

**Pet Ownership Policy**

|  |  |  |
| --- | --- | --- |
| **Linked strategies** | | Live Happy  Live Proud |
| **Version** | | 1.0 |
| **Date approved by** | | EMT (February 2022) |
| **Policy level** | | 3 |
| **Date effective** | | February 2022 |
| **Date of next review** | | February 2025 |
| **Policy Owner** | | Head of Housing and Neighbourhoods |
| **1** | | **Policy Statement** | | |
|  | |  | | |
| 1.1 | | We recognise that owning a pet brings many benefits, such as companionship, increased exercise, opportunities for socialising and improved health and well-being. | | |
|  | |  | | |
| 1.2 | | Our existing tenancy and lease agreements contain conditions for owning pets, and this policy sets out to maximise opportunities for customers to own a pet, without it affecting their rights and obligations | | |
|  | |  | | |
| 1.3 | | We recognise that the vast majority of pet owners are responsible and seek to ensure their pets do not cause unnecessary nuisance or annoyance to others. However, where this is not the case, this policy will set out our approach to tackling situations where pet ownership causes nuisance to others, damage to property or welfare concerns for the animal. | | |
|  | |  | | |
| **2** | | **Scope** | | |
|  | |  | | |
| 2.1 | | This policy applies to customers living in general needs, independent living, shared ownership, rent plus, market rent, and rent to buy properties. It also applies to leaseholders who have purchased their home through either the right to buy, or right to acquire programme. | | |
|  | |  | | |
| 2.2 | | This policy will cover the following   * Deliver a consistent approach to owning pets, regardless of accommodation or tenure type * Provide a fair-minded approach to the process of applying for a pet, which balances the individual benefits against the expectations of the wider community * Provide clarity on which sorts of animals we will and will not allow in our homes, thereby managing customer expectations * Provide detail on how we will manage instances where pets cause damage or nuisance | | |
|  | |  | | |
|  | |  | | |
|  | |  | | |
|  | |  | | |
| **3** | | **Definitions** | | |
|  | |  | | |
| 3.1 | | **Pet -** a domestic pet whose purpose is companionship, and which is defined as: a dog (excluding those prohibited by the Dangerous Dogs Act 1991, or any other law), cat, bird, fish, small, caged rodent, small non-poisonous caged reptile, non-poisonous contained insect, or amphibian | | |
|  | |  | | |
| 3.2 | | **Exotic Pet** - a non-domestic pet that is not native to the country where it is kept in captivity. | | |
|  | |  | | |
| 3.3 | | **Livestock -**cattle, sheep, horses, goats, and other domestic animals ordinarily raised or used on a farm | | |
|  | |  | | |
| 3.4 | | **Poultry -** birds, such as chickens, turkeys, ducks and geese that are bred for their eggs and meat | | |
|  | |  | | |
| **4** | | **The Tenancy / Lease Agreement** | | |
|  | |  | | |
| 4.1 | | Pet ownership is covered in Greatwell Homes’ tenancy and lease agreements. These agreements cover the circumstances where we will and will not allow pet ownership in our homes, and across all tenure and property types. | | |
|  | |  | | |
| 4.2 | | Under the terms of this policy, customers who apply to Greatwell Homes for a pet, and manage their pet in line with agreed criteria, will not have permission withheld, unless certain conditions apply (please refer to section 6) | | |
|  | |  | | |
| 4.3 | | When applying for a pet, customers must sign an addendum to their current tenancy or lease agreement which sets out the conditions associated with pet ownership. Once approved, this signed addendum will supersede any restrictions outlined in the customers current tenancy or lease agreement with us | | |
|  | |  | | |
| 5 | | Applying for a Pet | | |
|  | |  | | |
| 5.1 | | All customers who wish to own a pet must apply to Greatwell Homes first for written permission. Customers must sign the application form which will contain an addendum to the tenancy agreement which sets out their new responsibilities under this policy. | | |
|  | |  | | |
| 5.2 | | Upon receipt of the application form and signed declaration, we will consider the request and provide written confirmation. Permission is not given until we have sent written approval to the customer. | | |
|  | |  | | |
| 5.3 | | We may exercise our discretion when considering applications for the following pets   * Poultry * Micro Pigs * Bees / Beehives   Before considering applications for the above, we will consider the welfare of the animal, and the potential impact on neighbours. | | |
|  | |  | | |
| 5.4 | | We will not give permission for pets purchased for the purposes of commercial breeding, nor will we give permission for customers to board animals on behalf of others.  We will not give permission for pets that would be kept or tethered outside on communal areas | | |
|  | |  | | |
| 5.5 | | Customers will be required to apply for retrospective permission where we become aware of unauthorised ownership. Any application for retrospective permission does not guarantee approval, however. | | |
|  | |  | | |
| 6 | | Exclusions | | |
|  | |  | | |
| 6.1 | | Greatwell Homes will not give permission for any of the following animals to reside in customers’ homes:  • Any breed of dog banned under the Dangerous Dogs Act (1991)  • An animal that would require a licence under the Dangerous Wild Animals Act (1976)  • Birds of prey  • Cattle, Horses, Goats, Sheep, or other livestock | | |
