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| |  |  | | --- | --- | | **Pet Policy** |  | | Department: Neighbourhood Management |  | | Author: **Nuvin Ramiah**, Neighbourhood Team Manager | | | Date Issued: 4th January 2021 | Date Last Updated: 16th June 2021    Date of next review: 16th June 2023 | | Version: 0.3 |  | | Approved by: | Date approved: | |

# Version Control

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|  |  | |  | | |  |  |
| Item | Reason for Change | | Officer/Manager | | | Version | Date |
| 1 | First draft | | Stacey Walkes | | | 0.1 | 09/03/16 |
| 2 | GDPR Update | | Amy Womack | | | 0.2 | 24/08/2018 |
| 3 | | 2nd draft | | Nuvin Ramiah | 0.3 | | 04/01/2021 |

# Related Documents

* Antisocial Behaviour Policy
* Tenancy Management Policy
* Estate Management Policy
* Tenancy Agreement

# Legislative and Regulatory Framework

The Animal Welfare Act 2006 has a code of practice to protect the welfare of animals. We encourage our residents to be responsible pet owners and protect the well being of their pets.

The Dangerous Wild Animals Act 1976 ensures that individuals who keep wild animals do so in a way that minimises the risk to the public. The act states that no person may keep any dangerous wild animal except under the authority of a licence granted by the Local Authority. The local authority that holds the licence may enter the premises where the animal is being kept at all reasonable times to determine whether an offence has been committed in violation of the act.

The Dangerous Dogs Act 1991 (as amended 1997) was introduced in response to serious injury and death from Dog attacks. The Act makes it illegal to keep or breed a banned Dog, the Police or Local Authority Dog Warden can take away and keep any banned Dogs.

The Courts can grant Dog owners an exemption to keep a banned Dog if they believe the Dog will not cause harm to others. The Dog is listed under the IED (Index of Exempt Dogs) and the owner must ensure the Dog is [muzzled](https://en.wikipedia.org/wiki/Muzzle_(device)) and kept on a lead in public, be registered and insured, neutered, tattooed and receive microchip implants.

**Appendices**

* Pet Permission Form

# Introduction

1.1 Origin Housing acknowledge the importance of pets in the lives of some residents. We recognise that owning pets can be truly life enhancing and bring a great deal of pleasure and enjoyment to residents. We also recognise that in the case of vulnerable residents, owning a pet can have a positive impact on their health and well-being and improve their ability to live independently.

1.2 We will support residents in being responsible pet owners and therefore will not impose unnecessary restrictions on pet ownership. Equally, we recognise that pets that are not suitable for the particular home and/or not looked after or controlled properly may cause nuisance and disturbance, or pose a risk to neighbours. This policy seeks to address this delicate balance.

1. **Scope of the Policy**

This policy applies to all Origin Housing residents.

1. **Policy Statement**

This policy sets out Origin’s approach to managing pert ownership within our properties and the standards we expect of pet owners.

This policy covers all households living in properties owned or managed by Origin Housing including general needs, market rent, intermediate market rent, keyworker housing, leasehold and shared ownership.

There are some of Origin’s estates that have a commercial managing agent in place. If the estate you live on does have one, then please contact your Neighbourhood Manager so they can request permission on your behalf.

Assistance and guide dogs will automatically be permitted without the need for official consent.

# Definitions

4.1 ‘Animal hoarding’ involves keeping a higher than usual number of animals as pets without having the ability to properly house or care for them.

4.2 ‘Noise nuisance’ is ‘an unreasonable and significant emission of noise that causes significant and unreasonable interference with the use and enjoyment of your premises’.

4.3 We consider pet ‘nuisance’ to include (but is not limited to) the following activities:

* Fouling in communal areas
* Excessive noise due to volume, duration or time of day
* Attacks on people or other animals
* Causing a person to believe they could be injured due to an out of control pet
* Failing to keep a pet controlled in the communal areas eg ensuring dogs are kept on a lead

# Origin’s Policy

5.1 Where residents do have pets without permission there will be implied permission, unless Origin receives complaints that the pet is causing a nuisance. In this event Origin will contact the owner, investigate and decide on the outcome. Outcomes could include:

* Asking you to rehome your pet
* Asking you to obtain a more appropriate pet for the size and nature of your property
* Referral to another agency eg the local authority, police or animal protection body
* Legal proceedings
* No further action

5.2 Households in most properties have implied permission to keep the following pets:

* Up to one dog (proportionately sized to match property size)
* Two cats
* A reasonable number of small mammals and/or caged animals or birds

5.3 Assistance dogs, including guide dogs, are permitted in all circumstances. The owner of the assistance dog is responsible for ensuring that their dog is properly trained.

