite.

3. Legal Framework

3.1 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.

3.2 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.

3.3 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 4.5 below for our approach in these cases.

3.4 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.

3.5 There are 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.

3.6 Further laws we work within include the Dangerous Wild Animal Act 1976 and the Dangerous Dog Act 1991

4. Policy Statement

4.1 Tenants must ask for our permission to keep a pet, unless the tenancy agreement says that permission is not required. The Pet Registration Form must be completed, and permission granted before a tenant can have a pet in their home.

4.2 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.

4.3 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 tenants;
- Offensive/unpleasant odours;
- Failing to keep a dog on a lead in all communal areas.
- Damages to the home or communal areas

4.4 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.

4.5 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 your home bar XL Bullies which are now part of the Act, where section 4.6 below now applies.

4.6 As of 31st July 2024 'XL Bullies' are now illegal to own, advice can be obtained from <https://www.gov.uk/guidance/ban-on-xl-bully-dogs>, if a tenant already has an XL Bully the criteria below in bullet points is required. Please note that any person that has a XL Bully and is unable to produce a certificate will be reported to the police. For the life of the dog, a tenant must:

- keep the dog at the same address as the certificate holder (you can keep the dog at a different address for a maximum of 30 days in a 12-month period)
- tell DEFRA if you permanently change address (you do not need to do this if the dog is temporarily kept at a different address, which is allowed for a maximum of 30 days in a 12-month period)
- tell DEFRA if the dog dies or is exported
- have third party public liability insurance for your dog and provide DEFRA with proof that it's been renewed each year
- keep the dog muzzled in public places – DEFRA recommends using a muzzle that does not inhibit the dog from panting, breathing or drinking
- keep the dog on a lead in public places – the lead must be securely held by someone at least 16 years old

- keep the dog in secure conditions that will stop it from escaping.

When asked by a police constable or authorised local authority officer, you must also provide:

- access to the dog to read its microchip
- confirmation of suitable third party liability insurance within 5 days of their request
- the Certificate of Exemption within 5 days of their request.

A marker will be placed on our Staff Protection Register against any tenant/home where there is an XL Bully. Information on the register is available in our Staff Protection Policy available on the website or on request. If requested by a Red Kite employee, contractor, or one of its agents, the tenant must ensure the XL Bully is kept under control; in a separate room (or ideally garden space) away from the visiting person with a DEFRA recommended muzzle, this is same for any dog that is in the home when a potential visit is due to take place.

- 4.7 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.
- 4.8 Dog fouling must always be removed, disposed of appropriately and the area cleaned immediately by the tenant responsible for the pet.
- 4.9 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.
- 4.10 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. Passivhaus (voluntary standard for energy efficiency in a building) will always be refused as this will breach the standard for Passivhaus. Ways to make a permission request are detailed on our website at <https://redkitehousing.org.uk/your-home/making-changes-to-your-home/>
- 4.11 A pet must not be left unattended for a long 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 home 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.
- 4.12 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.*

- 4.13 Any pets of children under 16 years of age are legally the responsibility of the parents.
- 4.14 We will not give permission to breed or offer any animal for sale from a Red Kite home, including the dwelling and other areas such as garages. This is in accordance with guidance from the RSPCA.
- 4.15 Tenants must seek permission from Red Kite if they wish to pet sit or have a pet reside in their home for longer than one day. Tenants can make this request via: relationship.coordinator@redkitehousing.org.uk.
- 4.16 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 has 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 Red Kite
 - 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 homes 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
 - from 10th June 2024 all cats are required to be microchipped <https://www.gov.uk/get-your-dog-cat-microchipped>.

5. Permitted Pets

5.1 Below are some of the things we will consider when a tenant requests permission for a pet:

- permission to keep a dog will be granted depending on whether the home 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.
- 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
- permission will be given to assistance animals as long as they have been trained as an assisted pet, and a certificate can be provided. There is no national register for assisted animals. We will not give permission for those that want to train an assistance animal.

5.2 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 tenant's veterinary practice; and we may also contact the person nominated to care for the pet(s) in cases of absence/an emergency.

6. Actions and Enforcement

6.1 The pet's behaviour is the responsibility of the tenant, regardless of the owner, 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.

6.2 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.

6.3 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 tenant or member of staff, we will immediately report the incident to the police.

6.4 Any breach of this policy will lead to appropriate enforcement measures being taken, including legal action.

6.5 If we feel that a pet has been mistreated, abandoned or that there are other issues of concern, we will support the relevant authorities to 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.

6.6 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 tenant will be asked to re-home the pet within a reasonable timeframe.

7. Appeals

7.1 When writing to you with a decision we will advise you of the reason for our decision and of your right to appeal. You can appeal our decision for the following reasons:

- You believe that we haven't taken into account a key piece of evidence already provided.
- You believe that reasonable adjustments have not been considered in relation to any disability or medical condition.
- There is additional evidence that you consider to be important in making a decision and you want to send it to us.

7.2 We cannot accept an appeal for any other reason – we know you may not be happy with a decision but unless your appeal is for one of the reasons here we will be unable to consider it.

7.3 To appeal our decision, you should contact us and tell us which reason you are using to appeal and provide us with any supporting information. There is a deadline for this - you will need to contact us within 10 working days of our decision.

7.4 We accept an appeal in the following ways:

- **Emailing** relationship.co-ordinator@redkitehousing.org.uk with the title – *Request to Appeal Pet Permission Decision*; or
- **Telephoning** us on 01494 476100 advising us you are appealing a decision. We will ask for you to provide the information above and may need you to send further information in by email or post.
- **In person.** You can advise any member of staff that you wish to appeal a decision. We will ask for you to provide the information above and may need you to send further information in by email or post.
- **By post** to Red Kite Community Housing, Kingsmead Business Park, Frederick Place, London Road, High Wycombe HP11 1JU – please title your letter Request to Appeal Pet Permission Decision.

- 7.5 The appeal will be heard by a manager who has not been involved in the original decision and our response to your appeal will be sent within 10 working days. In exceptional cases it may take us a little longer to consider the appeal. If this is the case, we will let you know and agree a date when you will have a decision.
- 7.6 As part of dealing with the appeal, we may contact you to ask questions and ensure we have all the right information.
- 7.7 Once the appeal decision has been made there will be no further appeal.
- 7.8 If you are unhappy with how we have managed your case, you can make a complaint via our Feedback Policy which is available on our website or on request. However, this will not form an appeal of the decision made.

8. References

- 8.1 This Policy takes account of the RSPCA's A Guide to Good Practice 2017 for housing providers which can be found at <https://politicalanimal.rspca.org.uk/england/guides>.

9. Related Procedures and other Documents

- 9.1 The following documents are relevant to this policy:
- Anti-Social Behaviour Policy
 - Tenancy Policy
 - Red Kite Tenancy Agreements
 - Pet Permission Process Map
 - Equality Policy
 - Staff Protection Policy

Document Controls			
Version	2	Effective date	July 2024
Subject matter expert drafter	Homes Manager	Process owner	Head of Community
Related Pod	Community Relationships	Related Policy	Anti-social behaviour policy Tenancy Policy Staff Protection Policy
Review period	3 years	Next review due by	July 2027
Delegated approvals			
Approved by ELT	Sarah Mei Ying North	Approved Date	24 July 2024
Approved by Board / Committee / RRT	<i>n/a</i>	Approved Date	<i>n/a</i>