



## **PETS POLICY**

## **1. Purpose**

- 1.1 This Policy outlines Red Kite Community Housing's approach to pets within its housing stock. This Standard 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 residents, however, irresponsible pet ownership can cause nuisance and affect the quality of life for other residents. If Red Kite residents wish to keep a pet, they need to take a number of steps to ensure a pet's well-being. All tenancy agreements issued by us have a clause on keeping animals. In most circumstances consent is not required but there are standards that apply that if not met will result in us taking enforcement action.
- 1.3 This Pets Policy should be read in conjunction with our Anti-social Behaviour Policy.
- 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 all Red Kite residents 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. 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.

#### **4. Policy Statement**

- 4.1 Residents must ask for our permission to keep a pet, unless the tenancy agreement says that permission is not required. The Pet Registration Form in Appendix A must be completed and permission granted before a resident 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 residents;
  - Offensive/unpleasant odours;
  - Failing to keep a dog on a lead in all communal areas.
- 4.4 The resident 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 homes.
- 4.6 The control of pets and any pet visiting the home is the responsibility of the resident. 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.
- 4.7 Dog fouling must always be removed, disposed of appropriately and the area cleaned immediately by the resident responsible for the pet.
- 4.8 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.
- 4.9 If a cat or dog flap is required, the resident 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.
- 4.10 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 resident 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.
- 4.11 Residents 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.
- 4.12 Any pets of children under 16 years of age are legally the responsibility of the parents.
- 4.13 We will not give permission to breed or offer any animal for sale from a Red Kite property, including the dwelling and other areas such as garages. This is in accordance with guidance from the RSPCA.
- 4.14 Residents must seek permission from Red Kite if they wish to pet sit or have a pet reside in their property for longer than one day.
- 4.15 We expect residents 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 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.

## **5. Permitted Pets**

5.1 Below are some of the things we will consider when a resident 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 resident 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.

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 resident'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 owner/s and if it causes a nuisance we are likely to retract our permission for the resident 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 resident 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 may take enforcement action against the resident in partnership with other agencies e.g. RSPCA, police or other animal welfare organisation. There may be a case for legal action against the resident 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 resident will be asked to re-home the pet within a reasonable timeframe.

## **7. References**

7.1 This Policy 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-Guide-2017.pdf>

## **8. Related Procedures and other Documents**

8.1 The following documents are relevant to this policy:

- Anti-Social Behaviour Policy
- Tenancy Policy
- Tenancy Agreement
- [Pet permission - Process v.1.pdf](#)





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			
<b>Version:</b>	1	<b>Effective date:</b>	May 2021
<b>Subject Matter expert drafter:</b>	Homes Manager	<b>Process owner :</b>	Head of Community
<b>Related Pod</b>	Community Relationship	<b>Related Policy</b>	Anti-social behaviour policy Tenancy policy
<b>Review period</b>	3 years	<b>Next review due by:</b>	May 2024
Delegated approvals			
The 3 lines of defence have been checked within the framework and are valid			<input checked="" type="checkbox"/>
<b>Approved by AD</b>	N/A	<b>Approved Date:</b>	N/A
<b>Approved by EMT</b>		<b>Approved Date:</b>	24 <sup>th</sup> May 2021
<b>Approved by Board/ Committee/RRT</b>	N/A	<b>Approved Date:</b>	N/A



## Request for pet

### Appendix A: Request for a pet

Please provide the following information so we can process your application.

**Tenant Name:**       «T1Title» «T1For» «T1Surn»  
                              «T2Title»«T2For»«T2Sur»

**Address:**           «PAddr1» «PAddr2»  
                              «PAddr3» «PAddr4»  
                              «PAddr5» «PPC»

**Email address:**   .....

**Contact number:** .....

**Property Type:**    Bedsit    Flat   on the ..... floor    House    Bungalow

**Number of bedrooms:** .....       **Do you have a garden?**    Yes    No

1.       **Do you currently have any pets? If yes, what kind of pets and how many?**

.....  
.....

2.       **Have you been denied a pet before by us?**                                    Yes    No

3.       **Have you had any prosecutions or other action taken against you for crimes or neglect against animals in the past?**

Yes    No

4.       **How many pets are you requesting permission for?** .....

5.       **Type & Breed of pet:** .....

6.       **Has the intended pet had the correct vaccinations and treatment, such as de-fleeing and worming? (if required)**

Yes    No    N/A

7.       **Do you ensure that the pet is exercised properly if needed? (e.g. a dog would need walking every day)**

Yes    No    N/A



## Request for pet

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

Yes       No       N/A

9. Microchip number: .....

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

Yes       No       N/A

11. Is there any other information you would like us to be aware of, for example if you require an assistance/guide pet?

.....  
.....

