



Domestic Pets Policy

Policy Title:	Domestic Pets Policy
Policy Author:	Diane Hendry
Date of Approval:	1st September 2019
Date for Next Scheduled Review:	1st September 2022
Review Body:	Board of Management
Equality Impact Assessment Complete:	No
Policy Published on Web:	Yes
Scottish Social Housing Charter Standard	6
Scottish Housing Regulator Standard:	1 & 2
Scottish Housing Regulator Guidance:	1.6 & 2.4

Ardenglen Housing Association can provide this policy on request, in large print, in Braille, on tape or in other non-written format, and in a variety of languages

Domestic Pets Policy

Contents Page

1. Introduction
2. Aims and objectives
3. Legislative framework
4. Definition of a domestic pet
5. Number and types of pet
6. Application assessment
7. Restrictions to keeping pets
8. Support dogs
9. Conditions to granting permission
10. Consequent action if conditions for keeping a pet are broken
11. Consequent action if a pet is kept without permission
12. Appeals process
13. Equal opportunities
14. Policy review

1. Introduction

- 1.1 Under the terms of the tenancy agreement with Ardenglen Housing Association Housing, tenants have a right to enjoy their home. The Association aims to ensure tenants are free to make their own lifestyle choices. For some tenants, this may include keeping a pet which can offer significant health and social benefits to their owners.
- 1.2 Irresponsible pet ownership can cause nuisance to other tenants and staff, and suffering for the animal. This policy has been created with the intention to facilitate the effective management of pets, ensuring that all reasonable steps are taken to comply with the Equality Act 2010, Animal Health and Welfare (Scotland) Act 2006 and all other relevant legislation.

2. Aims and objectives

- 2.1 The main objective of the Pets Policy is to ensure that measures and procedures enable tenants to keep pets, whilst ensuring that others are not adversely affected by this. The Association aims to encourage responsible pet ownership and ensure that issues of pet nuisance, cruelty or neglect are dealt with appropriately and effectively.
- 2.2 The policy will specify the following:
 - Conditions under which tenants will be granted permission to keep pets.
 - Instances where permission will not be granted.
 - Action to be taken where conditions are broken.

3. Legislative framework

- 3.1 There are a number of pieces of legislation which inform the Association's Pets Policy. These are listed below;
 - The Equality Act 2010
 - The Animal Health and Welfare (Scotland) Act 2006 – came into force in 2006 and introduced the concept of a 'duty of care', which means that people are legally obliged to ensure the welfare of the animals in their care.
 - The Dangerous Dogs Act 1991 – makes it an offence to keep specific breeds of dogs, and must be taken into account when granting permission to a tenant to keep a dog.
 - The Dangerous Wild Animals Act 1976 - aims to ensure that where private individuals keep dangerous wild animals they do so in circumstances which create no risk to the public and safeguard the welfare of the animals. Licences are required from the local authority for any animal which appears on a schedule to the Act.
 - Control of Dogs Order 1992
 - Dog Fouling Scotland Act 2003

- Control of Dogs (Scotland) Act 2010
- The Microchipping of Dogs (Scotland) Regulations 2016
- Civic Government (Scotland) Act 1982 section 49

4. Definition of a domestic pet

- 4.1 The term domestic pet covers dogs, cats, fish, caged birds, rodents (e.g. hamster, gerbil, rat or mouse), small non venomous reptile (e.g. terrapin or tortoise), non-venomous insect or amphibian (e.g. newt) or rabbit.
- 4.2 Pigeons are not classified as domestic pets and permission will not be given to keep these within a residential dwelling including within the balcony or loft areas.

5. Number and Type of Pets

- 5.1 The normal standard will be no more than 1 or 2 pets (depending on type, size etc.) Each request will be looked at individually taking into account the needs of the service user, size of property, surrounding area and species of pet.
- 5.2 Requests for pets which would normally be housed externally such as rabbits, will be assessed on its merits and may be granted depending on local circumstances and the size of the hutch required in relation to garden ground or property size if it is proposed the pet will be kept indoors.
- 5.3 Requests to erect a larger structure, for example a dog run, kennel, aviary or pigeon loft, will be considered in relation to garden size and possible neighbour nuisance. Ardenglen may discuss such proposals with adjacent neighbours prior to consent being given.
- 5.4 The keeping of pets on a balcony will not be permitted.
- 5.5 Permission must be requested for large fish tanks. The size and weight of the fish tank when full of water will be taken into consideration, especially where the tenant lives in flatted property.

6. Application Assessment

- 6.1 Tenants, both new and existing, must request permission from the Association to keep any uncaged domestic animal, such as a dog or cat, or for any exotic species of animal or reptile. Permission is required for pet keeping on both a temporary and permanent basis. On receipt of an application we will;
- Assess the request and decide if permission will be granted;
 - Keep a record of what animals are being kept by the tenant;
 - Issue the tenant with a standard agreement on pet ownership which will be signed by the tenant;

- Remind tenants of their responsibilities in relation to keeping a pet.

6.2 Our application assessment process will focus on the following criteria

- Any potential for disturbance, nuisance or distress that the pet may cause to neighbours
- The size and type of accommodation where the pet is to be kept
- The number and type of pets already in the property
- Any history of pet-related problems within the property or within the relevant locality
- Whether the tenants has had pets before and has been unable to look after them properly without causing a nuisance or annoyance to others
- Whether the pet will be kept for breeding purposes.

7. Restrictions to Keeping Pets

7.1 Tenants will not be granted permission to keep a dog which is prohibited by the Dangerous Dogs Act 1991 or by any other Statute or Regulation. The current list includes:

- Pit Bull Terrier;
- Dogo Argentino;
- Fila Brasileiro;
- Japanese Tosa.

