



Permission for Pets Policy

Linthouse Housing Association	
Policy Implementation Checklist:	
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Section 1: Introduction

1.1 Pet Ownership

- 1.1.1 Linthouse Housing Association supports our tenants right to enjoy their home and accepts that this may include keeping a pet. However, it is vitally important that we continue to maintain high-quality homes and communal areas. Therefore, we must ensure that pets do not have a negative effect on the environment or cause issues with neighbours or other residents.
- 1.1.2 This Policy outlines our approach to the management of pets within our properties. The purpose of the Policy is to provide guidance to tenants on the type of pets that will be permitted and what conditions exist in this regard.
- 1.1.3 **Note:** In this Policy, Linthouse Housing Association is referred to as “we”, “us” or “our”.

1.2 Scope of Policy

- 1.2.1 This Policy applies to all tenants of Linthouse Housing Association who wish to apply for permission to keep a pet in their home.

1.3 Equality and Diversity

- 1.3.1 Equality and diversity reflect the core values of Linthouse Housing Association and we strive to ensure that they are embedded throughout all of our services, policies and decision making. We are committed to promoting an inclusive and diverse culture that treats every individual with dignity, respect and fairness. We will actively challenge discrimination and empower people to succeed.
- 1.3.2 If you require further information, please refer to our Equality and Diversity Policy.

1.4 Our Mission

1.4.1 The Permission for Pets Policy forms part of our mission to:

“deliver high quality and cost-effective housing services designed to meet the needs of existing and future customers. To work in partnership with others to create thriving communities that people want to live and work in”.

1.5 Our Vision and Values

1.5.1 Our vision is the creation and sustainment of lasting, unique, vibrant homes in stable, popular and ambitious urban communities. Our vision is underpinned by four core values which we apply to all areas of our business. These are to be:

- i. **Customer Driven**
- ii. **Honest**
- iii. **Accountable**
- iv. **Transparent**

1.6 Our Organisational Culture

1.6.1 Our **C.H.A.T** values as outlined, form the foundation of our **Listen, Hear, Act (L.H.A)** customer excellence and organisational culture programme. All staff receive training at induction on customer service standards and the organisational culture we promote. This includes reference to our Equality and Diversity Policy and a requirement to treat colleagues, tenants, contractors, service users and any other stakeholders with dignity and respect.

1.6.2 The organisational culture we promote is based on finding solutions to suit customer needs regardless of individual differences.

1. **Listen** - We are committed to listening to those we do business with, be that our customers, staff, stakeholders, regulators or funders, to ensure that our responses are reflective of what people are saying to us.
2. **Hear** - Once we listen and understand the need/demand/offer that is presented, we will ensure that we fully understand what is being said.

3. **Act** - Whilst we will think about what we do, we want to be known for acting swiftly to deliver solutions and for always keeping our promises.

1.7 Applicable Definitions

1.7.1 Pet

A pet is defined as a domestic or tamed animal kept for companionship or pleasure. The term domestic pet covers the following types of animal:

- Dog;
- Rodent (e.g. hamster, gerbil rat or mouse);
- Cat;
- Small non-poisonous reptile (e.g. terrapin or tortoise);
- Fish;
- Non- poisonous insect or amphibian (e.g. newt);
- Bird (caged); and
- Rabbit

The applicable definition as outlined applies to Section 2.6 of the Scottish Secure Tenancy Agreement.

Section 2: The Legal Framework

2.1 The Animal Health and Welfare (Scotland) Act 2006: Duty of Care

2.1.1 The key aim of the Animal Health and Welfare (Scotland) Act 2006 is to promote animal welfare. This includes imposing a duty of care on those responsible for animals.

2.1.2 Whilst the Association is not directly responsible for any pets owned by our tenants, this Act does inform the conditions that we impose on tenants who own a pet, as well as the circumstances in which permission may be withdrawn.

