

FORTH HOUSING ASSOCIATION LIMITED

PETS POLICY

Governance: Tenant Services

Code: HM13

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Cross Reference: Allocations HM03

Guidance: Housing (Scotland) Act 2001

Forth's Scottish Secure Tenancy Agreement

Guidance on Pet Management for Housing Providers



HAPPY TO TRANSLATE

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FORTH HOUSING ASSOCIATION LIMITED

PETS POLICY

1.0 Policy Statement

- 1.1 The purpose of the Pets Policy is to provide guidance to staff and tenants on the type and breed of animals permitted within Forth Housing Association properties.
- 1.2 The Policy further specifies conditions required to be met in order to obtain permission to keep a pet within the Association's properties.
- 1.3 Tenants must comply with our guidelines and ensure their animals welfare. Failure to do so will result in enforcement action, which might include court action.
- 1.4 Tenants are responsible for the health and welfare of their pets. This requires proper day-to-day management and care of the pet.

2.0 Legislation

- 2.1 The following relevant legislation has been considered whilst developing the Pets Policy:
 - The Dangerous Wild Animals Act 1976
 - The Dangerous Dogs Act 1991
 - The Litter (Animal Droppings) Order 1991
 - The Control of Dogs Order 1992
 - The Dangerous Dogs (Amendment) Act 1997
 - Clean Neighbourhoods and Environment Act 2005
 - The Animal Health and Welfare (Scotland) Act 2006
 - The Microchipping of Dogs (Scotland) Regulations 2016

3.0 Animals Not Allowed

- 3.1 Any mammal, bird or invertebrate that requires a license under The Dangerous Wild Animals Act 1976, The Dangerous Dogs Act 1991 and subsequent amendments of these acts.
- 3.2 Any hybrid (a hybrid dog is not a breed, it is a mix of more than one purebred dog) of domestic dog and those identified in the Dangerous Wild Animals Act 1976 that requires licensing.

Further to this, Section 1 of the Dangerous Dogs Act 1991 prohibits four types of dog:

- the Pit Bull Terrier

- the Japanese Tosa
- the Dogo Argentino
- the Fila Brasileiro

It is a criminal offence for a dog owner to be in possession or custody of any of the listed dogs, unless a certificate of exemption is in force.

- 3.3 Any giant or huge dogs e.g. Irish Wolfhound
- 3.4 Any hybrid of domestic cat and those identified in the Dangerous Wild Animals Act 1976 that requires licensing.
- 3.5 Any type of farm animals e.g. chickens, goats, pigs.
- 3.6 Any type of bird of prey e.g. Kestrel, buzzard, owls.
- 3.7 Exotic pets such as reptiles e.g. snakes, lizards, terrapins, iguanas snails and spiders.
- 3.8 Primates including all species of Monkeys.
- 3.9 Any animal that requires external kennels, runs, and aviaries, with the exception of guide dogs.

4.0 Animals Allowed

4.1

- Dogs (refer to section 3.1, 3.2 and 3.3)
- Cats (refer to section 3.4)
- Birds
- Rabbits
- Guinea pigs
- Rats
- Hamsters
- Fish

4.2 The number of animals allowed to be kept in a Forth Housing Association property will be considered subject to the type and size of property in question

- a) In flats tenants will be permitted to keep
- 1 small/medium dog or 1 cat in a flat, regardless of the size of property. Visitors pets are not included but 'visiting pets' (pets which are looked after by the tenant on behalf of their owner, whilst at work) are included.

- In addition to 1 dog or 1 cat, 2 small animals e.g. bird, hamster, taking into consideration section 5.12 of Forth's Scottish Secure Tenancy Agreement.
- Hutches will not be permitted in communal gardens.
- 1 fish tank will be considered subject to the type and size of the property in question.

b) In houses tenants will be permitted to keep:

- 1 dog or 1 cat.
- In addition to 1 dog or 1 cat. 2 small animals e.g. bird, hamster, taking into consideration section 5.12 Forth's Scottish Secure Tenancy Agreement
- A maximum of 2 fish tanks will be considered subject to the type and size of the property in question.

4.3 Any tenant who exceeds the number of pets permitted which includes 'visiting pets' will have enforcement action taken against them

5.0 Conditions of Permission

5.1 Tenants are required to receive written consent from Forth Housing Association, prior to taking ownership of any animal. As part of the tenancy agreement, tenants agree to make good any damage caused to the property by their pets.

5.2 Tenants are required to complete an application form requesting permission to keep a pet. (Appendix 1)

5.3 Prior to permission being granted and prior to the tenant taking ownership of any animal, tenants are required to sign a Pet Ownership Agreement. (Appendix 2)

5.4 Tenants are required to comply with the conditions of the Litter (Animal Droppings) Order 1991, the Control of Dogs Order 1992, the Clean Neighbourhoods and Environment Act 2005, and the Animal Health and Welfare (Scotland) Act 2006.

5.5 Breeding of animals will not be permitted.

5.6 To comply with current legislation dogs must also wear a collar and tag.

5.7 Tenants are required to comply with the conditions of The Microchipping of Dogs (Scotland) Regulations 2016 which requires every keeper of a dog which is over the age of 8 weeks to ensure it is microchipped.

5.8 Cats must be neutered. No pet flaps will be permitted.

- 5.7 The control of pets and any visiting pets are the tenant's responsibility. If cats are allowed free access outside then the tenant must take steps to ensure that they do not cause a nuisance to your neighbour. Dogs must always be kept under control and on a lead when in public areas. Dogs must never be allowed outside the property on their own, this includes communal areas. Faeces must always be removed immediately.
- 5.8 No pet should be left in the property when the tenant is away for more than 24 hours. In general this will require the pet to be boarded elsewhere.

6.0 Complaints and Removal of Pets

- 6.1 Where the Association is in receipt of complaints regarding the keeping and or supervision of animals, the tenant may be required to rehome their pet if the complaints are consistent and justifiable.
- 6.2 Where the Association is in receipt of complaints, tenants will be given the opportunity to rectify the problem, prior to any decision being taken to rehome the animal concerned.
- 6.3 Where the animal, or the keeping of the animal, is causing a deterioration of the property, tenants will be required to take appropriate action to rectify the damage, and take appropriate steps to prevent further deterioration to the property e.g. pet behaviour classes at the tenant's expense.

7.0 Complaints Procedure

- 7.1 If you want to discuss any aspect of this policy or want to make any appeal for relaxation of this policy you should raise the matter with your Housing Officer. Finally please bear in mind that permission will be withdrawn if the pet is the cause of significant and justifiable complaints. The Association's decision in this respect will be final.
- 7.2 If you think that we have broken this Agreement or have failed to do anything we promised, you can complain to us under the complaints procedure which we will have made available to you.

8.0 Policy Monitoring, Review and Period

- 8.1 This policy will be reviewed at least every 3 years by the Management Committee and staff are responsible for ensuring that it meets legal and good practice requirements.

