

PET POLICY

February 2017

Reviewed and Approved by MC: May 2019

1. OBJECTIVE OF THIS POLICY

This policy outlines Quadrant-Brownswood Tenant Co-operative's approach to the keeping of pets by its tenants.

QBTC accepts that keeping pets can offer significant benefits to their owners. However, irresponsible ownership can also cause nuisance to others living nearby and so it is necessary to have some rules to ensure that neighbours are not adversely affected.

This policy is intended to outline the conditions under which tenants may keep animals in accommodation owned by QBTC and covers the following issues;

a) What pets can be kept and in what circumstances

The process current or prospective tenants must go through with regards to the application to keep a pet/s. The actions QBTC will take where pets are kept without permission, inappropriately or cause nuisance to neighbour's

b) The rules regarding having visiting pets

Applicants for Housing

Applicants for housing are asked to indicate on their application form if they intend to keep a pet. This will not prejudice their application unless they plan to keep a pet for which permission would not be granted. If this is the case then this matter must be resolved before an offer of accommodation is made.

Tenancy Agreement

This policy sets out the basic rules regarding the keeping of animals and forms a part of a Tenancy Agreement. The basic rules are as follows:

- Residents must not keep a pet (for definition/ pets that are allowed see 'What pets can be kept?') without prior consent from the Co-op
- The Co-op may withdraw consent if nuisance is caused or if it is considered that
- the number of animals should be restricted
- If an animal fouls in an area it should be cleared up immediately by the owner.
- Pets must not cause a nuisance to neighbours, staff or Visitors; this includes noise
- nuisance and animals which are allowed to stray
- Pets must not cause damage to the property and residents will be charged for any
- damage caused to the property
- Tenants cannot run a business from their homes: this includes breeding animals for sale or running a boarding kennels

Registered Assistance dogs - such as guide dogs for the blind, hearing dogs for the deaf or dogs for the disabled will always be permitted. Any tenant eligible for one of these dogs will still need to seek permission from the Co-op prior to making any agreement with the assistance dog organisation about the provision of such an animal.

As a part of a Tenancy Agreement this policy forms part of a legally binding agreement, and failure to adhere to it will be taken as a breach of the Tenancy Agreement and legal action, including the termination of the tenancy (eviction) will be taken.

a) What Pets can be kept

Tenants should seek permission to keep pets in all circumstances as this allows QBTC:

- To record what animals are being kept in a property;
- To issue the tenant with a standard agreement which the tenant signs to indicate their agreement and commitment to abide by the rules of pet ownership as set out in this policy. Permission will normally be granted for small domestic animals as listed in this policy providing that any tenant has no more than a maximum of 2 pets.

Under no circumstances will permission be granted to keep any of the following:

- Dogs, in properties where there is no direct access to a private garden space
- Poultry, ducks, pigeons, or other livestock, e.g. sheep, goats, pigs, cattle, horses
- Caged birds or any animal listed in the Schedule of the Dangerous Wild Animals Act 1976 - examples of animals registered under this act are certain types of venomous snakes, certain types of spider and various breeds of monkey - this is only an example and not an exhaustive list
- Any pet where a household already has 2 pets authorised by QBTC;
- Any animal listed as a rare or protected species and legally banned from being kept as pets
- Any other animal which is a nuisance to neighbours

Permission may not be granted where there is an on-going problem with pet ownership in the household or there has been a problem in the past.

The following is a list of pets that a tenant will normally be given permission to keep. This list is not exhaustive and permission for any other animals must still be sought. Each case will be reviewed separately:

- fish which can be kept in a tank;
- Small domestic animals: such as rabbits or certain types of rodents e.g. gerbils, guinea pigs or hamsters
- where no more than one pair will be kept
- Cats – QBTC recommend that they are neutered
- Dogs – (apart from those listed as deemed dangerous by the dangerous dogs act 1991) permission from neighbours (if applicable) in a shared house with shared garden space.
- If pets on the list do cause a nuisance you will be asked to re home them.

We will acknowledge any application within 7 working days of the date of receipt. Applicants will receive a decision in writing within 28 days of receipt. If permission is granted, any conditions to such permission will be included in this response. If permission is declined, reasons for refusal will be provided. In all cases the right to keep a pet will be balanced against the right of other tenants not to be disturbed, distressed or annoyed by a tenant's pet.

Any permission given is for one pet only. If you want to get another pet or replace a pet, then you must apply again.

General

The Co-op encourages responsible pet ownership. However, ownership is a privilege, not a right, and tenants must comply with these guidelines and ensure their animals' welfare. Failure to do so will result in enforcement action by the Co-op which could include eviction from the property.

Whilst not expressly written in your Tenancy agreement, it is an implied term that you are responsible for the behaviour of your pet in your home, garden, shared and surrounding areas. It must not cause a nuisance, annoy or disturb anyone.

As part of the Tenancy Agreement, tenants agree to make good any damage caused to their / another's property. This condition would apply equally to damage caused by their pets. Most damage caused by pets is due to lack of supervision or control of the pet and, therefore, tenants must act responsibly to prevent this.

Tenants must not breed any animal kept in a QBTC property or offer any animal for sale from the property under any circumstances. If an unwanted pregnancy occurs then all measures must be taken to re home the litter. The control of pets and any pets visiting the property is the responsibility of the tenant. If cats are allowed free access outside then you must take steps to ensure that they do not cause a nuisance to your neighbours.

No pet should be left in the property when the tenant is away for any extended period of time, unless arrangements have been made to provide adequate care. In general this will require the pet to be boarded elsewhere but close supervision by a neighbour may be adequate for some animals.

If a caged / contained pet escapes, then the Co-op must be informed to ensure that other tenants or properties are not placed at any risk. The tenant must make all efforts to ensure the recapture of the pet, but should the Co-op deem it necessary, then a professional service may be engaged to perform this duty and the cost recharged to the tenant.

b) Visitor's pets

Tenants are responsible for the behaviour of pets visiting their property, and the same rules regarding not allowing a visiting animal into the shared garden etc apply.

If you are looking after a pet for a friend / relative and the pet is deemed to have caused any nuisance, permission to have further visiting pets can be removed. Having a visiting pet that causes a nuisance and is not removed when requested will be considered as anti-social behaviour for which you would be responsible. This could result in enforcement action by QBTC which could include eviction from the property.

Removal of a pet

QBTC will request that a tenant removes their pet/s from the property where:

- Permission has not been sought;
- Conditions applied to the written consent have not been adhered to;
- The pet is found to have caused nuisance, distress or annoyance to any tenant;
- should there be complaints that are upheld after investigation by the Co-op;
- Should the pet have caused damage or destruction to any part of the property owned by QBTC that the pet owner has refused to make good at their expense

Appeals Process where permission is refused

Any appeal on a decision to refuse permission to keep a pet should be made to the Management Committee, via our Managing Agent, in the first instance. Where the decision is upheld then the tenant can pursue any further grievance through the Co-op's Complaints Procedure.

Failure to adhere to this policy

Failure to adhere to the regulations stated in this policy will result in Failure enforcement action by QBTC which could include eviction from the property. Should QBTC have need to require a tenant to re-home a pet due to problems / nuisance failure to adhere to policy, then the tenant will be given 28 days in which to re-home the pet. A NTQ will also be served and should the tenant fail to re-home the pet within the 28 days then eviction proceedings will be actioned.

Dealing with cruelty and neglect

Where a member of the Co-op witnesses cruelty or neglect of a pet they will report this to the RSPCA. Where cruelty or neglect is reported to the Co-op Management Committee by a third party they will also report this to the RSPCA making it clear they have not witnessed this themselves.