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| <b>Name of Policy</b>             | <b>Pets Policy</b>                   |
| <b>Responsible Officer</b>        | <b>Senior Housing Officer</b>        |
| <b>Date approved by Committee</b> | <b>25<sup>th</sup> November 2025</b> |
| <b>Date of next Review</b>        | <b>November 2028</b>                 |
| <b>Section</b>                    | <b>Housing Services</b>              |

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## **1. Introduction**

- 1.1 This Policy sets out the Association's approach to the keeping of pets within our properties.
- 1.2 Kingsridge Cleddans Housing Association understand that pets can be important family members and make a house a home. Pet ownership can help tenants maintain a healthy and active lifestyle, give a sense of purpose, and offer significant benefits to a person's well-being. The purpose of this policy is to ensure that tenants and their pets can live together safely and happily within their homes and neighbourhoods. This is achieved through the promotion of responsible pet ownership and fostering trust between the Housing Provider staff and tenants.
- 1.3 Our Tenancy Agreements (SST and SSST) set out the tenants responsibilities in respect of their pets.
- 1.4 Tenants should be aware that failure to keep control of household pets can cause great distress to other residents and could also result in damage to the property.

## **2. Legal and Tenancy Rights**

- 2.1 The following legislation and regulations have been taken into consideration when developing this policy:
  - The Animal Health and Welfare (Scotland) Act 2006
  - The Control of Dogs Order 1992
  - The Dog Fouling (Scotland) Act 2003
  - Dangerous Dogs Act 1991
  - Dangerous Wild Animals Act 1976
  - The Microchipping of Dogs (Scotland) Regulations 2016
  - The Control of Dogs (Scotland) Act 2010
  - Antisocial Behaviour etc. (Scotland) Act 2004
  - Environmental Protection Act 1990
  - The Wildlife and Countryside Act 1981
- 2.2 The Housing (Scotland) Act 2001 (The Act) and our tenancy agreements (SST and SSST) provide for the keeping of pets and set the responsibilities tenants must follow.
- 2.3 Pets are permitted in all of our property types.
- 2.4 The Tenancy Agreement states at 2.6 that Tenants are allowed to keep a maximum of 2 domestic pets, subject to the following conditions:
  - Prior permission must be sought from the Association.
  - Tenants are not allowed to keep fowl, pigeons or other livestock under any circumstances within the house, gardens or common areas.
  - Keeping your pet is not prohibited by the Dangerous Dogs Act 1991, or by any other law.
  - The tenant is responsible for any pets owned by themselves or by anyone living with them.

- The tenant must take reasonable steps to prevent pets from causing nuisance, annoyance or danger, including fouling, noise, or smell.
  - The tenant must take reasonable care to ensure the pet does not cause damage to the house, other KCHA properties or common parts.
  - The Association reserves the right to withdraw permission if nuisance is caused.
  - The tenant is responsible for cleaning up after their pet.
  - Keeping of any animals listed under the schedule to the Dangerous Wild Animals Act 1976 is not permitted under any circumstances.
- 2.5 The definition of pet is not provided in the agreement; however, it is implied that this should have the normal meaning of a domestic pet, e.g. a cat or a dog. Livestock shall be considered as any live creature kept for the purpose of providing food.
- 2.6 The Association appreciates that tenants may have caged or tank-based smaller pets that are unlikely to cause issues or disturbance; we may allow an exception of rule 2.2 in such circumstances. This will be considered on a case-by-case basis, taking into account the nature of the request and the potential to impact on others.
- 2.7 Whilst we do not hold a duty of care to the pets in general, we will not knowingly allow cruelty or neglect to be carried out within our properties, and if we believe an animal is being harmed or is at risk of harm, we shall look to work with the relevant agencies to address this.
- 2.8 Where we are aware that a tenant has been advised not to keep a pet by such agencies, we shall advise the agency if we are aware of any contravention of such an order.
- 2.9 All pet owners, tenants inclusive, have a responsibility to ensure their pets do not cause harm. Particularly, tenants must ensure that any dogs are kept on a lead when in public and are not allowed in gardens unsupervised. Tenants will be made aware that they may be liable for the behaviour of their pets, and this shall include any harm done to KCHA staff.
- 2.10 We will not unreasonably withhold permission to the allowing of a pet.
- 2.11 We consider the rules as set in the tenancy agreement and this Policy to provide a framework for this definition of reasonable.
- 2.12 Should a tenant request permission and this be refused, they may appeal, in writing, within 10 days to the Director.
- 2.13 Whilst tenants may wish to construct temporary external shelters for their pets within their gardens, we would not allow this to be permanent accommodation for the pets, we would also seek that permission is requested for the construction of any structure. If a tenant is unable to house their pet within the house, we will support them in seeking rehousing for the pet.

- 2.14 In the rare instances in which we are required to decant a tenant, in accordance with the Decant Policy, if the pet cannot move to the decanted accommodation, we will support the tenant in seeking temporary rehousing for any pet.

### **3. Disability and Support Animals**

- 3.1 Some people with registered disabilities require assistance animals. The most common form of such are guide dogs. We would not normally refuse permission for somebody to have such an assistance animal and may exercise discretion in the application of this policy in reflection of such.
- 3.2 Some animals are considered 'emotional support animals'. This can be a complex matter to define. In such circumstances, we would seek information from a medically qualified practitioner. We appreciate that some people may have exotic pets as support animals; however, we would not relax this policy with regard to the fitness of our properties to provide a safe and adequate home for such animals.