5.4 Households must seek our permission to keep any additional pets above those generally permitted. We will make a decision for any requests on a case by case basis according to the circumstances of the household and nature of the property. This includes households who are moving into an Origin Housing property via transfer, decant or mutual exchange.

5.5 Residents living in retirement housing, shared accommodation, key worker accommodation and an estate where there is a managing agent must always ask for permission from their relevant Neighbourhood/ Retirement Housing Manager prior to obtaining a pet.

5.6 Some Origin estates are “Dog or Pet Free” and permission to keep any dog or pet, with the exception of registered assistance dogs, may be refused on these estates. Further details of Dog or Pet Free Estates can be found in the estate regulations attached to your Tenancy Agreement.

5.7 In mixed tenure blocks, the terms of the Head Lease will take precedence over the tenancy agreement/ sub lease.

5.8 Under no circumstances are households permitted to keep the following as pets:

* Animals listed under the Dangerous Wild Animals Act 1976
  + Large mammals
  + Primates
  + Carnivores
  + Larger or venomous reptiles
  + Dangerous spiders
  + Scorpions
* Any endangered species
* Any hybrid between a domestic and a wild animal
* Bees
* Dogs listed under the Dangerous Dogs Act 1991
  + Pit Bull Terrier
  + Japanese Tosa
  + Dogo Argentino
  + Fila Braziliero

5.9 We reserve the right to withdraw consent to keep a pet where the pet has caused nuisance or we believe the owner to be showing signs of animal cruelty or neglect.

5.10 Origin will comply with the estate regulations of managing agents on our mixed tenure schemes which generally affect our Leaseholders, Shared Owners, Market Rent and Intermediate Market Rent Households, but may also affect general needs households.

5.11 Households that form part of shared housing will need to request permission for pets. They will be treated on a case by case basis.

1. **Pet owners’ responsibilities**

6.1 We expect all pet owners to behave responsibly by upholding the following standards:

* All pets must be kept under proper control and not cause a nuisance to other households. This includes dogs being kept on a lead in communal areas, not entering play areas and being under control when Origin employees or contractors attend a property.
* No fouling in communal areas. Where fouling has occurred, the responsible owners must clean up immediately.
* Owners must actively seek to prevent unpleasant odours being emitted from their property due to their pet(s).
* Animals must not damage any Origin property, including communal parts of the building and neighbouring properties. Owners may be recharged for any repairs which are needed as a result of such damage.
* Animals must not be kept for the purposes of breeding or sale.
* Owners must not keep an excessive number of animals in their property.
* Owners must have suitable arrangements in place for looking after their pet during prolonged periods of absence.
* Cat or dog flaps must not be installed without our prior consent as these can compromise the fire safety of a property.
* Dead pets must be buried or disposed of in a responsible and safe manner.

6.2 Households are expected to uphold the same standards for any animals accompanying visitors.

1. **Pets in Retirement Housing**

7.1 Customers in retirement housing must seek approval to keep any pet from the Retirement Housing Manager. Permission will be restricted to one pet per customer, unless there are exceptional circumstances for incoming customers.

7.2 Decisions will be made on a case-by-case basis according to factors such as:

* the resident’s capacity to care for the pet;
* the nature of arrangements for taking care of the pet in the event of a change of

circumstance, such as hospital stay, move to other accommodation or a decline

in health or wellbeing; and

* any potential impact the animal may have on other customers or the

environment within the scheme

* the nature of the property such as size and layout and the household’s circumstances

7.3 If the customer is dissatisfied with the outcome, they should make an appeal to the relevant Head of Housing Services for Care and Support.

7.4 Pet related issues will be monitored locally and enforcement may be used to handle persistent or serious incidents.

1. **Handling of pet related issues**

8.1 We will work with residents to address pet-related issues or any circumstances affecting the pet owner which have led to such issues. This may include referrals to specialist animal welfare organisations for information, advice and guidance.