By signing this request form I agree:

- I have read and understood the pet standards and my obligations regarding the security, health and well-being of my pet
- I have read and understood the terms & conditions of my tenancy agreement
- I understand that if I do not adhere to the conditions within the pet standards and the terms & conditions of my tenancy agreement, permission may be retracted and I will need to re-home / remove my pet(s)
- I understand that if there is any substantiated complaints of nuisance in relation to my pet, permission may be retracted and I will need to re-home / remove my pet(s)

**SIGNED:**

Tenant 1: ..... Date: .....

Tenant 2: ..... Date: .....



## Request for pet

### 9. Statement

- 1.5 This Standard outlines Red Kite Community Housing's approach to pets within its housing stock. This Standard 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.
- 9.1 We recognise that keeping pets can offer significant benefits to our customers. However, irresponsible pet ownership can cause nuisance and affect the quality of life for other residents. If our customers wish to keep a pet, they need to take a number of steps to ensure a pet's well-being. All tenancy agreements issued by us have a clause on keeping animals. In most circumstances consent is not required but there are standards that apply that if not met will result in us taking enforcement action.
- 9.2 This Pets Standards should be read in conjunction with our Anti-social Behaviour Policy.

### 10. Standards

- 2.1 Pet-keepers must ensure that the pet fits in with their lifestyle, physical abilities and environment: for example, a dog would not be a suitable pet for someone who is housebound but fish, a rabbit or a budgerigar may well be.
- 2.2 We expect tenants who keep a pet to abide by the following:
- 10.1.1 They will house their pet properly and securely, for example in a cage, tank or garden.
  - 10.1.2 They will keep the animal in a manner that ensures its physical and psychological well-being, so that it is not stressed when left alone and therefore does not create a noise nuisance or become destructive.
  - 10.1.3 They will not have so many pets that there are issues of overcrowding with potential health implications for both animals and humans.
  - 10.1.4 They will also ensure that an animal is appropriately trained – this is particularly important in the case of dogs – and that the training takes into consideration the feelings of others, for example by training the dog not to approach anyone without permission and then to sit rather than jump up in greeting.
- 10.2 We expect dogs and cats to be permanently identified by microchip or tattoo. To comply with current legislation dogs must also wear a collar and tag. Cats should be neutered.



## Request for pet

- 10.3 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. This is to protect the health and safety of any residents and employees who may come into contact with them.
- 10.4 Tenants are responsible for the health and welfare of their pets. 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:
  - 10.4.1 a proper diet (food and water);
  - 10.4.2 protection from pain, suffering, injury or disease;
  - 10.4.3 the ability to exhibit normal behaviour patterns;
  - 10.4.4 a suitable environment to live in with or apart from other animals.
- 10.5 This requires proper day to day management and care of the pet. If tenants have any questions about the care of their pets they should contact their vet or a suitable accredited animal welfare organisation. Routine healthcare must include regular control of parasites (fleas and worms), vaccinations and neutering where appropriate.
- 10.6 Under no circumstances will permission be given to breed or offer any animal for sale from a Red Kite property.
- 10.7 The control of pets and any pet visiting the property is the responsibility of the tenant. If cats are allowed free access outside then they must not cause nuisance to neighbours. Dogs must always be kept on a lead when in public areas. They must never be let out on their own – this includes communal balconies and stairwells. Dog faeces must always be removed immediately.
- 10.8 If outside accommodation for a pet is required, other than a hutch or pen for small mammals, written permission must be obtained before it is built. An application must include plans of the proposed construction and detail the species to be kept.
- 10.9 No pet should be left in the 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.
- 10.10 Tenants are liable for any damage that is caused by their pets. *Damage would include damage to fixtures and fittings including irreversible leakage of odours.*



## Request for pet

### **11. Related Procedures and other Documents**

11.1 The following documents are relevant to this Standard:

11.1.1 Anti-Social Behaviour Policy and Procedure

11.1.2 Tenancy Agreement

### **12. Tenancy Agreement**

12.1 All tenancy agreements will make reference to pets and it is important to check what each tenancy agreements states.

### **13. Procedure and Enforcement**

13.1 Where there is a nuisance, appropriate enforcement measures will be taken, including possession proceedings where necessary. The pet's behaviour is the responsibility of the owner/s and if it persistently causes a nuisance we may ask for it to be removed.

13.2 We may also take enforcement action against the tenant in partnership with other agencies e.g. Police or animal welfare organisations.