### **4. Applicants (new tenants)**

- 4.1 We shall advise any applicant who is preparing to be rehoused by us of this Policy.
- 4.2 We appreciate that applicants for housing may have rehoused pets prior to their application or offer of housing, and we shall be sensitive to the situations of the applicant.
- 4.3 We may exercise discretion with regard to the number of domestic pets, allowing up to 3 domestic pets at the onset of a tenancy. The tenant will, however, be advised that they will be expected to request permission for any future pets and that we would expect the number to naturally decline and not to again exceed 2 pets.
- 4.4 Tenancies may expand, subject to the requirements of Permission to Reside, as set in the tenancy agreement, and this could result in two families merging and an increase in the number of pets. In such circumstances, we will exercise our discretion and look to follow point 4.3 above.

### **5. Applications for Domestic Pets**

- 5.1 Tenants are required to apply for permission to have a domestic pet.
- 5.2 As detailed in the tenancy agreement, this must be done in writing and in advance of receiving the pet. If a tenant chooses to purchase a pet before seeking permission, they run the risk of financial loss should this permission not be forthcoming.
- 5.3 Tenants should be made aware when applying to have a pet that they will be taking on the financial responsibilities for looking after the animal. This could constitute a considerable expense and they should ensure that they are confident that they can meet such expenses.
- 5.4 Where we have concerns in place with regard to the management of the tenancy; especially where we feel that it is not being maintained to an adequate or safe condition, we may set requirements that the property condition is improved prior to

the granting of any pet permission and may further require that this condition is maintained to ensure the safety of any pet.

- 5.5 When considering any application, we shall review any previous history of pet ownership that we are aware of the tenant or the tenant's household having had. Permission may be refused where we are aware of instances of neglect, irresponsible ownership or cruelty.
- 5.6 We will not grant permission for a tenant to use their property for animal breeding, as this would invariably result in the household exceeding the 2 pet maximum. We understand that unplanned situations can occur, and if a tenant's pet gives birth, the tenant must let the Association know to discuss options. These could be recommendations for neutering and finding alternative homes for the animals. In certain circumstances, the tenant will be given reasonable time to find alternative homes for the animals.
- 5.7 Operating boarding kennels from a property is not permitted.
- 5.8 Pets must not be kept on balconies.
- 5.9 Where we are made aware of a tenant housing a pet without permission, they will be required to submit an application to the Association for permission within 14 working days.
- 5.10 Any tenant that holds a pet without permission, either through failure to follow this policy and submit a request, or through permission being refused, will be given 28 days to remove the pet. We shall provide guidance and assistance to the tenant on the safe rehoming of the pet. Should they fail to re-home the pet following this notice period, we may begin legal proceedings. This may include the requirement for the pet to be rehoused and may include seeking the termination of the tenancy.
- 5.11 Tenants must not leave pets in the property when they are away from the property for significant periods of time, such as going on holiday, unless clear arrangements have been made for their care.

## **6. Breach of Conditions**

- 6.1 If a pet causes damage to the property or to anything the Association is responsible for, the tenant should, in first instance, contact the Association and inform them of the damage. Any damage caused to the property by a pet may be considered under our Rechargeable Repairs policy.
- 6.2 Where there is a breach of conditions as outlined in this policy or if a pet is believed to be causing a nuisance, the Association will first contact the tenant to try and resolve the situation. This may involve signposting to relevant animal charities for support.
- 6.3 If the situation is not adequately addressed, the Association may issue a formal warning to the tenant, in accordance with our anti-social behaviour policies and procedures. This will specify what action is required to remedy the situation.

Where the matter is not resolved satisfactorily, the Association may withdraw permission for the tenant to keep the pet.

## **7. Responsible Pet Ownership**

- 7.1** The below guidance is intended to help owners provide the best care for their pets and meet their welfare needs. By understanding and addressing these needs, owners can not only improve their pets' well-being but also enjoy a stronger, more rewarding bond with them.
- 7.2** Looking after a pet can be expensive, including significant time and financial costs such as vet bills and food. Tenants should consider registering their pet with a local veterinary practice, and either take out pet insurance or have savings in case of any costly veterinary bills.
- 7.3** Keeping pets up to date with vaccinations and tick, flea and worming treatment is recommended.
- 7.4** Tenants should consider neutering pets and speak with a vet about their individual animals. Neutering can stop unwanted pregnancies and may prevent some behavioural issues and certain illnesses.
- 7.5** Microchipping is compulsory for dogs and recommended for other pets. It is a permanent way to identify your pet and keep them safe. Microchip details must be kept up to date for all animals.
- 7.6** Providing pets with suitable physical and mental stimulation will help to keep them happy and healthy.
- 7.7** It is a legal requirement to ensure that any pet dog wears a name tag displaying the owner's name and address while outside the home. Inclusion of a telephone number is also recommended.
- 7.8** Dog owners are responsible for their dog at all times and should be aware that it is a criminal offence to allow their dogs to frighten or injure a person in a public or private space.

## **8. Death of a Pet**

- 8.1** We would ask that all tenants advise us when their pet passes away.
- 8.2** We will not provide permission for a pet to be buried within the grounds of our properties.
- 8.3** Where a tenant's pet has passed away, they are required to seek permission should they seek to adopt another pet.

## **9. Equality & Diversity**

- 9.1** As a service provider and employer we recognise the requirements of the Equality Act 2010, oppose any form of discrimination and will treat all customers, internal and external, with dignity and respect. We recognise diversity and will ensure that all of our actions ensure accessibility and reduce barriers to employment and the services we provide.

