

## City of York Council Housing Services Pet Policy

### 1. Policy statement

- 1.1 This policy statement sets out Housing Services approach to the keeping of pets by its residents. Housing Services recognises the benefits that responsible pet ownership can bring to owners. However, controls must be in place to prevent irresponsible pet ownership which can cause suffering to animals and nuisance to neighbours.
- 1.2 This policy has been formulated using the Pet Advisory Committee's publication ***Pet Management for Housing Providers 2010*** which sets out best practice for keeping pets in social housing.
- 1.3 The aim of the Policy is to give clear guidance on pet ownership to both officers and tenants. In particular it covers the following issues:
- What pets can be kept and in what circumstances;
  - How advice on responsible pet ownership is communicated to residents;
  - The actions Housing Services will take where pets are kept inappropriately or cause nuisance to neighbours.
  - How the tenancy agreement links to this policy

### 2. Pets and the law

- 2.1 There are a number of pieces of legislation that directly or indirectly cover keeping of animals. A full list and the most relevant points can be found in the Pet Advisory Committee publication, ***Guidelines on Pet Management for Housing Providers 2010***.
- 2.2 The key Acts that officers should be aware of are;

- The Animal Welfare Act 2006
- Dangerous Dogs Act 1991
- Dangerous Wild Animals Act 1976

Failure to abide by these requirements may result in prosecution by the police as well as civil action for breach of tenancy by Housing Services.

### 3. Tenancy agreement

3.1 The City of York Council's tenancy agreement contain very clear clauses on keeping pets. The clause relating to pet ownership states:

- a) You, or anyone living at your property, must not keep the following animals at your property:
  - Any dog the Dangerous Dogs Act 1991 applies to.
  - Any animal the Dangerous Wild Animals Act 1976 applies to.
  - Any other animal that poses a danger, or threat of danger to your neighbours and the public, or anyone living in the locality
  - Any livestock not suitable for a domestic environment.
  - Any animal which causes a health and safety risk in the area
  - Any animal which is not bred as a domestic pet.
- b) You must obtain permission from Housing Services before you can keep a pet, pets or other animals in your home, garden or any shared areas.
- c) Permission will only be refused where it is clear that it is unsuitable for you to keep a pet, pets or animals or for any other appropriate reason such as a proven history of animal neglect.
- d) Permission can be withdrawn if your pet, pets or animals are causing a nuisance or compromise health and safety for your or others.
- e) We reserve the right to restrict the number of animals you may keep, or to require you to remove them altogether by withdrawing permission to keep them.
- f) You must not breed animals for commercial gain in your property, gardens or any shared areas.
- g) You must not allow any animals or pets you own, are responsible for, or that are visiting your household, to cause annoyance or nuisance to neighbours and the public or anyone living in the locality, or to cause damage to the dwelling or communal areas.
- h) You must not allow your property or garden to become unhygienic due to a build up of your pets faeces, and if any pet you own or are responsible for fouls the communal areas, you are responsible for cleaning this up.

- i) You must not keep an animal in any internal or external shared area.
- j) You must keep any pets you own or are responsible for under control. If you own a dog, this should be kept on the lead, when out in the community. This also applies to any pets your visitors bring with them to the property.
- k) You must keep your pet, pets or animals restrained when passing through shared areas.  
You must also reasonably and suitably restrain any animal kept at the premises when any City of York Council employee, contractor or subcontractor visits the property in the course of their duties or business

And for sheltered scheme tenants

### **Pets:**

- 3.2 You may not keep a pet in your home unless you have written permission from a housing officer. Dogs must be kept on a lead at all times in communal hallways, and are not allowed in any other communal areas. Pets must not be allowed to roam free in communal areas. Permission for pets may include reasonable conditions, and permission may be withdrawn if they cause a nuisance to other tenants living in the scheme. You do not need permission to keep an assistance dog, and these may accompany you into communal parts of the scheme. You must not allow pets to foul in communal garden areas of the scheme, or on footpaths outside the scheme. All waste must be disposed of responsibly.
- 3.3 The clauses relating to “*Care of the Property*” also applies to any damage caused by pets. Most damage caused by pets is due to lack of supervision or control of the pet and therefore tenants must act responsibly to prevent this.
- 3.4 Housing Services at any time at its absolute discretion may withdraw such consent and this will be binding on the tenant.

## **4. Criteria**

- 4.1 Tenants should seek permission to keep pets in all circumstances as this allows Housing Services to:
- Assess whether permission can be granted
  - Record what animals are being kept
  - To issue the tenant with a standard agreement on pet ownership which the resident signs

- To remind tenants of the terms of their tenancy agreement in relation to keeping of pets

4.2 Permission will only be given after the type of animal and its size has been taken into consideration together with the type of property the tenant lives in. If the tenant has access to their own garden, we will normally give permission.

4.3 Housing Services recognises that in some cases a pet may be the only companion a tenant may have, therefore there may be some exceptional circumstances where permission is given outside of the policy. However, it may be withheld or withdrawn if there is a health risk or nuisance to other tenants. We will always agree to the keeping of guide or other assistance dogs.

4.4 Permission will not be granted where there is an ongoing problem with nuisance or another breach of tenancy or where there has been a recorded and evidenced problem in the past with pets.

4.5 Tenants who wish to temporarily look after pets must still apply for permission in writing.

## **5. What pets can be kept?**

5.1 Permission will normally be granted to small domestic animals e.g. hamsters, small birds and fish.

5.2 Permission will *not normally* be granted for the following:

- Dogs specified in the Dangerous Dogs Act 1991
- Farm animals / livestock unless suitable for a domestic environment
- Animals registered under the Dangerous Wild Animals Act 1976.

