

# Pet Policy

## POLICY CONTROL

Policy reference	
Department	Housing Management
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Version	X
Reason for revision	Triennial Review
Status	DRAFT
Intended recipients	Tenants & Staff
Training and dissemination	Internal/External
To be read in conjunction with (other policies)	
Has equalities impact assessment been considered? Please include within policy.	EIA REQUIRED
Policy approved by Designation/Date	
Meeting Approved Date	Operations Committee DATE
Implementation Date	DATE
Review period	Triennial
Next review date	March 2028

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## **1.0 INTRODUCTION**

- 1.1 Derby Homes recognises that people keep pets for a multitude of reasons, including companionship, stress relief, increased physical activity, and the development of a strong bond with the animal, as well as the potential for reduced loneliness and increased social interaction.
- 1.2 We also recognise the vital importance of assistance animals, also known as service animals, who are specially trained to assist people with disabilities, performing tasks that mitigate their disabilities, such as guiding, alerting, or providing physical support.
- 1.3 Whatever driver for owning or caring for an animal – Derby Homes encourages responsible pet ownership. Responsible pet ownership means providing for a pet's needs, including a suitable environment, diet, exercise, training, and veterinary care, and ensuring their well-being and safety.
- 1.4 Irresponsible pet ownership can lead to poor levels of animal welfare and place both the animal and those who come into contact with it at risk. It can also lead to issues which are anti-social and/or criminal, which can have a detrimental impact on neighbours and the local community, such as roaming dogs, dog fouling and noise nuisance.
- 1.5 In the UK, irresponsible pet ownership can lead to legal consequences, including fines, imprisonment, and bans on owning pets. Legislation includes failing to meet an animal's basic needs, causing them distress, or allowing them to become dangerous.

## **2.0 POLICY OBJECTIVES**

- 2.1 This Policy outlines the conditions in which animals should be kept in properties managed by Derby Homes.

## **3.0 TENANCY AGREEMENT/LEASE AGREEMENT**

- 3.1 The Tenancy Agreement includes a section on Pets and requires all tenants to ask Derby Homes for permission to keep a pet. We will not refuse permission without a good reason.
- 3.2 Anyone that makes a solicitor's enquiry to purchase a leasehold flat will receive a copy of our pet policy and be advised that the restrictions outlined in the policy apply to leaseholders and that a permit is required for pet ownership, this will also apply to anyone that sublets the property from the leaseholder or through a management agent on behalf of the leaseholder.

## **4.0 TENANT/LEASEHOLDER RESPONSIBILITIES**

- 4.1 You are responsible for any pet that you, members of your household or visitors bring into your home, garden, or communal areas. You are reminded that you are

fully responsible for the safe passage of visitors to your home, whether or not they have been invited.

- 4.2 You must keep dogs on a lead, and under proper control, at all times in communal areas.
- 4.3 You must ensure that any cats or dogs that you own are microchipped.
- 4.4 You may only keep pets at the property with our prior written consent. Permission will not unreasonably be withheld. In making this decision we will take into account the location and property type.
- 4.5 You are responsible for your domestic pets in or around your home. You must not allow your pets to cause any nuisance, annoyance or danger to neighbours or visitors to your home. We may withdraw permission if the pet/s cause a nuisance or are found to be intimidating, aggressive or dangerous. If permission is withdrawn for any reason, you must remove the animal from the property immediately after permission is withdrawn.
- 4.6 Prior to signing your new tenancy agreement, you must advise us of any animals/pets that you already have so that we can advise on their suitability.
- 4.7 You must get our written permission if you want to keep any new pets during your tenancy before they are brought into your household. We will not unreasonably withhold permission.
- 4.8 You must not keep any animal that has been classified as dangerous under the Dangerous Wild Animals Act 1976 unless you have both permission from us and a license from the Council's Environmental Health Department
- 4.9 You must not keep any of the breeds named under section 1(1) of the Dangerous Dogs Act 1991, unless you have permission from us and the appropriate exemption certificate from the Department for Environment, Food and Rural Affairs (DEFRA).
- 4.10 If your animals/pets foul any of our property, including shared areas, footpaths, roads or play areas you must clean the affected area immediately. We reserve the right to recharge you the cost of cleaning if you do not comply. You must make proper arrangements to dispose of animal waste and not allow it to build up in your home or garden.
- 4.11 You must not breed any animals or birds that will be used for commercial purposes without our written permission. You may require licenses or further permissions from governing bodies in relation to some animals or birds.
- 4.12 You may only build any animal enclosures with our prior written consent. Any enclosures must be adequate for the animal's needs.
- 4.13 No dogs are allowed in any community room unless it is an Assistance Dog. Assistance Dogs must be kept on a lead and under proper control whilst in the community room.

