

Pet Policy

2018 - 2021

Document Control

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| Author | Business Manager Neighbourhoods & Income, Neighbourhood & Tenancy Sustainability Manager |
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| Version | Date | Author(s) | Notes on Revisions |
|---------|----------|--|--|
| 1 | N/a | N/a | N/a |
| 2 | Jan 14 | Area Manager | Conversion of existing policy into current template and track future revisions from this point forward |
| 3 | May 14 | Senior Housing officer | Relevant legislation updated and amendment to text made as well. |
| 4 | April 16 | Housing Manager & Business Manager Neighbourhoods & Income | Minor revisions to reflect current operational practices. |
| 5 | April 18 | Business Manager Neighbourhoods & Income, Neighbourhood & Tenancy Sustainability Manager | Updated job titles for responsible officers. Amended review frequency. Added section on related policies. Vulnerable Customers Statement included within the policy. |

1 Introduction

- 1.1 This policy details KHT's approach to managing issues raised by the keeping of pets in tenants' homes.

2 Vulnerable Customers Statement

First Ark is committed to developing an equal and diverse culture where people are valued and respected from all sections of society. First Ark therefore opposes any form of discrimination in service delivery and employment practice. We aim to treat all customers fairly and we will look to tailor our policies, processes, products and services to meet the needs of all of our customers.

"Vulnerable Person" means: (a) a Child or Children; or. (b) an individual aged 18 years and above who is or may be unable to take care of themselves, or is unable to protect themselves against harm or exploitation by reason of age, illness, trauma or disability, or any other reason.

Where we identify (or a customer advises us of) a vulnerability we will look to make reasonable adjustments to our services accordingly to meet the needs of those individuals. This may include altering the way we communicate with a customer to adjusting the service that we offer to that person. Each case will be judged on its individual merits to avoid a one size fits all approach. We will monitor our services regularly to ensure we are meeting all of our customers' needs and to make any adjustments required to improve and enhance the service we deliver.

3 Policy Statement

- 3.1 KHT accepts that pets offer significant benefits to their owners and considers that, properly managed pets contribute positively to tenants' lives and communities in general.
- 3.2 KHT accepts that in the vast majority of cases, tenants who keep pets do so responsibly and in a manner that does not adversely affect their neighbours, their community, or people who have reason to visit them or the pet itself.
- 3.3 However, KHT must act to prevent and deal with situations where problematic issues relating to pets adversely affect the safety or quality of life of neighbours, the wider community or other people who have reason to visit them.
- 3.4 KHT will also ensure that it acts where it feels pets are subject to inappropriate or irresponsible pet ownership where the pet is adversely affected.

4 Scope of the Policy

- 4.1 This policy covers the following issues:
- What pets can be kept and in what circumstances.
 - Actions that KHT will take where pets are kept inappropriately or cause nuisance to neighbours.
 - Information KHT give to tenants about responsible pet ownership.

This Policy does not normally apply to Assistance Dogs". [except where such a dog causes nuisance or present a danger to other people].

In what circumstances can a pet be kept?

4.2.1 The Tenancy Agreement

KHT's Tenancy Agreement outlines the basic rules regarding the keeping of animals in our Properties. They are as follows (Section 3.14 – 3.17).

- Not to keep a dog at your Home if you live in a multi-storey block of flats unless:
 - the dog is registered as a guide dog for a blind person or a hearing dog for the deaf; or
 - you get written permission from the Trust.
- To get written permission from the Trust before allowing any animal, other than one cat, caged bird, or dog to stay at your Home.
- To keep any animals staying in your Home under control at all times. The Trust will not unreasonably refuse permission for you to have an animal staying in your Home but may withdraw permission or require you to remove an animal permanently from your Home if it causes a nuisance to other people in the locality or causes damage. [This will include assistance dogs if either nuisance or threat of harm is caused].
- If you keep an animal without permission or after permission has been withdrawn, you will be in breach of this Agreement.
- KHT accepts that, over the course of time, there may be people who have become owners of pets above the level allowed under the tenancy agreement as stated above. In these cases, KHT will take a compassionate view and may at its absolute discretion waive the above condition except where the keeping of a pet(s) is adversely affecting others or its behaviour is detrimental to the community, the block or KHT staff.
- Some Sheltered and Extra Care Schemes have their own specific pets policies, where these exist, they will sit alongside this policy, but will take precedence should there be a conflict between the two policies
- Leaseholders. You may only keep a pet in the flat with written permission, the trust are able to withdraw this permission at any time should it be felt necessary and proportionate.

4.2.2 Applicants for Housing

KHT requires all applicants for housing to declare on their application form if they intend to keep a pet. This will not prejudice their application unless they plan to keep a pet for which permission will not be granted. In such cases offers of accommodation can only be made once the matter is resolved.

5 **What Pets can be kept?**

5.1 Tenants should ensure that, where required (see 3.2.1) they have permission from KHT to keep any pet in their home.

5.2 Permission will normally be granted for small domestic animals and birds. There may be a reasonable limit on numbers of animals according to the size, type and location of the tenant's home. Each case will be judged on its individual merits based on these factors.