- If in doubt about whether a dog falls within the remit of the above acts, the housing officer should seek specialist advice.

## 6. Responsibility

- 6.1 Tenants are responsible for the health and safety of their pets. Under the Animal Welfare Act 2006, this is called a duty of care. This requires proper day to day management and care of the pet. Any case where neglect or mistreatment has occurred should be reported to the RSPCA on **0300 1234999**.
- 6.2 The control of pets and any pets visiting the property are the responsibility of the tenant. If cats are allowed free access outside then the tenant must take steps to ensure that they do not cause a nuisance to neighbours e.g. fouling communal areas. Dog faeces must always be removed immediately.
- 6.3 If any tenant wishes to construct a cat flap or outside accommodation for their pet they must first seek written permission from Housing Services.
- 6.4 No pet should be left in a property when the tenant is away unless clear arrangements have been made to provide adequate care. In general this will require the pet to be boarded elsewhere but close supervision by a neighbour may be adequate for some animals.
- 6.5 If a tenant is minding or looking after a pet for someone else, the criteria in this policy still apply.

## 7. Permitted number of pets

- 7.1 Housing Services will not state a definitive number of pets that are allowed in a home but as a general rule, no more than 2 animals per home will be allowed. Any exceptions to this must be agreed with the Housing Officer. Staff must also be mindful of the type and size of dogs when considering this.

## **8. Unauthorised pets**

8.1 We may be forced to take action in cases where tenants get a pet without authorisation. Enforcement action could include:

- Requiring the tenant to re-home the pet
- Refusing a transfer until the matter is resolved
- Involving statutory and voluntary agencies such as the police, local authority or RSPCA
- Extending and potentially ending an Introductory Tenancy
- Obtaining an injunction
- Demoting the tenancy
- Legal action to obtain a possession order
- Eviction in the most serious cases
- Requiring the dog to be micro-chipped

8.2 In all cases we will do our best to work with the tenant or their representatives to try and find a resolution to the situation to avoid enforcement action if possible. In addition, tenants have the right to appeal any decision made.

## **9. Enforcement action for breach of tenancy**

9.1 In cases where a breach of tenancy occurs as a result of a tenant keeping a pet and the tenant is not making any effort to address the problems we may treat the case as anti social behaviour and have to resort to the enforcement action listed above.

9.2 Examples of breach of tenancy may include:

- Distressed animals
- Pets fouling communal or individual gardens and this is not being cleared up immediately
- Pets fouling in neighbours' gardens
- Excessive noise
- Pets left alone in a property
- Too many animals within a household
- Unpleasant odours due to pets
- Aggressive animals causing distress to other tenants or animals
- Damage caused to council property by the pet
- Breeding of pets

- 9.3 In some cases it may be appropriate to consider mediation rather than legal action.
- 9.4 Any costs incurred by Housing Services in relation to enforcement action will be passed on to the tenant.

## 10. Requesting permission

- 10.1 Permission should be requested in writing using the Application form attached providing full details of the pet requested. Tenants must wait for a full response before getting a pet. It is important that tenants do not assume that permission will be granted.

## 11. The decision and appeal process

- 11.1 The Housing Officer should consider the request in line with this policy and by referring to the Pet Advisory Committee's ***Guidelines on Pet Management for Housing Providers 2010***. They must then write to the tenant indicating whether or not consent will be given and advising them of their right to appeal if permission is not granted.
- 11.2 Tenants may appeal in writing to the Housing Landlord Service Manager within 5 working days of receiving the decision from the housing officer. In such situations a home visit will be undertaken within 10 working days to discuss the situation. Alternatively, a meeting will be arranged at a suitable venue within the same timescale.
- 11.3 The Housing Landlord Service Manager will write with the final decision within a further 5 working days of the meeting.
- 11.4 In cases where an appeal has been made we may seek the advice of an external organisation such as The RSPCA or Pets Advisory Committee.

## 12. Withdrawing permission

- 12.1 If a decision is taken to withdraw permission this must be done in writing, stating the reason. A right of appeal should also be given.

12.2 A reasonable level of evidence must be obtained before withdrawing permission. Reference will be made to the level of evidence for issuing possession proceedings in making decisions. As a minimum officers must have at least one of the following:

- directly witnessed breaches of the tenancy agreement by council officers or other relevant organisations
- have recordings (sound and / or video) photographs
- witness evidence of a robust nature from at least 2 independent witnesses (one can be a council officer or officer from another relevant organisation).



**HOUSING SERVICES****Pet Agreement Form**

Name of resident	
Address	
Type of Pet: Breed: Age:	
Name of Pet	
Description of pet if cat or dog / attach photo	
Vet and healthcare details	
If a dog, is it micro- chipped?	

I am applying to Housing Services Housing to keep the above pet(s) and by signing this form I am agreeing to the following:

- To be responsible for and supervise the pet/s at all times
- To care for the pet and its health and safety and overall welfare
- To ensure the pet/s do not cause a nuisance to neighbours
- To ensure that any mess/fouling is cleared up immediately
- To ensure that the pet/s do not cause any damage in the property or communal areas.

I am aware that Housing Services may take action against me if my pets cause a nuisance which could include the removal of the pet or my eviction.

If I vacate the property I understand I must take my pet(s) with me and ensure that all items relating to the pet are removed and the property is thoroughly cleaned.

Signed.....

Date.....

City of York Council Housing Services has granted permission to keep the above pet

Signed:.....Position:.....

Date:  
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