



HP16 Pets Policy

Document No. HP16 Version: 2
Responsible Officer: Director of Housing
Date Approved: 28 March 2024
Review Date: March 2029
Regulatory Standard: 1, 2, 5



INVESTOR IN PEOPLE

Providing homes, supporting communities



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1.0 Hjaltland Values

Our Vision

Providing homes, supporting communities

Our Values

Teamwork

Working together as one team, to the benefit of our customers. To demonstrate and extend trust in each other.

Open, Honest & Inclusive

We offer a people focused service that is centred in fairness and integrity. We believe in being open, honest and respectful in everything we do.

Ownership

We expect our staff to take responsibility for their actions and give them the freedom to do their job in a positive working environment.

Quality

We value quality in everything we do from the standard of our product to the level of service we provide. We take pride in making a difference in communities and providing continuous improvement.

Innovation

We seek to ensure we have sustainable housing, fit for future generations, maintained and developed to the highest possible standard.

2.0 Introduction

Under the terms of their tenancy agreement with Hjaltland Housing Association Limited ('The Association'), tenants have a right to enjoy their home.

The Association accepts that, for some tenants, this may include keeping a pet, and acknowledges that keeping pets can offer significant health and well-being benefits to their owners. The Housing (Scotland) Act 2001 specifies a tenant's right to consultation. The Association's Pets Policy has been developed after full consultation with tenants and other customers and with the support of the Tenant Focus Group.

Irresponsible pet ownership can cause a nuisance to other tenants and staff, as well as suffering for the animal(s). It is, therefore, essential to have a policy in place which outlines the conditions relating to keeping pets in the Association's properties. The purpose of the Pets Policy is to provide guidance to staff and tenants on the type and breed of animals permitted with conditions, within Association properties.

3.0 Policy Statement

Hjaltland Housing Association and our employees recognise the legal obligations placed on them by current statutory provisions and regulations applying to its activities, and aims to:

- Ensure that measures and procedures enable tenants to keep pets, whilst ensuring that others are not adversely affected by this.
- Hjaltland aims to encourage responsible pet ownership and ensure that issues of pet nuisance, cruelty or neglect are dealt with appropriately and effectively.

Employees [and any sub-contractors] have a duty to co-operate in the operation of this policy by fulfilling the responsibilities placed upon them.

The policy will specify the following:

- Conditions under which tenants will be granted permission to keep pets
- Instances where permission will not be granted
- Action to be taken where conditions are broken

Signed

Ian
Director of Housing

Date: [FULLDATESIGNED] Planned Review Date: [FULLDATEPLANNED]

4.0 Legislation

The Regulatory Framework is based on the Housing (Scotland) Act.

Hjaltland Housing Association has a range of duties, obligations and responsibilities placed on them by legislation and through statutory guidance. These include achieving the standards and outcomes in the Scottish Social Housing Charter, duties to help people who are homeless, duties around the safety of tenants' homes, and promoting equality and human rights.

Hjaltland Housing Association also have requirements placed on them by other regulatory bodies, including the Office of the Scottish Charities Regulator, the Equality and Human Rights Commission, the Care Inspectorate, Audit Scotland and the Scottish Public Services Ombudsman.

Hjaltland Housing Association will ensure that we meet all of our legal duties and responsibilities and that we adhere to relevant guidance and the requirements of other regulators.

Relevant Regulatory Standard: 1, 2 and 5

The following relevant legislation has been considered whilst developing the Pets Policy:

- The Dangerous Wild Animals Act 1976
- The Dangerous Dogs Act 1991
- The Dangerous Dogs (Designated Types) (Scotland) Order 2024
- The Litter (Animal Droppings) Order 1991
- The Control of Dogs Order 1992
- The Dangerous Dogs (Amendment) Act 1997
- Clean Neighbourhoods and Environment Act 2005
- The Animal Health and Welfare (Scotland) Act 2006
- The Microchipping of Dogs (Scotland) Regulations 2016
- The Equality Act 2010

The Housing (Scotland) Act 2001 – specifies a tenant's right to be informed about the terms of their tenancy. There is nothing specific in the statute regarding the keeping of pets; however, The Association will ensure it complies with a tenant's right to information by including a contractual term in the Tenancy Agreement clarifying its position on this matter.

