



PET KEEPING POLICY - TENANTS

Date Policy Approved by Board	December 2015
Review Date	December 2018
Scottish Housing Regulator Charter Standards	<p>Guiding Standards</p> <p>Standard 6: Estate management, anti-social behaviour, neighbour nuisance and tenancy disputes.</p> <p>Tenants and other customers live in well-maintained neighbourhoods where they feel safe.</p>
National Care Standards	<p>National Care Standards</p> <p>N/A</p>

1.0 Introduction

1.1 Viewpoint aims to provide all tenants with peaceful enjoyment of their homes and the immediate surrounding environment.

1.2 We also recognise that many people benefit considerably from the companionship that a pet provides. We are therefore happy for our tenants to keep a pet provided that they do so responsibly.

1.3 However, tenants who do not keep control over their household pets can impinge upon the peace and enjoyment of other tenants and can cause damage to property.

1.4 Viewpoint's Scottish Secure Tenancy Agreement (SST) clearly sets out tenants' responsibilities in respect of their pets in Section 2.5 (See Appendix 1).

1.5 By introducing this Pet Keeping Policy, Viewpoint will clearly establish our commitment to allow tenants to keep a pet, but also to deal effectively with any problems associated with the keeping of pets.

2.0 Aim of Policy

2.1 The aim of this Policy is to ensure that domestic pets do not cause a nuisance to other tenants and visitors to their home, and do not cause the physical environment within our estates to deteriorate.

3.0 Pets Policy

3.1 Tenants who wish to keep a domestic pet must:

- apply in writing and sign a Pet Keeping Agreement (See Appendix 2); and
- receive permission from Viewpoint to keep a pet.

3.2 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).

3.3 This list is not exhaustive and you should discuss any other domestic pets you would like permission to keep with a member of staff.

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

3.5 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.

4.0 Conditions for Keeping a Domestic Pet

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

- 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;
- 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;
- The tenant is responsible for removing and cleaning up dog and cat faeces and other animal excreta;
- The tenant must take all reasonable steps to prevent a pet causing nuisance, annoyance or danger to their neighbours. This includes fouling or noise or smell from the 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 the tenant 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;
- The tenant must sign our formal agreement on keeping pets.

5.0 Procedures for obtaining permission

5.1 Written requests for permission to keep a pet are dealt with as follows:-

- The request must be made in writing to your Housing Officer using the Application Form and Pet Keeping Agreement.

- We will give our decision in writing within 21 days of receiving the written request for permission. If we do not reply within 28 days permission is automatically granted. Any permission given may be subject to additional, specified conditions.
- 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 Services Manager within 14 days of receiving the decision. The decision of the Housing Services Manager will be final and be made in writing within 14 days of receipt of the appeal.

6.0. Breach of Conditions

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

- any of the conditions set out in this policy are being breached;
- the keeping of the pet is causing a nuisance to anyone in the neighbourhood;
- the keeping of the pet is causing damage to property.

6.2 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.

6.3 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.

Extract from Viewpoint's Scottish Secure Tenancy Agreement

Section 2.5

We have a policy on keeping pets and full details are included in your Tenants Handbook.

2.5 KEEPING OF PETS

Permission must be sought from us to keep a domestic pet in your house. A domestic pet means a dog, a cat, a bird, fish, or a rodent (such as a hamster or a gerbil). You must make a written request and receive permission in writing BEFORE you bring a pet into your house. The following conditions will apply:

- a maximum of one pet is allowed;
- your pet must not be prohibited by the Dangerous Dogs Act 1991, or by any other law
- you are responsible for the behaviour of all pets owned by you or anyone living with you
- you must take all reasonable steps to supervise and keep such pets under control
- you must take all reasonable steps to prevent such pets causing nuisance, annoyance or danger to your neighbours. This includes fouling or noise or smell from your domestic pet
- you must take reasonable care to see that such pets do not foul or cause damage to the house, your neighbour's house, anything belonging to us or anything we are responsible for, such as the common parts
- we are entitled to require removal of the pet if causing nuisance or damage, we will give you 14 days to remove the pet from the house
- you responsible for cleaning up dog faeces and other animal excreta
- you must agree to remove the pet from the house should you become unable (through ill health) to care for the pet
- you must have arrangements in place for the pet to be cared for if you are absent from the house for example if you are taken into hospital.

Paragraph 10.3 provides information on applying for permission.

If you fail to meet the above conditions, permission to continue to keep the pet will be withdrawn. If permission is refused or withdrawn, we will be entitled to require removal of the pet. In such circumstances, you hereby agree not to keep the pet and to ensure it is removed from the house on a permanent basis within 14 days of permission being refused or withdrawn.

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 3.3. 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.
- 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;
- 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 take all reasonable steps to prevent your pet causing nuisance, annoyance or danger to your neighbours. This includes fouling or noise or smell from the pet;
- You are responsible for cleaning up dog or cat faeces or other animal excreta immediately. You must clean up all areas where your pet fouls;
- 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;

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's Name: _____

Address: _____

Type of Pet: _____

If a dog, breed and 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 in Viewpoint's Pet Keeping Policy, which I have read and understood.

Tenant's Signature: _____

Date: _____

For Viewpoint Housing Association

Permission is granted to keep a pet.

Any additional requirements or conditions: -

Signature _____

Designation: _____

Date: _____