



PETS POLICY

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1.0 Introduction

The Association allows residents within its properties to keep domestic pets. However Linstone recognises that neighbour disputes will arise if pets are not controlled and that estates may deteriorate if e.g. dogs are left to roam unsupervised. This will ultimately have an adverse effect on the wider community and it is essential therefore that there is a policy providing guidance to prevent this happening.

2.0 Purpose/Objectives

The Association requires to adopt a consistent approach to pet ownership and their subsequent control/conduct. The purpose of this policy is to clarify the rights and obligations of tenants in this respect and to assist staff to deal with any problems arising from pet owners failure to control their pets.

This policy is intended to ensure that: -

- Tenants fully understand their responsibilities regarding pets.
- Tenants fully implement their obligation in relation to pets.
- Staff take effective action against any tenant failing to comply with their responsibilities/obligations.
- Dog owners are aware of legal requirements and powers available to enforce dog control.

It may be necessary for staff to work in conjunction with partner agencies such as the Local Authority and the Police who have duties and powers in relation to this type of nuisance.

3.0 Tenancy Agreement

Clause 2.5 of Linstone's Scottish Secure Tenancy Agreement specifies details of the tenant's obligations in relation to pets

These include ensuring that: -

- Keeping the pet is not prohibited under the Dangerous Dogs Act 1991 or any other relevant legislation.
- Keeping the pet complies with any specific legislation laid down in relation to exotic pets such as snakes or spiders.
- The tenant takes responsibility for the behaviour of any pets owned by him/her or anyone living with him/her.

- The tenant takes reasonable steps to prevent the pet(s) causing nuisance, annoyance or danger to neighbours or deterioration in the condition of the house, common parts or vicinity due to fouling, noise, smell etc.

4.0 Applying for Consent

- 4.1 Under the terms of Tenancy Agreement, the tenant or any member of their household must apply in writing for consent to keep a pet/pets. An application form is attached at Annex 1.

Domestic pets allowed by Linstone are those bred for domestic captivity and capable of being suitably accommodated within domestic dwellings such as those provided by the Association. Examples include: -

- Dog.
- Cat.
- Birds such as budgerigar, canary, parrot or cockatoo.
- Tropical fish (in numbers up to the recommended capacity per tank) (maximum of 2 tanks)
- Snake.
- Rodents such as gerbil, guinea pig, hamster, mouse or rat.
- Rabbit.
- Insects such as stick insects or spiders (in numbers up to the recommended capacity per tank) (maximum of 2 tanks).
- Reptiles such as lizards, chameleons, etc. (in numbers up to the recommended capacity per tank) (maximum of 2 tanks).
- Pigeons.

If the tenant or a member of their household already has permission for one pet and wishes to keep another, a further application for consent must be submitted.

- 4.2 Assuming the application complies with the terms of this policy then the Housing Officer will send a letter of approval (Annex 2). This will be recorded as a descriptive attribute on Linstone's Housing Management System against the appropriate tenancy record.

Permission will not be withheld unreasonably. However there are certain breeds of dogs which are not appropriate for domestic pets and therefore will not attract consent. This includes requests to keep on a temporary or permanent basis any belligerent breed of dogs such as Rottweillers and American Pit Bull Terriers.

Equally permission will not be granted for the commercial breeding of any type of pet.

- 4.3 If however should the Association believes the application is contrary to any of the terms of this policy, the Housing Officer will send a refusal letter (Annex 3).

This will clearly state why permission is being refused and advise of the right to appeal.

- 4.4 Permission will be restricted to a maximum of 2 dogs per household.

- 4.5 Permission will not be given for any wild animals.

- 4.6 Where a tenant wishes to erect a shelter or exercise area for any domestic pet within their garden, the prior written consent of the Association will be required in accordance with the Tenancy Agreement.

5.0 Pigeons

- 5.1 Tenants or members of their household wishing to keep pigeons within the garden grounds of their property must submit a written application to the Association (Annex 4) detailing: -

- The number of birds they wish to keep.
- The purpose of keeping the birds e.g. racing/breeding.
- The type and size of construction within which the birds will be kept.
- Proposals for care e.g. feeding/cleaning processes.