The Equality Act 2010 – it is a legal requirement of this act that The Association cannot discriminate against a disabled person, and this includes discrimination against a person with an 'assistance dog'. Examples of assistance dogs can be: guide dogs and hearing dogs for people with sensory loss; dogs to support people with disabilities; and they must be allowed under the terms of his act.

The Animal Health and Welfare (Scotland) Act 2006 – came into force in 2006 and introduced the concept of a ‘duty of care’, which means that people are legally obliged to ensure the welfare of the animals in their care. Although any pet would not be in the direct care of the Association itself, this act will inform the conditions it lays down for tenants owning a pet, and the circumstances under which permission may be withdrawn, or further action taken.

The Dangerous Dogs Act 1991 – makes it an offence to keep specific breeds of dogs and must be taken into account when granting permission to a tenant to keep a dog.

The Dangerous Dogs (Designated Types) (Scotland) Order 2024 - Further to The Dangerous Dogs (Designated Types) (Scotland) Order 2024 owners of XL Bully dogs must ensure their dogs are muzzled and, on a lead, when in a public place. Selling, gifting, or exchanging XL Bully dogs will also be prohibited. It will remain legal to own an XL Bully dog after 23 February. From 1 August 2024, it will be an offence to own a XL Bully dog without an exemption. Owners of an XL Bully dog will need to apply for an exemption on or before 31 July 2024 to be able to continue owning their dog

The Dangerous Wild Animals Act 1976 - aims to ensure that where private individuals keep dangerous wild animals, they do so in circumstances which create no risk to the public and safeguard the welfare of the animals. Licences are required from the local authority for any animal which appears on a schedule to the Act.

5.0 Restrictions

Whilst the Association will take a fair and reasonable approach when considering requests to keep a pet, the following list will not be permitted under any circumstances.

Any mammal, bird or invertebrate that requires a license under The Dangerous Wild Animals Act 1976, The Dangerous Dogs Act 1991 and subsequent amendments of these acts. Any hybrid (a hybrid dog itself is not a breed, it is a mix of more than one purebred dog) of domestic dog and those identified in the Dangerous Wild Animals Act 1976 that require licensing.

Further to this, Section 1 of the Dangerous Dogs Act 1991 prohibits four types of dog:

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

It is a criminal offence for a dog owner to be in possession or custody of any of the listed dogs, unless a certificate of exemption is in force. These breeds are not permitted in Association properties.

- Any hybrid of domestic cat and those identified in the Dangerous Wild Animals Act 1976 that requires licensing.
- Any type of farm animals e.g. sheep, goats, pigs, cattle, horses and ducks.
- Any type of bird of prey e.g. kestrel, buzzard, owls.
- Primates, including all species of monkeys.
- Any animal that requires external kennels, runs, and aviaries with the exception of hens (see section 5)

Further to The Dangerous Dogs (Designated Types) (Scotland) Order 2024 owners of XL Bully dogs must ensure their dogs are muzzled and, on a lead, when in a public place. Selling, gifting, or exchanging XL Bully dogs will also be prohibited. It will remain legal to own an XL Bully dog after 23 February.

From 1 August 2024, it will be an offence to own a XL Bully dog without an exemption. Owners of an XL Bully dog will need to apply for an exemption on or before 31 July 2024 to be able to continue owning their dog.

6.0 Granting Permission to Keep a Pet

- Dogs (refer to section 5)
- Cats (refer to section 5)
- Birds
- Rabbits
- Guinea pigs
- Chinchilla
- Rats
- Hamsters/ Gerbils/ Mice
- Fish
- Hens – maximum of three (cockerels/roosters are not permitted) – see 5.4

Tenants, both new and existing, must request permission from The Association in advance to keep any uncaged domestic animal, such as a dog or cat, or for any exotic species of animal or reptile. Anyone wishing to keep a pet should contact their Housing Officer who will send out the Pets Agreement form [Appendix 1]. This must be returned to the office and our permission granted prior to obtaining a pet.