5.3 Permission will not be granted for the following:

- If the animal is not a common household pet [This means one domestic cat, dog or caged bird]
- If KHT become aware that the applicant has been previously charged or convicted of animal cruelty
- Dogs listed on the Dangerous Dogs Act 1991 and any animal listed in the Dangerous Wild Animals Act 1976 may not be kept

5.4 New applications will usually be exempt from the previous owner discretionary dispensation.

6 **Tenant's Responsibilities**

6.1 Regardless of who owns the pet within a household, the tenant is responsible for ensuring that any pet residing within the tenancy does not breach the Tenancy Agreement and/or the provisions of this policy.

6.2 The list of issues below gives an indication of the type of situations that may result in action being taken against the tenant in relation to pets. This list is not exhaustive and there are many other potential situations where the keeping of pets could cause concerns and may be acted upon by KHT;

- Where a pet is not being cared for in accordance with the law or where the duty of care that pet owners have towards their pets is not being maintained
- Where a pet creates noise that is causing nuisance to neighbours
- Where pets are left unsupervised in communal areas of buildings or the wider community
- Where pets are not exercised on a lead
- Where pets (such as "Status Dogs") contribute to ASB or the perception of ASB in an area
- Where a pet fouls any area and it is not cleared up immediately by the owner (Please see below)
- Where a pet causes nuisance or danger to neighbours, visitors or people who visit tenant's homes to carry out their work

- Where pets cause damage to the tenant's home - Tenants will be charged for the cost of repairing such damage
- Where a business such as breeding animals for sale is being run or where animals are being kept for illegal purposes
- Where "over-population" of animals within a household causes problems
- Where other issues such as unpleasant odours or aggressive animal behaviour are affecting other people

6.3 Dog fouling in communal and public areas will not be tolerated. KHT will work closely with partner agencies such as Dog Warden Service (KMBC), RSPCA and The Dogs Trust and will enforce any breach of the Tenancy Agreement where this is a persistent problem.

6.4 KHT will work closely with its partners to educate its staff and tenants and also promoting the wider community the tenants responsibilities, consequences and dangers surrounding Dog Fouling.

7 KHT's Responsibilities

7.1 KHT has an overall duty to its tenants so that they are able to enjoy living in their home without being affected adversely by pets belonging to other tenants or members of the community.

7.2 KHT also has an obligation to ensure that pets kept in tenants' homes are cared for appropriately and that animals are kept in circumstances that keep them free from distress, cruelty, criminal use or anti-social behaviour.

7.3 When a resident seeks permission to keep a pet they will receive a response in writing either allowing or denying permission. If approved, the letter will detail what is expected of the resident and will also contain a copy of this Pets Policy and other information to assist with responsible pet ownership.

8 What action will KHT take where pets become a problem?

8.1 In the majority of cases KHT will aim to resolve the situation informally and by agreement. However in some instances where this is not possible the following actions will be considered, it should be noted this is not an exhaustive list:

- Withdrawing permission to keep an animal meaning the terms of the Tenancy Agreement may be breached unless the animal is removed
- Restricting the number of animals
- Making responsible pet ownership part of an Acceptable Behaviour Contract
- Involving statutory and other organisations such as the Police, the Local Authority or the RSPCA
- Applying for an injunction to control behaviour or force action

8.2 In extreme cases regarding problematic pet issues, possession proceedings may be taken against tenants where there is a breach of tenancy terms and conditions that may result in them losing their home.

8.3 Where appropriate, KHT will contact other relevant agencies to report and/or request support and advice in dealing with pet related matters. This may result in action being taken by the relevant agency in relation to animal welfare legislation and/or where other laws have been broken.

9 Equality and Diversity Implications

9.1 Many people, especially people who are older and/or live alone, value pets highly and the contribution they make to their quality of life. This policy aims to support that ethos whilst ensuring that other people can live in harmony alongside pet owners.

9.2 This policy does not normally apply to "Assistance Dogs". [except in circumstances where the animal causes nuisance or presents a danger to other persons when KHT will take legal action as appropriate].

9.3 KHT recognises that it operates in a community within which there is wide social diversity, and is committed to ensuring that the benefits of pet ownership can be secured and managed within our communities.

10 Responsibility

10.1 It will be the responsibility of the Group Director of Housing Management to ensure that this policy is applied effectively and that appropriate staff are trained in its implementation.

11 Consultation

11.1 This policy has been fully consulted on with tenants and is available on the KHT website.

12 Monitoring and Review

12.1 KHT will review this policy periodically to ensure statutory requirements are adhered to and tenants are treated fairly and equitably.

12.2 The policy will also be reviewed to ensure it takes account of legislation changes, performance monitoring and development of best practice.

13 Associated Documents

- Tenancy Agreements
- Neighbourhood Management Policy
- ASB Policy
- Allocations Policy
- Equality & Diversity Policy