

VIEWPOINT

joy in later years

Committee Approver	Operations Committee
Stakeholder Consultation	Tenants and Housing Staff
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Title	Pet Keeping policy
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Revised by	Shirelle White, Housing Officer
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Related Documents	Keeping Pets – Tenant Information Leaflet, Pet Keeping Agreement
Location of Electronic Copy	F:\LIVE POLICIES\Housing\Pet Keeping Policy.docx

1. Viewpoint's Values

Viewpoint is here to help people enjoy their later years. Everything we do is about realising this vision, which is supported by the following straightforward set of values:

- Inspire with positive smiles and words;
- Say 'yes I can and I will';
- Celebrate age, experience and wisdom;
- Do according to our customers' wishes and ambitions;
- Treat people (everyone is a VIP) as we would a "loved one";
- Work hard, have fun and laugh;
- Stay courageous, creative and ahead of the game; and
- Work with those that share our values.

These promises shape us. They are a commitment to our residents, staff and suppliers.

Ensuring that we have appropriate policies in place will support us to deliver our services in accordance with our vision and values.

2. Policy Statement

The purpose of this policy is to set out our approach to granting permission to keep a pet and the responsibilities of our tenants as pet owners.

3. Aim

The aim of this Policy is to ensure that procedures enable tenants to keep domestic pets, whilst ensuring that pets do not cause a nuisance to other tenants and visitors, do not cause any damage to property or common areas, and do not cause the physical environment within our estates to deteriorate. We aim to encourage responsible pet ownership and ensure that issues of pet nuisance, cruelty or neglect are dealt with appropriately and effectively. Viewpoint staff will investigate and take any appropriate action when the policy has not been adhered to.

4. Legislation/Related Policies

4.1 Legislation

- The Housing (Scotland) Act 2001 – specifies a tenant's right to be informed about the terms of their tenancy. There is nothing specific in the statute regarding the keeping of pets; however the Association will ensure it complies with a tenant's right to information by including a contractual term in the Tenancy Agreement clarifying its position on this matter.

- The Equality Act 2010 – it is a legal requirement of this act that the Association cannot discriminate against a disabled person, and this includes discrimination against a person with an ‘assistance dog’. Examples of assistance dogs can be: guide dogs and hearing dogs for people with sensory loss; dogs to support people with disabilities; and they must be allowed under the terms of his act.
- The Animal Health and Welfare (Scotland) Act 2006 – came into force in 2006 and introduced the concept of a ‘duty of care’, which means that people are legally obliged to ensure the welfare of the animals in their care. Although any pet would not be in the direct care of the Association itself, this act will inform the conditions it lays down for tenants owning a pet, and the circumstances under which permission may be withdrawn, or further action taken.
- The Dangerous Dogs Act 1991 – makes it an offence to keep specific breeds of dogs, and must be taken into account when granting permission to a tenant to keep a dog.
- The Dangerous Wild Animals Act 1976 - aims to ensure that where private individuals keep dangerous wild animals they do so in circumstances which create no risk to the public and safeguard the welfare of the animals. Licences are required from the local authority for any animal which appears on a schedule to the Act. Detail here the legislation/ Regulatory frameworks/ Key references/ Best Practice Guidelines/ National Standards that relates to the development of the policy and/or other policies that should be read in conjunction with this policy.

4.2 Scottish Housing Charter

The Scottish Government, through the Scottish Housing Regulator, sets the outcomes it expects social landlords to achieve for its residents. The relevant Social Housing Charter standards include:

Outcome 1: Equalities
Every tenant and other customer has their individual needs recognised, is treated fairly and with respect, and receives fair access to housing and housing services

Outcome 6: Estate management, anti-social behaviour, neighbour nuisance and tenancy disputes
Tenants and other customers live in well-maintained neighbourhoods where they feel safe

5. Scope

This policy applies to all Viewpoint Tenants and residents across all tenures.

Tenants who wish to keep a domestic pet must apply in writing and sign a Pet Keeping Agreement and receive written permission from Viewpoint to keep a pet (Appendix 1).

- Viewpoint will not refuse the request without good reason. If we refuse, we will tell the tenant what the reason is.
- If the tenant objects to our decision, they can appeal in writing to the Housing Team Leader within 14 days of receiving the decision. The decision of the Housing Team Leader will be final and be made in writing within 14 days of receipt of the appeal.