8.2 Where a pet owner fails to engage with such efforts, or if the level of nuisance, cruelty or neglect is significant, we will take more serious action. This may include making a referral to the local authority and/or police, demanding the rehoming of the animal, or in some cases seeking legal remedies such as an injunction or possession proceedings.

8.3 Where a decision has been made to rehome an animal, we will allow this to take place within a reasonable timeframe.

8.4 We will report any complaint of animal cruelty to the RSPCA and will report any stray animals to the relevant local authority animal warden.

# Equality and Diversity

9.1 Origin respects the differences of our individual residents, ensuring that all people that come into contact with us have access to the same high standards of behaviour and service.

9.2 Requests for pet ownership can be made in a variety of ways to suit the resident. This can be via [enquiries@originhousing.org.uk](mailto:enquiries@originhousing.org.uk), or by contacting us on 0300 323 0325 to log your enquiry with the Neighbourhood/ Retirement Housing Manager. Residents can also contact us on WhatsApp [here](https://api.whatsapp.com/send/?phone=%2B447723451924&text&app_absent=0) or <https://www.originhousing.org.uk/contact>

9.3 This Policy, which outlines the key aspects of this policy and procedure, can be translated or provided in alternative formats such as Braille, pictorial, large print, audio, Easy Read upon request. Guidance on how quickly the alternative format will be provided will be given at the time of request. Origin’s Communications Policy must be adhered to Communication and service delivery will be tailored to individual needs.

9.3 This policy allows all residents to be able to take up pet ownership if the rules set out in this policy are met and thus ensures that residents with protected characteristics will be treated fairly.

# Resident Involvement

This Policy was sent to our resident scrutiny panel for consultation. Residents were mainly in favour of the Policy and comments from those not in favour have been taken on board to account for some minor changes. The feedback was very useful in making sure that this Policy was fair.

# Value for money

Implementing and adhering to this policy will help prevent pet nuisance to residents, reducing incidents of pet fouling, barking noise nuisance and harm from pets. This will reduce the impact on time and resources used when dealing with nuisance pets and reduce the costs of legal enforcement action.

# Monitoring

Neighbourhood performance measures will be used to measure the effectiveness of this policy: the number of pet related nuisance incidents and customer satisfaction with case outcome and handling.

# Communication of Policy

This Policy will be published on our internet and external website. The Pets Leaflet is included in our new tenancy sign up pack and available for residents upon request.

# Data Protection

This policy is fully compliant with the General Data Protection Regulation that came into force on 25th of May 2018.

1. **Review**

This policy will be reviewed every two years or if there is a significant change in legislation or best practice.

Appendix 1

# Permission to keep a pet form

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| Residents Name |  | | | |
| Address |  | | | |
| Property Type (House/Flat) |  | Private Garden Area: (Yes/No) | |  |
| Does Permission breach a Head Lease or Estate Regulations such as Pet Free Estates |  | Detail any medical requirements for a Pet | |  |
| Type of Pet (Dog/Cat/Other – details) |  | How many will be kept in the property | |  |
| Breed of Pet |  | | | |
| Neighbourhood/ Retirement Housing Manager |  | | Date Permission Granted | |
|  | |
| Rules & Regulations    Residents must ensure:     * The pet does not cause any nuisance by making noise consistently at any hour of the day or night if e.g it’s left alone for most of the day. * The pet is kept under control at all times i.e. the pet should not be allowed on communal areas unsupervised or without restraint/ harness. * All pet bodily waste caused by the pet on the estate or communal areas e.g. urine and faeces are all cleaned up. * The pet does not cause any damage to the property and you agree to pay for any damages caused. * The Pet does not cause any harm or show aggressive behaviour to others.   Residents in Retirement Housing only:   * If the pet can no longer be cared for by the resident, then the care of the pet will transferred to:   Name:  Relationship:  Address:  Contact Number: | | | | |
| Declaration  I have read the Rules and Regulations above regarding keeping a pet and I agree to abide by them. I understand that breach of these rules and regulations will result in permission being revoked and l will be required to remove the pet from my home. | | | | |
| Signed by Neighbourhood/ Retirement Housing Manager: | | | | |
| Signed by Resident: | | | | |