

Policy	Pet Policy
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Approved by:	FIRST ISSUE
Date Approved	
Updated	
Lead Officer/post	Extra Care Operations Manager

1.0 Introduction

This policy supports Preferred Homes Limited (PHL) approach to management of pets within tenant's properties. It is widely acknowledged that pets can positively benefit the well-being of owners and for many older people living on their own, their pets are their reason for living. Pets can also add benefits to reduce social isolation and support with positive engagement with others for example neighbours.

2.0 Scope and Exceptions

This policy applies to all residents living within Extra Care Housing, we encourage responsible pet ownership in accordance with the Animal Welfare Act 2006. This policy covers the following:

- The type and breed of pet
- Granting permission and acceptance of a pet to
- Breach of policy
- Information about responsible pet ownership

Aims:

- To provide a foundation for a consistent and enforceable approach to pet ownership
- To provide a balance that ensures pet ownership does not infringe on the right of others to the peaceful enjoyment of their home.

Objectives:

- To provide tenants with clear guidance on pet ownership, how to apply for permission and how permission may be revoked.
- To provide tenants with information on what type of animals are acceptable as pets.
- To provide tenants with information relating to acceptable and non-acceptable behaviour

3.0 Equality Diversity and Inclusion

PHL is committed to ensuring that no person or group of persons will be treated less favourably than another person or group of persons and will carry out our duty with positive regard for the following protected characteristics: age, disability, gender reassignment, marriage and civil partnerships, pregnancy and maternity, race, religion, sex, sexual orientation.

However, we also recognise that some people experience disadvantage due to their socioeconomic circumstances, employment status, class, appearance, responsibility for dependants, unrelated criminal activities, being HIV positive or with AIDS, or any other matter which causes a person to be treated with injustice.

PHL will also ensure that all services and actions are delivered within the context of current Human Rights Legislation.

4.0 Definitions

PHL considers a domestic pet to be:

- A small dog (excluding those prohibited by the Dangerous Dogs Act 1991, or any other law)
- Domestic Cat
- Small Bird that is caged
- Assistance Dogs – are trained to aid individuals who have a disability.
- Emotional Support Animals (ESA) are animals that provide therapeutic benefits to their owner through affection and companionship. In the UK this is not recognised as an assistance dog.
- A domestic rabbit

4.0 Granting Permission

The application to request a pet should be sent to the housing management staff prior to obtaining a pet (Appendix A). Applications must be completed in writing; however, if the applicant requires assistance a member of staff can support with this. A copy of the pet's policy and an application form and covering letter will be sent to the applicant within 10 days of making a request.

Permissions will not be granted for large caged and uncaged pets, farm animals and animals that are registered under the Dangerous Wild Animals Act 1976 and the Dangerous Dogs Act 1991. Under Section 3 of the 2014 amendment to the 1991 Act it is a criminal offence for the person in charge of the dog to allow it to be dangerously out of control in a public or private place.

When considering a request to keep a pet consideration will be taken as follows:

- The terms and conditions within your occupancy agreement
- The type of property the tenant lives in and the facilities available to the tenant.
- The size of the garden
- The breed, size, number and temperament of the pets in question
- A home visit may be required before permission is granted. Risk Assessments will be in place prior to the visit and clarification about the breed of the pet will be obtained.

- The pet the tenant wants to keep is appropriate to the size of the flat and the facilities available.
- The flat has a garden or access to open space.
- Arrangements to care for the pet in the event of the owner being admitted to hospital or going on holiday is managed by the pet owner.

In addition to the above we will take account of the following in relation to specific types of animals. Permission will not be granted in any circumstances to keep any dog listed as dangerous as defined by the Dangerous Dogs Act 1991. This includes the Pit Bull Terrier, Japanese Tosa, Dogo Argentino and Fila Brasileiro. Permission will not be given to any animal listed in the Wild Animals Act 1976. This is to protect the health and safety of any residents, visitors, contractors or employees who may come into contact with them.

Any person found to be keeping a pet without consent will be asked to remove the pet.

Once permission has been granted all details about the pet must be effectively recorded and communicated effectively with any third parties who may visit the property for example care providers. A photograph and description of the pet should also be recorded.

5.0 Tenants Responsibilities

The tenant has a responsibility for any pet or animal owned by him/her or by anyone living with or visiting them. It is not permitted for any pets who have passed away to be buried on any PHL grounds.