|  | |  | | |
| 6.2 | | Greatwell Homes reserves the right to refuse or revoke permission for a pet where we believe that ownership is likely to cause nuisance to other residents. | | |
|  | |  | | |
| 6.3 | | We will not withhold permission for a guide dog or welfare assistance animal. | | |
|  | |  | | |
| 7 | | Responsible Pet Ownership | | |
|  | |  | | |
| 7.1 | | Customers are responsible for the behaviour of their own pets, and for the behaviour of any visiting pets to their home in line with their tenancy or lease agreement with us. | | |
|  | |  | | |
| 7.2 | | Where permission to keep a pet is granted, customers must ensure they are responsible in their pet ownership and will be issued with terms under which the permission is granted, which will include:  • that animals do not foul in communal areas  • gardens are kept clean, and fouling is cleared up and disposed of hygienically  • animals do not roam or stray in public spaces  • animals do not cause a noise or odour nuisance  • that their homes are kept free from animal mess, fleas and vermin  • animals are kept under control and do not interfere with activities of our staff or contractors.  • animals do not cause annoyance, nuisance, or disturbance to neighbours  • animals do not cause damage to their property.  • animals are not maltreated or neglected. | | |
|  | |  | | |
| 7.3 | | Greatwell Homes aims not to place a limit on the types or numbers of pets a customer may have. | | |
|  | |  | | |
| 8 | | Nuisance and Anti-Social Behaviour | | |
|  | |  | | |
| 8.1 | | Reports of nuisance or anti-social behaviour caused by pets will be managed in line with Greatwell Homes’ policy and procedure. | | |
|  | |  | | |
| 8.2 | | Our ASB policy states that we  ‘…expect our customers to be responsible pet owners, and clear up after their pets and prevent them from being a nuisance to others’ | | |
|  | |  | | |
| 8.3 | | Where complaints are received, we will work with customers to try and resolve issues amicably between themselves.  Where a resolution cannot be found, or if we believe a pet owner is not engaging or using their best efforts to resolve the issue, we may withdraw permission to keep their pet. | | |
|  | |  | | |
| 8.4 | | Where permission is withdrawn customers will be notified in writing and a reasonable timeframe agreed to allow for rehoming. Where this is not adhered to, we may consider legal action to ensure compliance. | | |
|  | |  | | |
| 8.5 | | Where complaints involve the mistreatment or neglect of pets Greatwell Homes may contact the Police or RSPCA | | |
|  | |  | | |
| 8.6 | | We may withdraw permission to keep a pet upon recommendation from other agencies (such as the Police, Local Authority or RSPCA) | | |
|  | |  | | |
| 8.7 | | Where pets have been proven to damage Greatwell Homes’ property, or urinate or defecate in communal areas or gardens, we expect owners to clean and / or rectify any damage. We reserve the right to undertake works to clean or repair property or communal areas or gardens and recharge the customer. | | |
|  | |  | | |
| **9** | | **Implications for customers and staff** | | |
|  | |  | | |
| 9.1 | | PIA screening questions have identified that a full PIA is not required for this policy | | |
|  | |  | | |
| 9.2 | | An EIA has been completed and a copy is available upon request. | | |
|  | |  | | |
| **10** | | **Performance Management** | | |
|  | |  | | |
| 10.1 | | There are no specific KPI’s or OPI’s that relate to the application of this policy. However, we will survey complainants of ASB to gauge how effective we have been in managing cases their case (which may include cases of animal nuisance) | | |
|  | |  | | |
| **11** | | **Responsibility and Decision Making** | | |
|  | |  | | |
| 11.1 | | The table below illustrates the structure for responsibility and decision making in relation to this policy   |  |  | | --- | --- | | **Person Responsible** | **Scope** | | Head of Housing and Neighbourhoods | * Responsible for updating this policy in line with legislative changes, and in line with the policy tracker. | | Housing and Income Services Manager | * Overall responsibility for ensuring that all activities are undertaken, and all performance measurements are met | | Housing Team Leader | * Responsible for the day-today application and adherence to this policy * Responsible for providing advice and guidance to officers on matters of discretion. | | Community Safety Officer | * Responsible for enforcing the tenancy agreement through the courts where informal resolution is not successful. | | Neighbourhood Housing Officer | * Responsible for decision making where discretion allows * Responsible for managing matters associated with nuisance and ASB in our homes relating to pet ownership | | Customer Services Officer | * Responsible for receiving and processing applications for pet ownership in line with this policy | | | |
| **12** | | **Review** | | |
|  | |  | | |
| 12.1 | | This Policy will be reviewed every three years or in line with changes in legislation, whichever is the sooner, updates or recommendations for changes will be presented to the SAM group for agreement. | | |

|  |  |
| --- | --- |
| **Associated Policies** | **Associated Procedures** |
|  | Pet Ownership Procedure |
| Allocations Policy |  |
| ASB Policy | ASB Procedure |
|  |  |