- 5.2 On receipt of this application the Housing Officer will carry out a survey of neighbouring residents to ascertain whether there is any objection. The Housing Officer will make the decision about the number of neighbours who require to be surveyed in consultation with the Estate Manager.

- 5.3 Where an objection is received from more than one neighbour then permission will be denied and a letter sent advising the applicant (Annex 6).

Linstone will retain the results of any survey undertaken and will not disclose the names of any objector in the interest of minimising any neighbour dispute.

- 5.4 Where permission is to be granted then the proposed plan for the dovecote or pigeon loft will be passed to the Technical Team to approve the proposed construction.

- 5.5 Assuming this proposal meets the requirements of the Technical Team (and the Local Planning Authority if appropriate) then a letter of consent will be issued (Annex 5).
- 5.6 Should consent be refused for any reason a letter will be sent to the applicant (Annex 6) confirming the reasons for refusal and advising there is a right to appeal.

6.0 Control of Pets

- 6.1 The tenancy agreement states that Linstone “may require the removal of the pet if it causes nuisance or damage”.

Examples of nuisance and the procedure to be followed in specific circumstances are as follows: -

- **Roaming/Unattended Dogs** within the close/common paths/backcourt/shared gardens.

The Housing Officer will issue a warning letter to the dog owner. If the problem persists, the tenant will be advised in writing of the breach of tenancy. Permission to keep the dog will be withdrawn and the tenant asked to arrange re-homing.

Where the problem occurs within the estate, the Housing Officer will contact the local Dog Warden.

- **Fouling** – by dog or cat within the close/common paths/backcourt/shared gardens.

The Housing Officer will issue a warning letter to the pet owner requesting that the area be cleaned immediately. If the problem persists, the tenant will be advised in writing of the breach of the Tenancy. Permission to keep the dog/cat will be withdrawn and the tenant asked to arrange re-homing.

In the interests of public health, Linstone may remove the faeces and recover associated costs from the pet owner.

Where the problem occurs within the estate – the Housing Officer will report the nuisance to the Local Authority (where the pet and owner can be identified).

- **Excessive Noise** within the house/garden.

The Housing Officer will investigate any report of excessive noise caused by a pet. Once the nuisance has been established the Housing Officer will issue a warning letter. If the problem persists, the tenant will be advised in writing of the breach of the tenancy. Permission to keep the pet will be withdrawn and the tenant asked to arrange re-homing.

- **Neglect**

The Housing Officer will investigate any report of neglect and where it can be established that a pet has been left unattended for 12 hours or more, a warning letter will be issued. If neglect continues or is repeated, the Housing Officer will report the case to the RSPCA.

- **Aggression**

The Housing Officer will investigate any report. If the pet concerned is a dog the complainer will be advised of the relevance of the Dangerous Dog legislation. The Housing Officer will also issue a written warning to the tenant advising of the breach of tenancy. Permission to keep the pet will be withdrawn and the tenant asked to arrange re-homing.

- 6.2 Where there are breaches of the Tenancy Agreement, depending on the severity of the breach, the Association will make all reasonable attempts to provide advice and assistance to enable the tenant to meet their obligations.

No legal action to recover possession will be taken until tenants have been given advice, a written warning of action issued, and alternative methods of resolving the problem have been considered.

Breaches of tenancy due to pet nuisance will be actioned in line with the Association's policy on Neighbour Disputes and Anti Social Behaviour.

7.0 Multi Agency Working

- 7.1 There are a number of other agencies which have powers to deal with some of the common nuisance issues relating to pets. These include

Problem	Agency	Remedy	Legal Power
Dog nuisance	Local Authority	Not to foul public areas	Section 48 Civic Government (Scotland) Act 1982
Excessive noise/ threatening conditions	Environmental Health	Abate statutory nuisance	Section 80 Environmental Protection Act 1990
Dangerous dogs	Police	Prosecute dog owners	Dangerous Dogs Act 1989 and 1991
Stray dogs	Environmental Health	Dog Wardens have a duty to round up and dispose of stray dogs	Section 149 Environmental Protection Act 1990