4.14 If you do not adhere to the terms of this policy, your Tenancy or Lease Agreement, we may request that your pet is removed from your home immediately and may take court action if necessary.

## **5.0 PET PERMIT**

5.1 Tenants/leaseholders will need to complete a permit request and agree to abide by the conditions outlined in this policy and the Tenancy/Lease Agreement.

5.2 If the conditions contained within Pet permit and the Tenancy Agreement/Lease are not adhered to, we may withdraw permission to keep the pet in the tenant's home.

5.3 Where tenants/leaseholders request permission for unusual pets, such as Reptiles and Amphibians we will need to be certain that these are being kept in the right conditions.

5.4 When tenants/leaseholders request permission to keep multiple pets, we will consider the size of the accommodation and private outdoor space before deciding. The number of pets should be appropriate to the size of the accommodation.

5.5 Pet permit requests will be considered and approved or refused by the Housing Officer. If the pet permit is refused, we will tell the customer why.

5.6 Customers who are unhappy about a decision to refuse permission, have the right to ask for a review of the decision by the Area Housing Services Manager.

5.7 If you remain dissatisfied with the decision of the Area Housing Services Manager, you can make a complaint in line with our complaints policy. Insert Complaints Policy Here.

## **6.0 DUTY OF CARE - ANIMAL WELFARE ACT 2006**

6.1 Under the Animal Welfare Act 2006, owners and keepers have a duty of care to their animals and must make sure they meet their needs:

- for a suitable environment and place to live.
- for a suitable diet.
- to exhibit normal behaviour patterns.
- to be housed with, or apart from, other animals (if applicable).
- to be protected from pain, injury, suffering, and disease.

6.2 The Act prohibits animal cruelty and anyone who does not comply can be banned from owning animals, face an unlimited fine, be sent to prison for up to 5 years.

## **7.0 LAW - DANGEROUSLY OUT OF CONTROL**

7.1 It is against the law to let a dog be dangerously out of control anywhere, such as:

- in a public place

- in a private place, for example a neighbour's house or garden
- in the owner's home.

7.2 A dog may be considered to be out of control if it:

- injures someone.
- makes someone worried that it might injure them.

7.3 A court could also decide that your dog is dangerously out of control if either of the following apply:

- it attacks someone's animal.
- the owner of an animal thinks they could be injured if they tried to stop your dog attacking their animal.

7.4 Penalties can be imposed if your dog is out of control such as:

You can get an unlimited fine or be sent to prison for up to 6 months (or both). You may not be allowed to own a dog in the future and your dog may be destroyed.

- If you let your dog injure someone you can be sent to prison for up to 5 years or fined (or both). If you deliberately use your dog to injure someone you could be charged with 'malicious wounding.'
- If you allow your dog to kill someone you can be sent to prison for up to 14 years or get an unlimited fine (or both).
- If you allow your dog to injure an assistance dog (for example a guide dog) you can be sent to prison for up to 3 years or fined (or both).

## **8.0 MICROCHIPPING**

8.1 It is a legal requirement that dogs are microchipped by the age of 8 weeks. In England, all cats must be microchipped by the age of 20 weeks. This law makes it easier for owners to be reunited with lost or stolen pets.

8.2 If we are made aware of that a dog or cat has not been microchipped within the legal time frame, we will report this to the police and may take action ourselves which could include withdrawing permission to keep the pet in the tenant/leaseholder's home.

## **9.0 ENFORCEMENT ACTION**

9.1 If we are made aware that a tenant/leaseholder is not complying with the law, we will report this to the police and may take action ourselves which could include withdrawing permission to keep the pet in the tenant/leaseholder's home.

9.2 If you do not adhere to the terms of this policy or your Tenancy/Lease Agreement, we will take appropriate and proportionate action, which could include withdrawing permission to keep the pet in the tenant/leaseholder's home and/or legal action.

