

DOMESTIC PETS (LSM) 2018

1.0 Purpose

- 1.1 The Association acknowledges that keeping a pet can offer significant health and social benefits to the owner.
- 1.2 The procedures detailed within this section are intended to facilitate the effective management of pets, ensuring that all reasonable steps are taken to comply with the Equality Act 2010, Animal Health and Welfare (Scotland) Act 2006 and all other relevant legislation.

2.0 References

- Animal Health and Welfare (Scotland) Act 2006
- Control of Dogs Order 1992
- Dog Fouling (Scotland) Act 2003
- The Control of Dogs (Scotland) Act 2010
- The Dangerous Dogs Act 1991
- The Dangerous Wild Animals Act 1976
- The Equality Act 2010
- The Microchipping of Dogs (Scotland) Regulations 2016

3.0 Definition of a Domestic Pet

The term domestic pet covers the following types of animal:

- Dog;
- Cat;
- Fish;
- Bird (caged);
- Rodent (e.g. hamster, gerbil, rat or mouse);
- Small non- venomous reptile (e.g. terrapin, tortoise);
- Non-venomous insect or amphibian (e.g. newt);
- Rabbit.

4.0 Number and Type of Pets

- 4.1 The normal standard will be no more than one or two pets (depending on type, size etc.) Each request will be looked at individually taking into account the needs of the service user, size of property, surrounding area and species of pet.
- 4.2 Requests for pets which would normally be housed externally such as rabbits, will be assessed on its merits and may be granted depending on local circumstances and the size of the hutch required in relation to garden ground.

- 4.3 Requests to erect a larger structure, for example a dog run, kennel, aviary or pigeon loft, will be considered in relation to garden size and possible neighbour nuisance. The Association may discuss such proposals with adjacent neighbours prior to consent being given.
- 4.4 The keeping of pets on a balcony will not be permitted.
- 4.5 Permission must be requested for large fish tanks. The size and weight of the fish tank when full of water will be taken into consideration, especially where the tenant lives in flatted property.

5.0 Application Assessment

5.1 Tenants, both new and existing, must request permission to keep any uncaged domestic animal (such as a cat or dog) or any exotic species of animal or reptile. The Association will then:

- Assess the request and decide if permission will be granted;
- Keep a record of what animals are being kept by the tenant;
- Issue the tenant with a standard agreement on pet ownership which will be signed by the tenant;
- Remind tenants of their responsibilities in relation to keeping a pet.

5.2 The Association will assess any application to keep a pet under the following criteria:

- Any potential for disturbance, nuisance or distress that the pet may cause to neighbours;
- The size and type of accommodation where the pet is to be kept;
- The number and type of pets already in the property;
- Any history of pet-related problems within the property or within the relevant locality;
- Whether the tenants has had pets before and has been unable to look after them properly without causing a nuisance or annoyance to others;
- Whether the pet will be kept for breeding purposes.

6.0 Restrictions to Keeping Pets

6.1 Tenants will not be granted permission to keep a dog which is prohibited by the Dangerous Dogs Act 1991 or by any other Statute or Regulation. The current list includes:

- Pit Bull Terrier;
- Dogo Argentino;
- Fila Brasileiro;
- Japanese Tosa.

6.2 Permission will not be granted for a tenant to keep livestock or farm animals, for example sheep, goats, pigs, cattle, horses, chickens, ducks etc.

- 6.3 Permission will not be granted if a tenant already has the maximum permitted number of pets.
- 6.4 Permission will not be granted for a tenant to keep a pet where the Association receives advice that the environment is unsuitable.
- 6.5 If the Association considers a tenant to be unfit to look after the welfare of a pet and fulfil their responsibility for keeping it under control, permission will only be granted where the tenant can evidence that alternative arrangements will be put in place. Permission will not be granted if the Association is of the opinion that the pet would be at risk of suffering.
- 6.6 The Association will consider any history of pet ownership the tenant may have, either in an Association tenancy or that of another landlord, when reaching its decision. Permission may be refused where records show a previous history of neglect or cruelty; or instances of irresponsible pet ownership, such as failure to control an animal.

7.0 Support Dogs

- 7.1 Permission to keep a support dog will be granted where a disabled tenant requests it and the animal has been provided by a recognised agency (such as Guide Dogs for the Blind, Support Dogs or Dogs for the Disabled). Where the property is not usually suitable for keeping a dog, a transfer to an appropriate property may be offered. In some circumstances a tenant may be given permission to keep a support dog in a property which would not usually be suitable for keeping dogs.

8.0 Removal of a Pet

- 8.1 The Association may request a pet to be removed from the property where:

- Permission has not been sought or it has been refused;
- Conditions applied to the written consent have not been adhered to;
- The pet has caused nuisance, distress or annoyance to any owner or occupier or property adjoining or within the locality of the property or has caused damage or destruction to any part of property owned or leased by the Association.

9.0 Appeals Process

- 9.1 All tenants have the right to appeal against a decision made by the Association in connection with their tenancy. Tenants can appeal if permission to keep a pet has been refused. The appeal should be made in writing within 28 days of the refusal.

10.0 Tenant Responsibilities

- 10.1 Tenants will be held responsible for the behaviour of any pets owned by or living with them. Tenants will be expected to take all reasonable steps to supervise and keep such pets under control and ensure that they do not cause nuisance to neighbours or deterioration to the condition of the property, common parts or the vicinity of the house. This includes fouling, noise or smell from the animal.

The Association may recharge a tenant for any costs incurred as a result of damage or cleaning up any mess left by a pet.

Dogs especially must be kept on a lead at all times when outside the property and dog faeces must be cleaned up immediately.

All dogs must be microchipped and have a collar displaying their owners name and address.

Tenants must also ensure pets are vaccinated and regularly treated for fleas and worms (if necessary) and not left unattended in balconies or closes.

10.2 Tenants will be required to sign a formal agreement confirming they are aware of and will abide by these conditions.

11.0 Review

This policy will be subject to review at least every 3 years.

George Tainsh
Director

13th December 2017

Policy Consultation and Review Process

Reviewed by Management Team & Assistant Housing Services Manager	6 th December 2017
Reviewed by the HSEHR Committee	13 th December 2017
APPROVED BY THE MANAGEMENT COMMITTEE	25th January 2018
Date of Next Review	December 2020