Permission will not be granted for fish tanks with a volume of 150 litres or more as this exceeds the load-bearing capacity of our properties.

Cockerels and roosters are not permitted. A maximum of three hens will be permitted provided they are not kept in communal areas and are kept in an enclosed run of adequate size.

Permission will normally be granted for a maximum of two pets, subject to the following conditions:

- The tenant returns the signed Pets Agreement to the Association.
- Tenants are responsible for the behaviour of any pets owned by themselves or by anyone living with them or visiting them. They must ensure that pets are supervised, kept under control and do not cause nuisance or annoyance to neighbours, visitors, Association staff or contractors. This includes fouling, noise and odours from pets. Dogs must always be kept on a short lead in common areas, shared gardens and Association grounds, and are not permitted out with a tenant's property unaccompanied.
- Tenants must ensure their pets do not cause damage or deterioration to their own, their neighbours', or any other Association owned property; any common parts; or any garden or landscaped areas. This includes damage caused by pet fouling. The Association will require that any such damage is either made good by the tenant or be treated as a rechargeable repair.
- Tenants are responsible for cleaning up dog or cat faeces immediately and should ensure that dogs are not permitted to toilet in communal paths, hallways or grassed areas. It is recognised that due to

the independent nature of some cats, it may not always be possible to clean up faeces immediately, but every effort should be made by cat owners to ensure their cat does not cause a nuisance to others.

- The Association will reserve the right to withdraw any permission and require the removal of a pet which is causing nuisance or damage if the tenant has either been unable to remedy the situation or has refused to take any remedial action.
- Tenants are legally responsible for the health and welfare of any pet, and they must ensure it has a suitable environment; a suitable diet; receives sufficient exercise; is able to exhibit normal behaviour patterns; and is protected from pain, suffering, injury and disease. The animal's need to be housed with or apart from other animals should also be considered.
- Tenants must ensure that their pet is registered with a vet and receives standard routine healthcare, such as vaccinations, annual boosters and regular parasite control measures, as well as appropriate treatment for any illness(es).
- All dogs over the age of 8 weeks must be microchipped under the Microchipping of Dogs (Scotland) Regulations 2016.
- Tenants must make suitable provision for a pet should they become unable to take care of it, either on a temporary or permanent basis. In such circumstances, if this has not been arranged, staff will contact the appropriate authorities to arrange for the care of a pet and the tenant will be liable for any charges arising from this.
- Tenants must not normally leave any pets alone in the property for any prolonged period of time if they are away, and never overnight, unless clear, suitable arrangements have been made to provide adequate care. In general, pets would require to be boarded elsewhere.
- The Association will reserve the right to withdraw any permission where a tenant has been negligent in their care of a pet; or where a tenant can no longer meet the basic welfare needs of a pet and is unable to or has refused to make alternative arrangements for its care.
- Other than communal corridors and stairways, pets will not be permitted in any communal areas.
- Tenants are prohibited from breeding or selling animals on a commercial basis from any Hjaltland owned property.
- The Association will reserve the right to impose any other condition on a specific case where it is felt to be appropriate in the interests of other tenants, staff, or the animal itself.
- Tenants, or their legal representative, must sign a formal agreement confirming they will abide by these conditions.

Written permission is not normally required for small, caged animals and birds or for fish tanks under 150 litres; however tenants owning such pets will still be bound by the conditions stated in this policy regarding responsibility for any nuisance or damage and for animal welfare. Should any concerns be raised, the Association will refer to any available guidelines issued by those agencies stated previously. If requested, the Association can source information and advice for tenants on suitable numbers, environments and welfare needs of such animals.

Written permission is not required for assistance dogs; however, tenants are still responsible for their animal's behaviour and its welfare. Owners of assistance dogs should advise the Association of the dog's existence in case of fire/flood, etc. Any concerns raised regarding behaviour and/or well-being of the dog would be dealt with in the same way as stated at Section 7.

Tenants wishing to construct outside accommodation for a pet must apply for prior written permission from the Association. This would be applicable only where the Association property had a garden for the tenant's sole use. Any such application must include details of the species to be housed and plans of the proposed construction.