The tenant will be responsible for looking after and caring for the pet properly. PHL will take any cases of cruelty or neglect seriously and will work with appropriate agencies to remove the pet if necessary. If this happens permission will be withdrawn. This will include precautionary measures for the pet's wellbeing and good health where necessary. For example:

- Treatment for fleas, worms and other parasites
- Bathing, cleaning and grooming
- The provision of proper bedding
- Vaccination where appropriate
- Providing water and the right food

Keeping Dogs

- All dogs must be microchipped, and the identity number must be shared within the application form. All dogs must comply with current legislation, wear a collar and a tag Control of Dogs Order 1992.
- Dogs must not be kept on balconies or communal walkways.
- Dog faeces should be picked up immediately and disposed of appropriately. This is not the responsibility of any staff who are employed within the extra care scheme.

Keeping Cats

- Cats should be neutered to prevent unplanned litters.
- All cats must be microchipped, and the identity number must be shared within the application form. All cats aged 20 weeks and older must be microchipped and registered in a national database, this came into effect from 10 June 2024.
- Owners are encouraged to have cats permanently identified.
- Cats must not be kept on balconies or communal walkways.

Keeping Caged Birds

- Caged birds should be appropriate to the size of the property and being kept in a home for example a budgie or a parrot.
- Care needs to be taken to avoid nuisance to neighbours resulting from noisy birds.

Tenants will seek written permission to keep a pet and they must agree:

- Not to allow the pet to wander in corridors or communal areas.
- If the pet is a dog, it must be regularly walked and exercised.
- The pet is house trained.
- It is not permitted to install a cat/dog flap to your property.
- If the pet is a cat, they are given access to the outside and provided with a litter tray.
- The tenant will be required to take all reasonable steps to supervise animals under their control or visiting their home.
- The tenant will take all reasonable steps to prevent any animals from causing nuisance, annoyance or danger to neighbours in the neighbourhood. This includes fouling, noise and smells.
- The tenant will take all reasonable care to ensure that any pets do not cause damage to the property, anything belonging or for which we are responsible, such as communal areas, gardens and grassed areas.
- The tenant will not use the property for the commercial breeding of pets.

- If they are no longer well enough to care for their pet, they must have alternative arrangements in place to ensure the pet is cared for.
- If they are going on holiday or away from the scheme, they must have arrangements in place to ensure the pet is cared for away from their home (i.e. boarding kennels/staying with family or friends)
- Not to keep pets on balconies or in communal walkways unattended.

Tenants will be required to complete a Care of Pet (Appendix B) form to include the following:

- Alternative arrangements of a person who is willing to care for the pet in event of illness, holidays, or hospital admission or sudden inability of the tenant to do so.
- The type of pet
- The name of the pet
- Vets' details: all pets will be required to be registered with a local vet.
- The pets microchip details
- Details of someone or an Organisation (with whom prior arrangements have been) who will take over ownership of the pet should the need arise.
- The name and contact details of 2 individuals who will be used as emergency contacts where a pet needs temporary care or re-homing. This will support the care of the pet in the event of urgent hospitalisation or a planned holiday. It is not the responsibility of staff to care for your pet in your absence.

Pet owners must also recognise and accept their responsibilities to fellow tenants for example the owner should:

- Clean up after their pet.
- Pay for any damage or injury caused by their pet.
- Control any aggressive or noisy behaviour; dogs must be on a leash when in communal areas.
- Endeavour to minimise the risk of other tenants/staff/visitors/contractors tripping over the animal or feeling uncomfortable because of the animal.
- Not leave food bowls or litter trays in communal areas.
- Ensure that any guests also follow these guidelines.

6.0 Unauthorised Pets

Following a report or complaint of an unauthorised pet in a PHL property we will:

- Arrange a visit to the alleged perpetrator to investigate the report/complaint.
- If after investigation, we feel that the pet's welfare is in question, or it is causing unnecessary nuisance to neighbours, we will provide information on who to contact.

- If the owner is not willing to fix the situation, then advice on rehoming agencies will be given. Assistance where appropriate will be available to help the owner rehome their pet.
- Send the tenant a letter confirming the situation and the likelihood of legal action if they do not comply. Legal action will include an injunction to keep the animal away from the property.