2.2 The Dangerous Dogs Act 1991: Prohibited Dogs

2.2.1 The Dangerous Dogs Act 1991 prohibits certain dogs within the UK. The Act lists four breeds of dog labelled 'specially controlled dogs.' It is illegal to own, breed or sell any of these dogs within the UK:

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

2.2.2 The Act also covers cross breeds and mixed breeds with ancestry from the above-mentioned dogs.

2.2.3 Other breeds are not exclusively exempt from the Act; they can fall within the remit of the legislation if it has a significant physical characteristic or trait of any of four breeds listed in the Act. This is dependent on various factors, such as temperament, ancestry, physical traits and history.

2.2.4 The courts have discretion to decide upon the inclusion or exclusion of a particular dog on an individual basis.

2.3 The Dangerous Wild Animals Act 1976: Prohibited Animals

2.3.1 The Dangerous Wild Animals Act 1976 was enacted to ensure that individuals who owned 'dangerous wild animals' created no risk to the public and safeguarded the welfare of the animals.

2.3.2 A license must be obtained from a local authority for any animal that is listed on a schedule to the Act.

Section 3: Policy Aim, Overarching Objectives and Implementation

3.1 Aim

3.1.1 Our primary aim is to provide measures and procedures that enable a tenant to own a pet, whilst ensuring that this does not adversely affect the environment or others.

3.2 Objectives

3.2.1 In order to achieve our primary aim, we have the following objectives:

- promote responsible pet ownership;
- ensure that issues regarding pet nuisance, neglect and/or cruelty are dealt with in an effective manner;
- outline the conditions under which tenants will be granted permission to keep a pet;
- outline when permission will not be granted; and
- ensure that action is taken where any of the conditions are broken.

3.3 Implementation

3.3.1 Restrictions

Any mammal, bird or invertebrate that requires a license under the Dangerous Dogs Act 1991, Dangerous Wild Animals Act 1976 and any subsequent amendments of these Acts, are not permitted in the Association's properties.

The four breeds of dog that are listed under the Dangerous Dogs Act 1991 (as above) are not permitted in the Association's properties.

If your property forms part of a building which exceeds five storeys in height, you cannot keep a dog, unless it is a registered guide dog.

3.3.2 Granting Permission to Keep a Pet

Both new and existing tenants are required to receive permission from the Association in advance of keeping any domestic animal, including any exotic species of animal or reptile. Tenants should contact their Customer Service Officer who will then provide a Pets Agreement Form. This form must be returned to our office and our permission granted before obtaining a pet.

It is also necessary that tenants who intend to care for a pet on a temporary basis on another's behalf receive permission in writing from the Association to keep the pet. They must state the length of time regarding the intended care, and at what times the pet will be cared for at the tenant's property. If a tenant is required to care for a pet in an emergency, permission should be obtained in the first instance by telephoning the Customer Services Officer. Otherwise, contact should be made with the Customer Services Officer as soon as possible.

Permission will be granted for a domestic pet subject to the following **conditions**:

1. Tenants complete and return the signed Pets Agreement Form to the Association;
2. Tenants are responsible for the behaviour of any pets that are owned by them themselves, or by anyone that lives with them, or is visiting them;
3. Tenants must ensure that pets are supervised at all times and kept under control. They must ensure that they do not cause a nuisance or annoyance to neighbours, visitors, Association staff and/or contractors. This includes noise, fouling and odours;
4. Tenants must keep dogs on a short lead in common areas, shared gardens and Association grounds. Dogs are not permitted out-with a tenant's property if unaccompanied;
5. Tenants must ensure that pets do not cause any damage and/or deterioration to their property, their neighbours' properties or any other property that is owned by the Association. This includes common parts, as well as gardens and landscaped areas. We will require that any

damage is made good by the tenant or is treated as a rechargeable repair;