9.3 Examples of when we would take action include, but is not limited to:

- Keeping a pet without permission.
- Allowing animals to wander around on their own.
- Pets fouling in communal areas and in other residents' gardens.
- The breeding or sale of animals.
- Excessive noise from animals.
- Too many animals in the household.
- Unpleasant smells from animals.
- Keeping animals that are aggressive.
- Allowing animals to cause damage to property.

9.4 Derby Homes will try to resolve issues by agreement, without legal action, however if this action fails, we may consider:

- Contacting the RSPCA or another animal welfare organisation
- Involving organisations to help enforce what is lawful and impose penalties where necessary.
- Serving an injunction to stop certain activities.
- Withdrawing permission to keep a pet.
- Terminating a tenancy through the courts.

## 10.0 RESPONSIBILITIES UNDER THIS POLICY

10.1 All relevant staff responsible for the delivery of housing management services are required to adhere to this policy. Any request to deviate from the principles of this policy requires escalation for review and approval consideration to the Head of Housing Management.

10.2 The Head of Housing Management is responsible for overseeing the implementation of this policy.

## 11.0 RISK MANAGEMENT

11.1 The headline risks associated with this policy are:

<b>Risk Description</b>	<b>Risk Impact</b>
Failure to comply with statutory requirements and rules and guidance issued by the Government and their departments, and the Regulator of Social Housing's Consumer Standards.	Regulatory intervention, legal action, adverse publicity, and potential financial impact on the organisation. Risk of complaints/challenges including to the Ombudsman, and risk to levels of satisfaction with services/Derby Homes
Failure to proactively manage our tenancies/leases.	Increase in resident dissatisfaction and complaints. Damage to Derby Homes reputation.
Failure to sufficiently engage with tenants/leaseholders in the	Increase in resident dissatisfaction with decisions/actions that affect them/their

management of their home and area where they live.	homes leading to residents feeling they have no voice or are not being heard.
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## **12.0 DATA PROTECTION, RECORD STORAGE AND RETENTION**

- 12.1 We understand that confidentiality is important to customers and will treat all information relevant to each customer in the strictest confidence.
- 12.2 We approach the protection of personal data in a comprehensive manner in line with the Data Protection Principles of the UK General Data Protection Regulations (UK GDPR) and the Data Protection Act 2018 (DPA) (collectively referred to as the Data Protection Legislation).
- 12.3 Any personal information relating to tenants is stored on Derby Homes/Derby City Council systems which are compliant with the principles of GDPR and our Document Retention Policy.

## **13.0 EQUALITY AND DIVERSITY**

- 13.1 This policy meets the requirements of the equality impact assessment and is compliant with the requirements of the Equality Act 2010.
- 13.2 This means that we will not discriminate against customers on the grounds of their age, disability, gender reassignment, marriage or civil partnership status, pregnancy or maternity status, race, religion or belief, sex, or sexual orientation.
- 13.3 We will, on request, provide translations of any documents, policies and procedures in different languages and other formats to suit requirements and support reasonable adjustments for easy access to our service.

## **14.0 COMMUNICATION**

- 14.1 This policy will be stored on our intranet and will be communicated to all staff involved in housing management processes. The policy will also be made available on our website to provide easy access for customers and our partners.

## **15.0 LEARNING & DEVELOPMENT**

- 15.1 We are committed to putting arrangements in place that ensure effective training of all staff.
- 15.2 This policy and the procedures that support it will be the subject of a mixed platform of training across relevant teams. This training will be bespoke to the individual stakeholders and include:
- Team Briefings, for those who need to be aware of it but not actively involved in the delivery.

- On the job training, for those who need to adhere to this policy and use the accompanying procedures in their daily roles.

## **16.0 PERFORMANCE MANAGEMENT**

16.1 We will use the following non-exhaustive list to measure and monitor our performance with a continued focus on service improvement:

- Provision of KPI measures linked to operational performance.
- Number of complaints relating to our service offer and applying any learning or service improvements from customer feedback.
- Customer satisfaction and feedback measures with our service and service style.
- Monitoring of compliance through operations management controls such as audit samples of housing management procedures.

## **17.0 POLICY REVIEW**

17.1 This policy will be reviewed every 3 years or sooner if required to do so driven by statutory, regulatory, or best practice requirements, and/or the need to update following reviews of other policies that impact on pets.

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