



Pet Policy



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1 Introduction

Harrogate Housing Association (HHA) needs to set out its approach to keeping pets in your home. This policy defines the basis on which decisions will be made should customers have or wish to get a pet.

The policy is designed to provide a clear, consistent, and reasonable approach to granting or restricting pet ownership. The Association will advise the customer of the requirements that they need to have in place and to ensure that these are and remain in place during their tenure.

HHA recognises that responsible pet ownership can contribute to the psychological and physical wellbeing of customers and their families. It also recognises that irresponsible pet ownership can not only cause suffering to animals but can cause nuisance and annoyance to other customers and the communities they live in. HHA in its management of pet ownership will ensure that our customers' pets do not infringe on the right of others to the peaceful enjoyment of their home.

2 Aims and Objectives

HHA aims to encourage responsible pet ownership and ensure that issues of nuisance, cruelty or neglect are dealt with appropriately and effectively.

The policy's objectives are to set out clearly: -

- The conditions under which customers will be granted permission to keep a pet.
- The circumstances where permission will not be granted.
- The actions that will be taken where conditions are broken.

3 Responsible Pet Ownership

All customers must request permission from HHA to keep any pet. There will be some pets or breed of pet for which the Association reserves the right to refuse permission. These are set out in the Refusals and Exclusions part of the policy. Permission will not unreasonably be withheld.

All customers should request permission in writing/email to HHA **BEFORE** taking ownership or taking temporary care of a pet. For existing customers with pets, we will ask them to adhere to the requirements of this policy and to sign a Responsible Pet Owners agreement. If an applicant for housing has an existing pet, the Neighbourhood Officer will consider whether the pet would be allowed under the terms of this policy and an offer of accommodation may be refused if the pet is not allowed.

Pets that are permitted

Permission for a pet may be granted on the criteria below and on condition that customers must sign the Responsible Pet Owner agreement (Appendix 1).

- Small domestic animals which are permanently housed in cages, bowls or tanks inside the home and do not need to be allowed outside the property. These can be small birds, fish, hamsters, mice etc. If the home has a small garden, then permission could be granted for small pets in hutches such as rabbits, guinea pigs and on the proviso that numbers are kept low (no more than 3).
- Permission may be granted for up to 2 animals that are either cats or dogs (2 dogs or 2 cats or 1 of each). This is because HHA homes are size limited.
- Flats with no access to gardens are only allowed to keep pets housed in cages, bowls and tanks (assistance animals exempted).
- Guide dogs, hearing dogs or any other assistance animals are automatically granted permission for customers or any member of their family normally living with them.

4 Permissions

When considering granting permission for a pet HHA will aim to be reasonable in its decision making and be clear to customers what their responsibilities are.

Permission will be granted: -

- If customers agree to sign the responsible pet owners' agreement and their pet is not listed in the excluded categories.
- They act in a responsible way for the health and welfare of their pet/s and in accordance with the Animal Welfare Act 2006.
- They understand their duty of care to provide for their pet/s health, welfare, and ensure the pet has a suitable place to live.

Permission is subject to the following requirements: -

- Customers accept that they are responsible for the behaviour of any pets owned by themselves, members of their household or visitors to their home.
- Pets must be kept under control and suitably supervised.
- Pets must not cause a nuisance or annoyance to neighbours or visitors, staff, or contractors. This includes noise, fouling and damage to property or causing neighbours to feel threatened by the lack of control from owners.
- Dogs must be kept on a lead in common areas and shared gardens.
- Customers are responsible for any damage caused by their pet to either their home or neighbouring properties or communal areas.
- Pets, with the exception of cats, should not roam unsupervised, they must not be a nuisance to neighbours, or foul any communal, shared area or any other property, including shared garden areas.
- Pets are only allowed in communal/shared areas to gain access to your home.