6. Tenants are responsible for clearing faeces immediately and ensuring that pets do not urinate in communal areas. However, given the independent nature of cats, the Association is mindful that it may not always be possible to immediately clean faeces. Nevertheless, every effort should be made by tenants to ensure that cats do not become a nuisance to others;
7. If a pet is causing nuisance/damage and the tenant is unable to remedy the situation, or has refused to take remedial action, the Association is in a position to withdraw permission at any point and subsequently require the removal of the pet;
8. Tenants are legally responsible for the overall health and welfare of their pet. This includes ensuring that the pet has a suitable environment and diet, receives plentiful exercise, is able to exhibit normal patterns of behaviour, and is protected from any forms of pain, suffering, injury or disease. This involves assessing whether the animal should be housed with other animals or not;
9. Tenants must ensure that their dog is microchipped if they are over the age of 8 weeks, in accordance with the Microchipping of Dogs (Scotland) Regulations 2016;
10. If a tenant is unable to take care of their pet, they are responsible for making suitable arrangements, whether this is temporary or permanent. If suitable provision is not made, staff will contact the appropriate authorities to organise for the care of a pet. The tenant will be liable for any charges that arise from this;
11. Tenants must not leave pets alone for any prolonged period of time and dogs should never be left overnight unless suitable care arrangements have been made;
12. If a tenant demonstrates negligence with regards to the care of a pet, the Association reserves the right to withdraw permission. This is also the

case where a tenant is unable to ensure the basic welfare needs of a pet, and is unable to or has refused to organise alternative arrangements for its care;

13. With the exception of communal corridors, pets are not permitted in any communal areas, unless in the case of assistance dogs or where permission has been obtained by the other individuals who use the area. This includes lounges, dining rooms, laundry rooms and guest rooms;
14. Whilst laundry facilities can be used to launder pet related items, tenants must use an appropriate laundry bag to contain pet hair. If this is ineffective, tenants will be asked to find an alternative method of laundering pet bedding; and
15. Tenants are prohibited from breeding or selling any animals on a commercial basis from any LHA owned property.

The Association reserves the right to impose further conditions where it is felt that this is necessary for the interests of other tenants, staff or the pet itself. Tenants, or their legal representative, are required to sign a formal agreement (Pets Agreement Form), in order to confirm that they will abide by the above conditions.

If a tenant wishes to replace a pet, they must receive permission. This will also be subject to the above conditions; however, a history of previous pet ownership will also be taken into consideration.

Applications to keep pets will be determined on an individual basis and contingent on various factors:

- the size and type of accommodation;
- the type and size of the animals;
- the availability of garden or proximity of other exercise and toileting area;
- history of any previous or current pet ownership; and
- the ability of the tenant to ensure the welfare of the animals.

Before reaching a decision, the Association will consult any relevant guidelines available from professionals, such as vets, animal charities and animal groups (Pet Advisory Committee, Pet Health Council, Dogs Trust or the Cat Protection League for example). We may set a maximum number on the number of pets allowed, dependent on the various factors as outlined.

If any concerns arise, the Association will refer to any available guidelines that have been issued by the above-mentioned groups. If requested, the Association can source information and advice for tenants on suitable numbers, environments and welfare needs of such animals.

Whilst owners of assistance dogs do not require permission from the Association, they should advise the Association of the dog's existence, in the case of a fire or flood etc.

If a tenant is seeking to construct outside accommodation for their pet, they must obtain written permission from the Association. This would only apply where the property had a garden available for the tenant's sole use. Any applications in this regard must include details of the species and plans of the proposed construction.

In the event that a tenant has been decanted and is unable to take their pet, the Association will provide support in sourcing appropriate alternative accommodation for the pet on a temporary basis.

3.3.3 Reasons for Refusing Permission to Keep a Pet

Permission will not be given where the Association considers that the particular environment is not suitable. We may seek advice from appropriate bodies.

Permission will also be refused where the Association considers that the tenant is unable to ensure the welfare of the animal and fulfil their responsibility to keep it under control. Permission would only be granted where the tenant could provide evidence that alternative arrangements would be put in place that would satisfy the conditions set out above.

The Association is also entitled to consider any history of pet ownership that the tenant may have, whether this relates to a tenancy with us or a previous

landlord. If records show a previous history of neglect/cruelty, or instances of irresponsible pet ownership, permission will most likely be refused.

3.3.4 Consequent Action if Conditions are Broken

Where any of the conditions are broken, or any further conditions that have been implemented for a particular case are broken, appropriate action will be taken, as outlined below.

The Association will first investigate any issues that have been raised in accordance with the Anti-Social Behaviour Policy or the complaints procedure that we employ. If a complaint is subsequently upheld, the tenant will be given the opportunity to rectify the issue and undertake remedial action as arranged with the Association.

