

# **FORTH HOUSING ASSOCIATION LIMITED**

## **PETS POLICY**

Governance: Tenant Services

Code: HM13

Approval: October 2019

Review Date: October 2022

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.

5.9 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.

- 5.10 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.

**FORTH HOUSING ASSOCIATION LIMITED****APPLICATION TO KEEP A PET**

*One form per animal required to be completed.*

**NAME:** \_\_\_\_\_

**ADDRESS:** \_\_\_\_\_

\_\_\_\_\_

**TEL NO:** \_\_\_\_\_

*Please answer all questions and delete as appropriate*

**YOUR HOME**

Do you live in a flat or a house? FLAT / HOUSE

If you live in a flat, do you live in a close? YES / NO

If you live in a flat, is your flat on the ground floor? YES / NO

How many bedrooms does your property have? \_\_\_\_\_

**THE PET YOU WISH TO KEEP**

How many pets do you wish to keep overall? \_\_\_\_\_

What type of pet do you wish to keep? \_\_\_\_\_

What type of breed is the pet?

Is your pet microchipped if so, please provide a copy of the Microchip Document or Microchip number \_\_\_\_\_,

*In signing this agreement I/we understand that, in making this application, I/we do not have consent to keep a pet. I/we further agree not to take ownership of a pet until such time that I/we receive written permission from the Association.*

Signed \_\_\_\_\_ Date \_\_\_\_\_

Signed \_\_\_\_\_ Date \_\_\_\_\_

TO BE SIGNED BY JOINT TENANTS WHERE APPLICABLE

Appendix 2

**PET OWNERSHIP AGREEMENT**

*One form per animal required to be completed.*

**NAME:** \_\_\_\_\_

**ADDRESS:** \_\_\_\_\_

\_\_\_\_\_

**TEL NO:** \_\_\_\_\_

<b>TYPE OF ANIMAL</b>	
<b>BREED</b>	
<b>COLOUR</b>	
<b>AGE</b>	
<b>PETS NAME</b>	
<b>Microchip number-</b> (this is compulsory for dogs)	
<b>Confirmation of Microchip document attached.</b> <input type="checkbox"/>	

#### GENERAL

Permission will cease in the event that the animal dies or is rehomed. The animal must not be automatically replaced; permission must be sought from the Association prior to taking ownership of any new animal.

Breeding of animals is not permitted.

Animals must not be allowed to cause deterioration to the Association's property, internally or externally.

Kennels, runs and aviaries are not permitted, with the exception of guide dogs. Hutches are not permitted in communal gardens.

Animals must not be tied up, or left unattended for long periods of time in gardens. Animals must not be left unattended at any time in communal garden areas.

Small animals and fish must be kept in suitable environments.

The tenant is responsible for the health and welfare of the animal and must be familiarised with, and comply with the following legislation:

- The Litter (Animal Droppings) Order 1991
- The Control of Dogs Order 1992
- Clean Neighbourhoods and Environment Act 2005
- The Animal Health and Welfare (Scotland) Act 2006
- The Microchipping of Dogs (Scotland) Regulations 2016

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.

**DOGS:**

Permission to keep a dog is on the condition that the dog wears a collar and ID tag with the name and address of the owner on it.

Permission to keep a dog is on the condition that the dog must be properly supervised and kept on a leash whilst outwith the tenants home.

It is an offence to allow a dog to foul without cleaning up the faeces, immediately afterwards.

Permission to keep a dog is on the condition that, where the dog does foul the tenant must remove the faeces immediately and dispose of them in the appropriate manner.

In line with The Microchipping of Dogs (Scotland) regulations 2016 all dogs which are over the age of 8 weeks must be microchipped and information provided must be kept up to date

**CATS:**

Permission to keep a cat is on the condition that the cat is neutered.

The cat must be litter trained. Where a cat does foul in neighbouring gardens or in communal areas the tenant will be required to immediately remove and dispose faece in the appropriate manner.

**COMPLAINTS:**

If the Association is in receipt of complaints, I/we understand that we may be required to take appropriate action e.g. animal behaviour classes.

Where the Association is in receipt of complaints regarding the keeping and supervision of animals, the tenant may be required to rehome their pet if the complaints are consistent and justifiable.

Tenants will be given the opportunity to rectify the problem; prior to the Association making any decision to have the animal rehomed.

***In signing this agreement I/we hereby confirm that I/we have read and fully understand the terms and conditions of the Association's Pets Policy and Pet Ownership Agreement, all of which will be strictly adhered to.***

Tenant \_\_\_\_\_ Date \_\_\_\_\_

Joint Tenant \_\_\_\_\_ Date \_\_\_\_\_