7.2 Permission will not be granted for a tenant to keep livestock or farm animals, for example sheep, goats, pigs, cattle, horses, chickens, ducks etc.

7.3 Permission will not be granted if a tenant already has the maximum permitted number of pets.

7.4 Permission will not be granted for a tenant to keep a pet where Ardenglen receives advice that the environment is unsuitable.

7.5 If a tenant is considered a to be unfit 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 that alternative arrangements will be put in place. Permission will not be granted if the Association is of the opinion that the pet would be at risk of suffering.

7.6 We will consider any history of pet ownership the tenant may have, either in an Ardenglen tenancy or that of another landlord, when reaching its 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 an animal.

7.7 Before reaching a decision, the Association would refer to any guidelines available from professionals such as vets, animal charities, or groups such as the Pet Advisory Committee, the Pet Health Council, the Dog Trust or the Cat Protection League.

8. Support dogs

8.1 Permission to keep a support dog will be granted where a disabled tenant requests it and the animal has been provided by a recognised agency (such as Guide Dogs for the Blind, Support Dogs or Dogs for the Disabled). Where the property is not usually suitable for keeping a dog, a transfer to an appropriate property may be offered. In some circumstances a tenant may be given permission to keep a support dog in a property which would not usually be suitable for keeping dogs.

9. Conditions to granting permission

9.1 Permission will normally be granted for one such pet, subject to the following conditions:

1. The tenant returns the signed Pets Agreement to the Association.
2. 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, visitors, Association staff or contractors. This includes fouling, noise and odours from pets. Dogs must always be kept on a short lead in common areas, shared gardens and Association grounds, and are not permitted out with a tenant's property unaccompanied.
3. Tenants must ensure their pets do not cause damage or deterioration to their own, their neighbours', or any other Association owned property; any common parts; or any garden or landscaped areas. This includes damage caused by pet fouling. The Association will require that any such damage is either made good by the tenant, or be treated as a rechargeable repair.
4. Tenants are responsible for cleaning up dog or cat faeces immediately and should ensure that dogs are not permitted to urinate in communal areas. It is recognised that due to the independent nature of some cats, it may not always be possible to clean up faeces immediately, but every effort should be made by cat owners to ensure their cat does not cause a nuisance to others.
5. 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.

6. Tenants must ensure that their pet is registered with a vet and receives standard routine healthcare, such as vaccinations and regular parasite control measures, as well as appropriate treatment for any illness.
7. Tenants will agree to responsible pet ownership and agree to neutering and microchipping their animals where appropriate to do so.
8. 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 arranged, staff will contact the appropriate authorities to arrange for the care of a pet and the tenant will be liable for any charges arising from this.
9. Tenants must not normally leave any pets alone in the property for any prolonged period 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.
10. Tenants are prohibited from breeding or selling animals on a commercial basis from any Ardenglen owned property.
11. Tenants must ensure that animals are exercised away from common areas, in particular back court spaces.
12. The Association will reserve the right to impose any other reasonable condition on a specific case where it is felt to be appropriate in the interests of other tenants, staff, or the animal itself.

10. Consequent action if conditions for keeping a pet are broken

- 10.1 If any of the conditions within the Tenancy Agreement or the signed Pet Agreement (or any other particular conditions which have been imposed for a specific case) are broken, appropriate action will be taken as detailed below.
- 10.2 The Association will investigate any issues raised according to the Neighbour Disputes Policy, the Estate Management Policy or the Complaints Policy 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 the Association.
- 10.3 Where required the Association will 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.

- 10.4 The Association will reserve the right to withdraw its permission and require the removal of a pet where remedial action fails to resolve an issue and no other solution is available. In such cases, the tenant must make arrangements for the pet's permanent removal from the property within two weeks of the permission being withdrawn.
- 10.5 Legal action, in the form of an interdict requiring a tenant to cease keeping the animal, would only be taken as a last resort where a tenant refused to cooperate to address concerns in relation to a pet; or where a problem could not be managed and no other course of action was available.
- 10.6 If pets are found to have been left behind in a property when a tenancy has ended, the Association would contact the appropriate authorities to arrange for their safe removal and care and any associated costs recharged to the outgoing tenant.
- 10.7 If it has been found that a tenant has neglected a pet's welfare, or mistreated or caused unnecessary suffering to a pet, then the Association will notify the appropriate authorities. Where this is brought to the attention of the Association by a third party, then they will also be advised to report it to the appropriate authorities. In such cases, permission to keep a pet in Association property will be withdrawn and never granted again at any time.

11. Consequent action if a pet is kept without permission

- 11.1 If a tenant is found to be keeping an uncaged pet or pets without the Association's permission, then they must apply for permission within two weeks.
- 11.2 Normally permission will be granted, unless one of the categories listed at section 7 applies. Where permission is granted, the tenant must agree to abide by the conditions set out within the tenancy agreement and the Pets Agreement.
- 11.3 Where permission is refused, the tenant must make arrangements for the permanent removal of the pet within two weeks. Failure to comply may result in legal action being considered.

12. Appeals Process

- 12.1 All tenants have the right to appeal against a decision made by Ardenglen in connection with their tenancy. Tenants can appeal if permission to keep a pet has been refused. The appeal should be made in writing within 28 days of the refusal.

13. Equal opportunities

- 13.1 The Association aims to promote equality and diversity and operate equal opportunities policies which inform all aspects of its business. It will ensure that it adheres to the Equality Act 2010 by being committed to equal and fair treatment for all and opposed to any form of unlawful discrimination.

14. Policy review

- 14.1 This policy will be reviewed on a three yearly basis and more frequently if circumstances require. The review will assess the effectiveness of the policy and identify any changes which may be required. As part of this review, consultation will take place with both staff and tenants to ensure account is taken of operational issues and the opinions of Association tenants.