Communal pets will not be permitted due to the difficulties involved in ensuring the ongoing responsibility for the animals' welfare.

In the event of tenants being decanted and being unable to take their pet(s) with them, the Association will support them in sourcing suitable temporary accommodation for the animal(s).

7.0 Reasons for Refusing Permission to Keep a Pet or Pets

Dogs listed by the Dangerous Dogs Act 1991, any animal listed in the Schedule of the Dangerous Wild Animals Act 1976, and any animal prohibited by any other law will not be permitted in Association property.

Permission will not be granted for a tenant to keep livestock or farm animals, for example sheep, goats, pigs, cattle, horses and ducks, with the exception of chickens (see section 4).

Permission will not be granted for a tenant to keep a pet where The Association receives advice that the environment is unsuitable.

If the Association considers a tenant to be unable 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 to meet the conditions set out at

Permission would not be granted if The Association were of the opinion that the pet would be at risk of suffering.

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.

8.0 Consequent Action if Conditions for Keeping a Pet are Broken

If any of the conditions stated in this Policy and within the Pet Agreement (or any other particular conditions which have been imposed for a specific case) are broken, appropriate action will be taken as detailed below.

The Association will investigate any issues raised according to the Anti-Social Behaviour Policy, or the Complaints Policy as appropriate. Where a complaint is upheld following investigation, the tenant will be given the opportunity to rectify the situation, and undertake remedial action as agreed with the Association.

The Association will aim to ensure that tenants receive advice and support on pet management issues necessary to help them keep their pet and resolve any problems to the satisfaction of all parties concerned.

However, The Association will reserve the right to withdraw its permission and require the removal of a pet where remedial action fails to resolve an issue and no other solution is available. In such cases, the tenant must make arrangements for the pet's permanent removal from the property within two weeks of the permission being withdrawn.

Legal action, in the form of an interdict requiring a tenant to cease keeping the animal, would only be taken as a last resort where a tenant refused to co-operate to address concerns in relation to a pet; or where a problem could not be managed and no other course of action was available.

If pets are found to have been left behind in a property when a tenancy has ended, The Association will contact the appropriate authorities to arrange for their safe removal and care and any associated costs recharged to the outgoing tenant.

If it has been found that a tenant has neglected a pet's welfare, or mistreated or caused unnecessary suffering to a pet, then The Association will notify the appropriate authorities. Where this is brought to the attention of The Association by a third party, then they will also be advised to report it to the appropriate authorities. In such cases, permission to keep a pet in Association property will be withdrawn and never granted again at any time.

9.0 Consequent Action if a Pet is Kept Without Permission

If a tenant is found to be keeping an uncaged pet or pets without The Association's permission, then they must apply for permission within two weeks.

Normally permission will be granted, unless one of the categories listed at Section 4 applies. Where permission is granted, the tenant must agree to abide by the conditions set out at Section 5 and within the Pets Agreement.

Where permission is refused, the tenant must make arrangements for the permanent removal of the pet within two weeks.

If the tenant fails to comply, then legal action may be considered.

10.0 Encouraging Responsible Pet Ownership

The Association aims to encourage responsible pet ownership by the following means:

- Making it a requirement that pets must be registered with a vet and receive regular treatment.
- Highlighting to tenants the benefits of neutering and legal responsibility of micro-chipping their animals and encouraging them to discuss this with their vet.
- Advising tenants about the benefits of pet insurance.
- Encouraging tenants to undertake training of a pet, where appropriate. This can contribute to the well-being of the pet itself, as well as helping the tenant to ensure they can keep the animal under control and prevent it from causing nuisance to other tenants, staff or visitors.

The Association will encourage tenants to take into account what animal would fit in with their lifestyle and be realistic about their physical abilities when considering pet ownership.

11.0 Controlling Pets when the Association or Contractors Attend the Property

From time to time the Association will need to carry out surveys, inspections, maintenance works, etc. During these times we will require the following to be carried out:

- All tenants will ensure the pet will be kept secure in another room, tank, cage or removed from the property while the visit takes place, for the duration of any visit.

