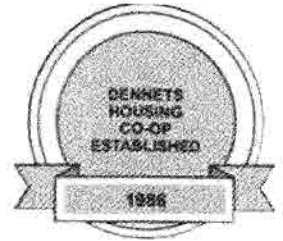


Pets Policy



Introduction

This policy outlines Dennetts Co-op's approach to the keeping of pets by its tenants. Dennetts Co-op 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 Dennetts co-op and covers the following issues:

- 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 Dennetts Co-op will take where pets are kept without permission, inappropriately or cause nuisance to neighbours
- 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 Pet's 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 any 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 any property
- Tenants cannot run a business from their homes; this includes breeding animals for sale or running a boarding kennels.

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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.

What Pets can be kept

Tenants should seek permission to keep pets in all circumstances as this allows the Co-op

- To record what animals are being kept in a property and
- 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 or
- Poultry, ducks, pigeons, or other livestock such as sheep, goats, pigs, cattle, horses or
- 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 or
- any pet where a household already has 2 pets authorised by the Co-op or
- any animal listed as a rare or protected species and legally banned from keeping as pets or
- 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 however, and there may be times or reasons that require this list to be adapted / changed:

- Fish which can be kept in a tank with a capacity of less than 21 litres
- Small domestic rodents such as rats, gerbils, guinea pigs, rabbits and hamsters where no more than one pair will be kept - these must be neutered to ensure that offspring do not break the maximum of 2 pets per property rule

- Cats - providing they are neutered

Any pet not on the list do still require formal permission, if pets on the list do cause a nuisance you may still be asked to get rid of them.

We will acknowledge any application within 7 working days of the date of receipt of the application. Applicants will receive a decision in writing within 28 days of the receipt of the written application and this will contain any conditions attached to such permission or reasons for its refusal. 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.

Your Tenancy agreement says 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 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.

All pets must be registered with the Co-op. Cats should be neutered / spayed, and the certificate from the vet / organisation that performed the procedure will need to be given to the Co-op BEFORE any permission can be given to keep the cat as a pet. All larger pets such as dogs must be micro chipped and the details provided in the application to the Co-op.

Any animal listed in the Schedule of the Dangerous Wild Animals Act 1976 may not be kept. This is to protect the health and safety of any residents and those working for the Co-op who may come in to contact with them.

Tenants must not breed any animal kept in a Co-op property or offer any animal for sale from the property under any circumstances.

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. If cat mess is found in the shared or other tenants gardens, then all cat owners can be asked to clear the mess up, there is no requirement to prove which particular cat produced the mess.

No pet should be left in the property when the tenant is away unless clear 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 is to be born by the tenant.

Consultation and Review

The Co-op has consulted with its members, and all were given the opportunity to have input into the forming of this policy. This policy will issued to all new tenants at the time of the tenancy sign up. Information to existing tenants will be given in writing, and a copy of the policy made available upon request.

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 will be in a Co-op property for more than 1 night and up to a maximum of 7 nights, you must inform the Co-op Chair or Secretary, who will let other Co-op members know and also give permission. All rules and regulations as stated in this policy, such as having a maximum of 2 animals in any property, must be adhered to.

Not asking permission and then having a visiting pet or having a visiting pet that causes a nuisance and is not removed when requested will result in enforcement action by the Co-op which could include eviction from the property.

Removal of a pet

Dennetts Co-op 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 the Co-op 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 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 the Co-op which could include eviction from the property. Should the Co-op 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.

Application to keep a pet in a Dennetts Co-op Property

I hereby apply for permission for _____ (tenants name)
To keep the pet/s detailed below at _____ (address)

Complete details below where appropriate. If applying for more than one pet, please complete one application per pet.

Species: _____
Breed: _____
Sex: _____
Age: _____
Approximate body weight (Kgs): _____
Micro chipped number: _____

The Co-op's Pets Policy has been fully explained to me and I understand that any breach of these conditions will be treated as a breach of my Tenancy Agreement. I understand that, should the Co-op receive complaints, permission to keep a pet may be withdrawn.

Signature _____
(The tenants(s) who acknowledge receipt of a copy of this Agreement).

Address _____

Signature _____
(Dennett's Co-op Management Committee Member and position held)

Address _____

Date _____