Tenants are not required to apply for permission to keep fresh water or tropical fish in a home aquarium.

Due to the nature of Viewpoint's housing we would generally only give permission for one domestic pet to be kept. However, in exceptional circumstances permission may be granted for more than one pet. If a tenant wishes to keep more than one pet, the reasons for doing so must be included in the tenant's written application for permission.

Tenants must request permission to replace a pet, this ensures our records are kept up to date.

6. Definition of Domestic Pet

For the purposes of this Policy, a domestic pet is defined as:

- Dog (excluding any dog prohibited by the Dangerous Dogs Act 1991);
- Cat;
- Domesticated bird (excluding pigeons and birds of prey);
- Small domesticated rodent (e.g. rabbit, hamster, gerbil, guinea pig, mouse);
- Small reptile or amphibian kept in a terrarium (e.g. terrapin, tortoise, and lizard).

This list is not exhaustive and other household pets will be considered.

7. Conditions for Keeping a Domestic Pet

Permission to keep a domestic pet is only granted provided the following conditions are met:

- The tenant must sign our formal agreement on keeping pets;
- Keeping the pet is not prohibited by the Dangerous Dogs Act 1991, or by any other law;
- The tenant is responsible for the care and behaviour of a pet owned by them or anyone living with them or visiting them;
- The tenant must take all reasonable steps to supervise and keep any pet under control and ensure the pet is not left unattended in common or open areas;
- Dogs must always be accompanied out with the tenants' own home and kept on a short lead in all Viewpoint common areas, grounds and shared gardens;
- Pets must not be allowed to foul in Viewpoint common areas, communal paths, car park areas or grassed areas. If this does happen accidentally the tenant is responsible for removing and cleaning up dog and other animal excreta immediately. It is recognised that due to the independent nature of some cats, it may not always be possible to clean up their faeces;
- The tenant must take all reasonable steps to prevent a pet causing nuisance, annoyance or danger to their neighbours, visitors, Association staff or contractors. This includes fouling or noise and odours from any pet;
- The tenant must take reasonable care to see that a pet does not foul or cause damage to the house, their neighbour's property, anything belonging to Viewpoint or anything Viewpoint is responsible for, such as common parts;
- The tenant must not breed animals. If a tenant's domestic pet gives birth, then the tenant will be given a maximum of 3 months to find alternative homes for the animals;
- The tenant must agree to remove the pet from the property if they should become permanently unable (through disability or ill health) to care adequately for the pet;
- The tenant must provide details of a nominated person who can care for the pet if the tenant becomes temporarily unwell or otherwise unable to care for the pet;
- To comply with current legislation, dogs must wear a collar and tag. Tenants are required to comply with the conditions of the microchipping of Dogs (Scotland) Regulations 2016 which requires every keeper of a dog that is over the age of eight weeks old to ensure it is microchipped;

- It is necessary for tenants who intend to care for pets on a temporary basis on someone else's behalf, to request permission in writing to keep the pet stating the length of intended care and the times of day the pet will be cared for at the tenant's property. Where a tenant is required to care for a pet on a temporary basis in an emergency situation, permission should be sought in the first instance by contacting the Housing Officer
- Tenants must request permission to replace a pet.

8. Breach of Conditions

Viewpoint may reconsider its permission for a tenant to keep a domestic pet if it appears that:

- Permission has not been sought or it has been refused;
- any of the conditions set out in this policy are being breached;
- the keeping of pets is causing a nuisance to anyone in the neighbourhood;
- the keeping of the pet is causing damage to property;
- in any of these circumstances Viewpoint will issue one formal warning to the tenant. This will specify what action the tenant is required to take to remedy the situation;
- Where the matter is not resolved satisfactorily, Viewpoint will withdraw permission for the tenant to keep the pet, and the pet must be removed from the Tenant's property within 14 days of notice being given of the withdrawal of permission. Where necessary, we will initiate legal action against the tenant for the removal of the pet.
- Where we suspect cruelty, neglect of a pet's welfare, mistreatment or unnecessary suffering of any pet, we will notify the appropriate authorities. Where this is brought to our attention by a third party, then they will be advised to also report it to the appropriate authorities.

9. Compliance & Support

It is the responsibility of all staff to familiarise themselves with the content of this policy and to ensure that they comply with the policy and associated procedures and guidance notes.