- Pets must be kept under control when our staff, agents or contractors are visiting the property or kept in a separate room if requested.
- If you have a garden, you must keep the garden boundaries secure to stop your pet(s) escaping.
- Your garden or yard area must be free from animal excrement.
- Customers must make sure their pet does not damage our property. If it does, you will be recharged the cost of any repairs. If you allow the nuisance or damage to continue, we may take legal action against you under the terms of your tenancy.
- Commercial breeding from our properties is not allowed.

5 Refusals and Exclusions of Pets

What Pets are NOT allowed?

HHA will not give permission for the following categories of pets

- Dogs listed as dangerous, and as defined by the Dangerous Dogs Act 1991, will **NOT** be allowed in any home or communal area owned by HHA. This includes but is not limited to Pit Bull Terrier, Japanese Tosa, Dogo Argentino, XL bully and Fila Brasileiro.
- Wild, endangered, and/or poisonous animals/pets.
- Farm Animals, such as pigs, donkeys and chickens.

6 What we expect from you as a Pet Owner

As our customer we will expect that you will conform with The Animal Welfare Act 2006, which applies to the general welfare of all animals.

The Act means anyone responsible for an animal must take reasonable steps to make sure the animal's needs are met, including:

- Provide a suitable place for the animal to live.
- Give them a suitable diet.
- Make sure they exhibit normal behaviour patterns.
- House them with, or apart from, other animals (if applicable)
- Protect them from pain, injury, suffering and disease.

HHA reserves the right to impose any other condition, where it is appropriate in the interests of other customers, staff, or the animal itself.

7 What are your responsibilities as a Pet Owner

It is an offence to cause unnecessary suffering to an animal. If we have reason to contact you about any of the following, we will expect you to find a solution to the problem: -

- The condition of your property where your pet is kept (including garden and shared areas)
- The welfare of your pet(s)
- Justified complaints from neighbours

If you do not find a solution, then you will have to rehome your pet(s). This means you will no longer have permission to keep pet(s).

If you do not rehome your pet, we may take legal action under your tenancy agreement and we may also make a referral about this to the RSPCA if it is reasonable to do so.

8 Nuisance and Anti- Social Behaviour

You must ensure that your pets do not cause a nuisance or annoyance to neighbours or their visitors. If they do, this will constitute a nuisance under the terms of your tenancy and as a result could mean that action will be taken against you.

A pet must never be used as a weapon to cause harassment and/or intimidation. If you are suspected of having a dangerous dog, we will contact the police. If a dog or other animal is causing a nuisance, please contact us and also visit our Tackling Anti-Social Behaviour Policy on our website www.hhal.org.uk.

If you suspect that a neighbour is guilty of cruelty or neglect towards an animal, then you can contact [RSPCA](http://www.rspca.org.uk) <https://www.rspca.org.uk/utilities/contactus/reportcruelty>

9 Monitoring

HHA will monitor compliance under the Policy. This as a minimum will be carried out at the biannual Home Review of our customers' homes. If the Association receives information or there are reports of nuisance or neglect, we will act as soon as possible.

Appendix 1



Responsible Pet Owner Agreement

Harrogate Housing Association gives permission for you to keep the following pets:-

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a pet, as long as you sign up to and abide by the following criteria:-

- I/We have read and agree to comply with the terms of our tenancy agreement.
- I/We have read and agree to the requirements set out in the Pet Policy.
- I/We agree and understand the requirements on me/us to be a responsible pet owner as defined by the Pet Policy.
- I/We understand that if Harrogate Housing Association (HHA) receive a justified complaint about my/our pet(s) and it is shown to impact neighbours or the community then I/We will agree to find a solution to the problem in a reasonable time. If I/We fail to do so it is agreed that I/We will rehome the pet(s) in an agreed time frame.
- I/We understand that if this does not happen then HHA may take legal action which could result in the loss of my/our home.

Signed as Understood and agreed

Customer Name

Customer Name (joint tenancy)

Address

Signed.....Signed (joint tenant).....

On behalf of Harrogate Housing Association

Job Title.....

Signed.....

Dated