The Association will also aim to ensure that all tenants who have pets receive thorough advice and support pertaining to pet management issues, in order to help them keep their pet and resolve any potential problems to the satisfaction of all parties concerned.

Notwithstanding, where remedial action fails to resolve the issue and there are no alternative solutions available, the Association reserves the right to withdraw permission and subsequently require the removal of the pet. The tenant will be required to ensure that arrangements are made for the pet's removal from the property within two weeks.

Where a tenant refuses to co-operate with the Association and address the issue(s), legal action (in the form of an interdict requiring a tenant to cease keeping the animal) would be initiated; but only as a last resort. This would also be the case where an issue could not be managed, and no other solution was available.

If a pet has been left behind in a property where the tenancy has ended, the Association would contact the relevant authorities to arrange for the animal's safe removal and care. Any associated costs would be recharged to the outgoing tenant.

If a tenant has neglected the welfare of their pet, mistreated the animal or caused unnecessary suffering, the Association will notify the appropriate authorities. Where this is brought to the Association's attention by a 3rd party, they too will be advised to report this to the appropriate authorities. In this case, permission to keep a pet in an Association property will be withdrawn and never granted again.

3.3.5 Consequent Action for Keeping a Pet Without Permission

If a tenant is found to be keeping a pet without permission, they must apply for permission within two weeks.

Where permission is granted, the tenant must agree to the above conditions.

Where permission is refused, the tenant will be required to make arrangements for the permanent removal of their pet within two weeks. If they fail to do so, legal action may be initiated.

3.3.6 Promoting Responsible Pet Ownership

In order to encourage pet ownership, the Association will:

- Make it a requirement that all pets must be registered with a vet and receive regular treatment;
- Highlight the benefits of neutering and micro-chipping animals to tenants, and encouraging them to discuss this with their vet;
- Advise tenants on the benefits of pet insurance;
- Encourage tenants to undertake pet training, if appropriate, given that this can contribute to the well-being of the pet as well as helping to ensure that the tenant is able to keep the animal under control. This would prevent the pet from causing nuisance to others; and
- Encourage tenants to consider what species of animal would suit their lifestyle, and to be realistic about their physical abilities (and thus needs) when considering pet ownership.

Section 4: Compliance and Complaints

4.1 Monitoring

- 4.1.1 Any complaints regarding pets will be recorded and monitored in accordance with our complaints' procedure. Any issues/trends that are identified will be used in the policy review process along with other feedback, in order to ensure that the Policy remains appropriate and effective.

Section 5: Review of Equality Policy

- 5.1 This policy will be reviewed **every 3 years** to ensure that the appropriate amendments are made. All staff and relevant third parties will be informed. Continuously subjecting our Policy to review will ensure that its effectiveness is maintained, and that feedback can be acted upon in a reasonable time frame.

APPENDIX 1: EQUALITY IMPACT ASSESSMENT

TITLE OF POLICY:	Permission for Pets Policy
Strategic Outcome:	To provide tenants with lifestyle choices to support sustainable tenancies - whilst managing any issues which may arise as a result of those choices.
What is the purpose of the proposed Policy?	To provide measures and procedures that enable a tenant to own a pet, whilst ensuring that this does not adversely affect others.
Protected Characteristic Groups affected by the Policy	This would apply to all protected characteristics groups.
Who is the target audience of this policy or who is intended to benefit from the proposed policy and how? (ie. employees, service users, management committee etc.)	Tenants of Linthouse Housing Association.
List any existing documents, evidence, research which have been used to inform the EqlA (this must include relevant data used in this assessment)	n/a
Has any consultation involvement been undertaken with the Protected Characteristic Groups to inform this assessment? (please provide details of who and how consulted)	No.
What is the actual likely impact?	Policy allows tenants to own pets under certain circumstances and with some restrictions.
How have you, or will you, put the Policy into practice, and who is or will be responsible for delivering it?	Head of Customer Solutions is responsible for implementing the policy and Customer Services Team for putting the policy into practice.
How does the Policy fit into our wider or related policy initiatives?	It supports our mission to create thriving communities that people want to live and work in.
Do you have a set budget for this work?	No