If advice or support is required, this is available through the Housing Leader in the first instance. Appropriate training and support will also be provided, as required.

10. Equality Impact Assessment (EIA)

Viewpoint will treat all customer with fairness and respect in line with its Diversity Strategy. Viewpoint recognises that we have an ethical and a legal duty to advance equality of opportunity and prevent discrimination on the grounds of age, sex and sexual orientation, disability, race, religion or belief, gender reassignment, pregnancy and maternity, marriage and civil partnership.

Where any tenant has difficulty in understanding the process staff will assist to explain the policy. This policy is available in other formats, including large print, if required.

11. Privacy Impact Assessment (PIA)

There is no additional information being requested or retained that would require a PIA.

12. Monitoring & Evaluation

Viewpoint will undertake effective monitoring of its performance through comprehensive recording and reporting systems.

Tenants' views will be sought through:

- Monitoring comments and complaints from tenants and using this to improve service delivery
- Tenant consultation – through our Tenant Participation Strategy

This Policy will be reviewed on a 3 yearly cycle unless any changes in legislation or good practice warrant amendments sooner. The Operations Committee will approve all amendments to this Policy

Viewpoint Housing Association

APPLICATION FORM AND PET KEEPING AGREEMENT

You may be permitted to keep one domestic pet, provided that:

- you agree to abide by the terms of your Tenancy Agreement and Viewpoint's Pet Keeping Policy;
- you sign this agreement;
- you are given prior written permission by Viewpoint to keep a pet.

Pets are defined in Section 5 of the Pet Keeping Policy. Conditions for keeping a pet are set out in detail in the Policy. The main points are:

- You may not keep a pet which is prohibited by the Dangerous Dogs Act 1991 or by any other law;
- You are responsible for the care and behaviour of any pet owned by you or anyone living with you or visiting your home;
- You must take all reasonable steps to supervise and keep your pet under control and ensure the pet is not left unattended in common or open areas;
- Dogs must always be accompanied out with the tenants' own home and kept on a short lead in all Viewpoint common areas, grounds and shared gardens;
- Pets must not be allowed to foul in Viewpoint common areas, communal paths, car park areas or grassed areas, if this does happen the tenant is responsible for removing and cleaning up dog and cat faeces and other animal excreta immediately. It is recognised that due to the independent nature of some cats, it may not always be possible to clean up faeces immediately, but every effort should be made by cat owners to ensure their cat does not cause a nuisance to others;
- You must take all reasonable steps to prevent a pet causing nuisance, annoyance or danger to their neighbours, visitors, Association staff or contractors. This includes fouling or noise and odours from any pet;
- You must take reasonable care to see that your pet does not foul or cause damage or deterioration in the condition of the house, your neighbour's property, anything belonging to Viewpoint or anything Viewpoint is responsible for, such as common parts;

- You must not breed animals;
- You must agree to remove the pet from the property if you should become permanently unable (through disability or ill health) to care adequately for the pet;
- You must provide details of a nominated person who can care for the pet if you become temporarily unwell or otherwise unable to care for the pet;
- To comply with current legislation, dogs must wear a collar and tag. Tenants are required to comply with the conditions of the microchipping of Dogs (Scotland) Regulations 2016, which requires every keeper of a dog that is over the age of eight weeks old to ensure it is microchipped.

If permission to keep a pet is refused, or if you fail to keep to the conditions in the Pet Keeping Policy, Viewpoint will require removal of the pet. In such circumstances, you hereby agree not to keep the pet, and to ensure it is permanently removed from the house within 14 days of permission being refused or withdrawn.

Tenant Name: _____

Address & Postcode:

Type of pet: _____

If pet is a cat or dog, please provide details - Name, age, breed, colour:

Name and contact details of nominated person who can care for the pet if you become temporarily unwell or otherwise unable to care for the pet:

I apply for permission to keep a pet and agree to abide by the conditions for pet keeping as set out in my Tenancy Agreement and Viewpoints Pet Keeping Policy, which I have read and understood.

Tenant

signature: _____ Date: _____

To be completed by Viewpoint Housing Association staff member

Permission is **Granted/Refused** (delete as appropriate) to keep the above stated pet

Any additional requirements/conditions or information

Staff member

signature: _____

Designation: _____

Date: _____