PHL will seek to enforce the Pets Policy in consultation with the relevant Local Authority for the area, Environmental Health and the Dog Warden Service where appropriate. Measures will be taken to assess and resolve each case.

Legal action will only be taken as a last resort if the tenant has not responded effectively to address the issues, or the nuisance is persistent. This may eventually include eviction where necessary.

7.0 Pets left behind following end of tenancy.

Any pets left behind by the tenant are regarded as 'property by law', in the same way as any other item left behind by the tenant. Arrangements will be made by staff to re-home/care for the pet and any costs associated attempts will be made to re-charge the tenant /advocate of any estate.

8.0 Associated Legislation and Regulations

Animal Welfare Act 2006
Dangerous Wild Animals Act 1976
Dangerous Dogs Act 1991
Anti-Social Behaviour, Crime and Policing Act 2014
The micro-chipping of dogs (England) Regulations 2015
Clean Neighbourhoods and Environments Act 2005
Dog Fouling of the Land Act 1996

9.0 Associated Policies

Anti-Social Behaviour and Hate Crime
Visitors Guide
Tenancy Management
Safeguarding

10.0 Useful contacts

RSPCA www.rspca.org.uk

Dogs Trust www.dogtrust.org.uk

The Cinamon Trust cinnamon.org.uk

11.0 **Review**

PHL will review and update this policy in accordance with its legal obligations and may amend, update or supplement it from time to time and at least every 3 years or earlier, if required by changes in legislation or technology underlying its document management system.

APPENDIX A - Application for a Pet

NAME

ADDRESS

CONTACT NUMBER

DETAILS OF PET YOU WISH TO KEEP /TYPE OF PET/BREED/AGE/MICROCHIP DETAILS

DETAILS OF VET (Address and Telephone Number)

DETAILS OF AGREED PERSONS WHO CAN BE CONTACTED TO CARE FOR MY PET IN THE EVENT OF AN EMERGENCY (ie HOSPITAL ADMISSION)

Emergency Contact	Emergency Contact
Name	Name
Address	Address
Contact Number	Contact Number

Formal Agreement to Keep a Pet

You are responsible for the behaviour of the pet, and it must be supervised, kept under control and not allowed to cause nuisance or annoyance to neighbours, visitors, staff or contractors. This includes fouling, noise and odours.

- Dogs must be kept on a lead in the common areas of the scheme and grounds and not permitted to be alone.
- You must ensure the pet does not cause any damage to your property, neighbours' property or surrounding areas.
- You are responsible for cleaning up any fouling.
- You agree to arrange care for your pet when you are away from home, for example holiday or hospital admission.

Tenant Agreement Statement

I confirm that I am in agreement to abiding by the conditions set out by the Association above in order that permission to keep my pet is granted. I/we understand that if the conditions are breached the Association will withdraw the permission granted and I/we will require to remove the pet within a period of two weeks.

I confirm that I have read the Care of Pet Form attached and agree to the terms of this.

Tenants Full Name	
Tenants Signature	
Staff Name Completing the Application	
Date	

APPENDIX B- Care of Pet

As a pet owner I agree to the following obligations as a responsible pet owner:

- I will ensure that my pet does not foul in any internal or external parts of the building and if this does occur, I will clean it up, remove and properly dispose of it immediately.
- I will ensure my pet is kept clean.
- I am responsible for washing any bedding or clothing for my pet and I will not wash any in the communal laundry facilities
- I will ensure that my pet is kept free of fleas, ticks, or any other infestation which could be a health risk to other residents, employees or visitors and may impact on the condition of the property
- I am liable for the costs of any cleaning which may subsequently be necessary due to any of the above.
- I will not leave my pet in my property unattended for any extended periods of time.
- In the event that I can no longer care for my pet I will make arrangements for re-homing.
- I will ensure that in the event of an emergency my pet is cared for.
- I will ensure that my pet is not a nuisance or threat to any other resident, employee, visitor or contractor and that any complaints of nuisance are addressed and prevented from re-occurring.
- If my pet displays threatening behaviour or nuisance, an Anti-Social Behaviour case may be opened, and I will comply with any actions that have been introduced to support safe keeping of a pet.

Tenants Full Name	
Tenants Signature	
Staff Name Completing the Application	
Date	