

FORTH HOUSING ASSOCIATION LIMITED

PETS POLICY

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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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PETS POLICY

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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 Pet ownership is a privilege, not a right, and 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

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 hybrid of domestic cat and those identified in the Dangerous Wild Animals Act 1976 that requires licensing.
- 3.4 Any type of farm animals e.g. chickens, goats, pigs.
- 3.5 Any type of bird of prey e.g. Kestrel, buzzard, owls.
- 3.6 Exotic pets such as reptiles e.g. snakes, lizards, terrapins, iguanas snails and spiders.
- 3.7 Primates including all species of Monkeys.
- 3.8 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 and 3.2)
- Cats (refer to section 3.3)
- Birds
- Rabbits
- Guinea pigs
- Rats
- Hamsters
- Fish
- Certain Reptiles

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. Consideration will be taken in respect of the property size and the dog breeds size/weight e.g. a Rottweiler, Alsatian, or Saint Bernard is classed as a large dog breed. 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.
- 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.
- 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' may 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. Cats must be neutered to prevent breeding.

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. 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.

7.0 Policy Availability

7.1 Additional copies of this Pets Policy are available on request, and free of charge, from the Association's office. A summary of the Pets Policy can be made available in a number of other languages, and on tape, if required.

8.0 Data Protection

8.1 When implementing the policies and procedures of Forth Housing Association all staff and committee members must adhere to, and be aware of, the requirements of the Association's approved Confidentiality Policy and the Data Protection Act 1998. In situations where there may be any doubt about the requirements of the Data Protection Act 1998, it is recommended that the Association seeks the views of its legal advisors.

9.0 Equal Opportunities

9.1 Forth Housing Association believes that certain sectors of the population are disadvantaged by individual and group values, as well as by organisational structures. Forth Housing Association seeks to avoid all such forms of discrimination by ensuring that there will be no discrimination on the grounds of race, colour, nationality (including citizenship), ethnic or national origins, religion, social background, disability, marital status, responsibility for children or dependants, gender, age or sexual orientation.

10.0 Appeals Procedure

10.1 Any appeal on a decision where consent had been refused should be made initially to the Housing Manager. Where the Housing Manager upholds the original decision, the tenant can pursue any further grievance through the Association's Complaints Procedure. This does not prejudice the tenant's right to raise a Court Action under Schedule 5 Part 2 of the Housing (Scotland) Act 2001.

11.0 Policy Review and Period

11.1 This Policy/Procedure will be reviewed no later than three years from the date of approval.

11.2 Consideration will be given to any changes in legislation, good practice or operational changes which may affect the content.

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? _____

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

PET OWNERSHIP AGREEMENT

One form per animal required to be completed.

NAME: _____

ADDRESS: _____

TEL NO: _____

TYPE ANIMAL	OF	
BREED		
COLOUR		
AGE		
PETS NAME		

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

No pet should be left in the property when the tenant is away. 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 in the appropriate manner.

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 the faeces and dispose of 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 _____