12.0 Equal Opportunities

The Association aims to promote equality and diversity and operate equal opportunities policies which inform all aspects of its business. It will ensure that it adheres to the Equality Act 2010 by being committed to equal and fair treatment for all and opposed to any form of unlawful discrimination.

As such, when considering requests to keep a pet in an Association property, no one will be treated differently or less favourably than others because of any of the protected characteristics as listed in the Equality Act 2010:

- Disability
- Gender
- Gender reassignment
- Pregnancy and maternity
- Race, colour or nationality
- Sexual orientation
- Religion or belief
- Marriage or civil partnership, or
- Age

or because of any other condition or characteristic which could place someone at a disadvantage were it to be taken into account, unless this can be objectively justified in terms of the legislation.

The Association will make reasonable adjustments for disabled people in that assistance dogs will not require permission (see Section 5.7), although tenants will still be responsible for the behaviour and welfare of the animal.

Upon request, The Association will make this policy available in alternative formats, such as large print, audio tape, Braille, and community languages, if required.

13.0 Related Policies, Document & Forms

Policies

- HP16 Pets Policy

Documents

- TD41 Uncontrolled Pet
- TD42 Pet Permission
- IA30 Pets at Work inc Tenant Properties Audit

Forms

- F148 Pet Permission Form

14.0 Equality, Diversity and Human Right Impact Assessment

The Association is committed to promoting positive measures that eliminate all forms of unlawful or unfair discrimination on the grounds of age, disability, gender reassignment, marriage & civil partnership, pregnancy & maternity, race, religion or belief, sex, sexual orientation. Our aim as landlord, service provider and employer is to recognise the needs of all individuals, and ensure these commitments are evident throughout every aspect of our business and our activities.

The Association assesses and reviews all new and revised policies and procedures, and an Impact Assessment is available.



15.0 GDPR

The Association will treat your personal data in line with our obligations under the current data protection regulations and our own Data Protection Policy. Information regarding how your data will be used and the basis for processing your data is provided in Hjaltland Housing Associations Privacy notices.



13.0 Policy Review

This policy will be reviewed on a three yearly basis and more frequently if circumstances require. The review will assess the effectiveness of the policy and identify any changes which may be required.

As part of this policy review, consultation will take place with both staff and tenants to ensure account is taken of operational issues and the opinions of Association tenants.

Planned Review Date: March 2029

Appendix 1

Pet Permission Form

Both new and existing tenants of the Association must request permission to keep any un-caged domestic animal, such as a dog or cat or for any kind of exotic species of animal or reptile.

Tenant Name:	
Joint Tenant (if applicable):	
Contact Number:	
Email address:	
Address where the pet is to be kept:	
What type of pet are you requesting permission for?	
If a dog what breed?	
Number of pets:	

The Association requires this form to be completed and returned **prior to obtaining a pet**. The Association will review your request and respond accordingly.

Encouraging Responsible Pet Ownership

The Association aims to encourage responsible pet ownership by the following means:

- Making it a requirement that pets must be registered with a vet and receive regular treatment.
- Highlighting to tenants the benefits of neutering and legal responsibility of micro-chipping their animals and encouraging them to discuss this with their vet.
- Advising tenants about the benefits of pet insurance.
- Encouraging tenants to undertake training of a pet, where appropriate. This can contribute to the well-being of the pet itself, as well as helping the tenant to ensure they can keep the animal under control and prevent it from causing nuisance to other tenants, staff or visitors.

The Association will encourage tenants to take into account what animal would fit in with their lifestyle and be realistic about their physical abilities when considering pet ownership.

Controlling Pets when the Association or Contractors Attend the Property

From time to time the Association will need to carry out surveys, inspections, maintenance works, etc. During these times we will require tenants to ensure the pet will be kept secure in another room, tank, cage or removed from the property while the visit takes place, for the duration of any visit.

Tenant Signature: _____

Date: _____

Joint Tenant Signature: _____

Date: _____

Please complete this form and return to: Hjaltland Housing Association, 6 North Ness Business Park, Lerwick, ZE1 0LZ