



Pets Policy (Ref: HM 14)

Purpose of Policy: The purpose of this Policy is to ensure that domestic pets do not cause a nuisance to other residents and visitors to their home and do not cause the physical environment within estates to deteriorate.

Policy Monitoring Details	
Department:	Neighbourhood Services
Author:	Alasdair Fraser
Status:	Association
Date Approved by Management Committee:	
Updated:	November 2018
Planned Review Date:	November 2023
Regulatory Outcomes Being Achieved:	<i>Not applicable</i>
Tenant Consultation Required:	<i>Not required</i>
Equalities Impact Assessment	<i>Assessment not required, however policy does make reference to assistance animals as the No Pets Policy applied at the Sandilands development could have had an adverse impact on someone who requires such assistance.</i>

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Appendix 1 – Extract from Scottish Secure Tenancy Agreement (SST)

1	Introduction
1.1	Manor Estates Housing Association (the Association) aims to provide all tenants with peaceful enjoyment of their homes and surrounding environment.
1.2	The Association recognises that many people benefit considerably from the companionship that a pet provides and tenants are permitted to keep one domestic pet if they do so responsibly.
1.3	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.
1.4	Through implementation of this Pet Policy, the Association aims to clearly establish its commitment to allowing tenants to keep a pet, but also to show how it will deal effectively with any problems associated with the keeping of pets.
1.5	The Association's Scottish Secure Tenancy Agreement (SST) sets out the tenants' responsibilities in respect of their pets in Section 2.5 (See Appendix 1).
2.	Pet Policy
2.1	Appendix 1 details the main principles which form the basis of this Policy.
2.2	Tenants are permitted to keep one domestic pet without acquiring permission from the Association, except at the Sandilands Close development which is designated pet- free. Should any tenant or member of a tenant's household residing in Sandilands Close require an assistance pet, permission would be granted, however this would be subject to adherence to all associated conditions.
2.3	Anyone wishing to have more than one pet should seek permission from the Association before taking ownership.
2.3	<p>For the purpose of this Policy, a domestic pet is defined as:</p> <ul style="list-style-type: none"> • Dog (see 3.1 for conditions); • Cat; • Domestic Bird (excluding pigeons and birds of prey); • Small domesticated rodent (e.g. hamster, rabbit, gerbil, guinea pig, mouse); • Fresh-water or tropical fish in a home aquarium; • Small reptile or amphibian kept in a terrarium (e.g. tortoise, terrapin, lizard).
2.4	The list of domestic pets as noted in 2.3 is not exhaustive and permission must be sought for any pets not listed.

3	Conditions for Keeping a Domestic Pet	
3.1	<p>Permission to keep a domestic pet is subject to the following conditions:</p> <ul style="list-style-type: none"> • Keeping the pet is not prohibited by the Dangerous Dogs Act 1991, the Control of Dogs (Scotland) Act 2010¹, or by any other law; • The tenant is responsible for the behaviour of a pet owned by them or by anyone living with them; • The tenant must take all reasonable steps to supervise and keep such a pet under control and ensure the pet is not left unattended in common or open areas; • The tenant must take all reasonable steps to prevent a pet causing nuisance, annoyance or danger to their neighbours. This includes fouling or noise or smell from the domestic pet; • The tenant must take reasonable care to see that a pet does not foul or cause damage to the house, their neighbour's property, anything belonging to the Association or anything the Association is responsible for, such as common parts; • The tenant must not breed animals. If a tenant's domestic pet gives birth, then the tenant will be given 2 months to find alternative homes for the animals. 	
4	Exceptions to the Standard Policy	
4.1	If a tenant wishes to keep more than one domestic pet or any other type of animal not specified as a domestic pet, he/she must first obtain written permission.	
4.2	Written permission requests for more than one pet will be dealt with within 28 days of receiving the request. If the Association does not reply within that period, permission is automatically granted.	
4.3	Any permission given may be subject to additional, specified conditions.	
4.4	The Association will not refuse the request without good reason. If permission is refused, reasons will be given.	
4.5	We may withdraw our permission if it appears that the keeping of a domestic pet is a nuisance to anyone in the neighbourhood.	
4.6	If a tenant objects to our decision, they can appeal using our complaints procedure.	
5	Breach of Conditions	
5.1	Where there is a breach of conditions as outlined in this Policy, the Association will issue one formal warning to the tenant. This will specify what action is required to remedy the situation.	

¹ Control of Dogs (Scotland) Act 2010 – Legislation.gov.uk - <https://www.legislation.gov.uk/asp/2010/9/contents>

	5.2	Where the matter is not resolved satisfactorily, the Association will withdraw permission for the tenant to keep the pet. Where necessary, we will initiate legal action to have the pet removed.
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Extract from Manor Estates' Scottish Secure Tenancy Agreement

Section 2.5

We have a policy on keeping pets and full details are included in your Tenants Information Pack. The main provisions of the pets' policy are:

- ❖ You have the right to keep one domestic pet;
- ❖ Keeping the pet must not be prohibited by the Dangerous Dogs Act 1991, or by any other law;
- ❖ You are responsible for the behaviour of a pet owned by you or anyone living with you or visiting you;
- ❖ You must take all reasonable steps to prevent any pet causing nuisance, annoyance or danger to your neighbours. This includes fouling or noise or smell from the domestic pet;
- ❖ You must take reasonable care to see that any pet does not foul or cause damage to the house, your neighbour's property, anything belonging to us or anything we are responsible for, such as common parts.