

Document Title	Pets Policy
Version	Final
Release Date	November 2018
Review Date	November 2021
Extension Reason(s)	
Extension date approved	
Approver details	Customer and Communities Board
Document Type	Policy
Sponsor	Andrew Meyer
Author	Matthew Swain



ORBIT

PETS POLICY

Executive Summary	This document outlines how Orbit approaches requests from customers to keep pets and the wider management of pets in properties and communal areas covering General Needs, Independent Living and Shared Ownership. In addition, it shows how breaches of tenancy are addressed.
Approved by	Customer Services SMT (September 2018) and Customer and Communities Board (November 2018)
EA Completed	An Equality Analyses has been completed
DPIA completed	A Data Protection Impact Assessment has been completed
Explain how customers have been involved.	Consultation with the Services and Communities Group September 2018
Consultation	Independent Living, Lettings Services and Tenancy Services
Applies to	All staff
SCOPE	This policy outlines the key principles in managing pets in Orbit properties and should be followed in conjunction with the Tenancy Agreement and relevant policies and procedures of Letting of Homes Policy; Anti-Social Behaviour Policy

1. INTRODUCTION

- 1.1 This policy outlines our approach to the management of pets in our properties and should be read in conjunction with the Tenancy Agreement, the **Letting of Homes Policy** and the **Anti-Social Behaviour Policy** as appropriate.
- 1.2 We recognise that keeping pets can offer significant health and social benefits to owners. However, it is important that we maintain high quality homes and communal areas and as such there is a need to ensure that pets kept do not negatively affect others. In situations where it does, we may apply our **Anti-Social Behaviour Policy** and/or **Breach of Tenancy Policy**.

2. DEFINITION

- 2.1 For the purposes of this policy, a pet is defined as any domesticated animal that is kept as a companion and cared for responsibly.

3. PERMISSION

- 3.1 Customers living in General Needs, Independent Living and Shared Ownership properties have a Tenancy Agreement which contains conditions about keeping pets.
- 3.2 Customers may keep small pets that are either housed in cages, bowls or tanks inside the home, or which are deemed small indoor animals and do not need to be allowed outside of the property. Examples are birds, fish, hamsters and house cats. In these circumstances permission is not normally required, but only on condition that a nuisance is not caused, nor any damage caused to any part of the property (including communal areas).
- 3.3 Prior to obtaining any other pet, customers must first obtain written permission and we aim to give a decision in writing within 10 working days. When considering a request, the following will be taken into consideration:
- Type of pet
 - How many pets the customer wishes to keep
 - The type of property the customer lives in

For Independent Living customers, the customer and pet must also meet the criteria in the 'Living Needs Risk Assessment' as set out in the **Independent Living Pet Procedure**.

- 3.4 Permission will not be granted for requests to keep dogs or cats in General Needs and Shared Ownership properties that have a communal, shared entrance and/or garden and this includes flats. Whilst Independent Living may consider such requests, there are strict guidelines in place and reference should be made to the **Independent Living Pet Procedure**.
- 3.5 Permission to keep pets that are required as an aid to customers with a visual, aural or sensory impairment, or any other disability will not normally be refused.

4. RESPONSIBILITY

- 4.1 The customer must keep their pet(s) and those of anyone living in or visiting their home under control at all times and not cause nuisance or annoyance to neighbours, or allow the pet to foul in any communal areas. Customers are bound by the terms of their own Tenancy Agreement which will have specific reference to conditions and exclusions in communal areas. Customers who allow pets to cause damage to property or communal areas may be recharged for the cost of any repair required.
- 4.2 The term 'communal areas' refers to any shared areas (both internal and external) for common use including (but not limited to) stairs, corridors, lifts landings, entrance halls, walkways, open balconies, paved areas, car parks, parking areas, roads, laundry rooms, drying areas, shared gardens and grassed areas which are owned and controlled by us.
- 4.3 Failure to prevent pets causing a nuisance in communal areas may result in us requiring that the pet is no longer kept at the property. Nuisance in this respect includes infestations for examples fleas and vermin. Customers must also ensure that pets do not negatively affect our staff and contractor's ability to carry out their roles.

5. DANGEROUS ANIMALS AND STRAY DOGS

- 5.1 We will not allow customers to keep any mammal, bird or invertebrate that requires a licence under The Dangerous Wild Animals Act 1976; The Dangerous Dogs Act 1991 and the Anti-Social Behaviour, Crime and Policing Act 2014, nor any animal that is classed as wild or dangerous by law or virtue of conviction. A list of all dangerous and banned animals can be found at www.defra.gov.uk.
- 5.2 If there is any doubt as to the legitimacy of a pet/animal, the Local Authority or RSPCA should be contacted for advice.
- 5.3 Stray dogs should be reported to the Local Authority Dog Warden and/or the RSPCA.

6. PETS IN EMPTY PROPERTIES

- 6.1 Where pets have been left in a property due to abandonment, the Local Authority or RSPCA should be contacted for advice. Where customers have been hospitalised, attempts should be made to contact them or their nominated contact or next of kin in the first instance. Should the pet(s) not be removed within 4 hours, the RSPCA may be contacted with a view to taking them into their care.
- 6.2 Pets left behind after an eviction are considered to be property and therefore our responsibility and will be managed by way of TORT. Under no circumstances will any pet be left in an unoccupied property or left unattended. In all instances the Local Authority or RSPCA should be contacted for advice.

7. ENFORCEMENT ACTION

- 7.1 Where a customer is in breach of their tenancy due to the actions/behaviours of their pet(s), we will initially attempt to resolve matters through negotiation.
- 7.2 If this is not successful, we may withdraw our permission and require that the customer immediately ceases to keep the pet(s) at their home. Legal action may also be taken against the customer. In such cases we will apply our **Anti-Social Behaviour Policy and/or Breach of Tenancy Policy**.
- 7.3 Any customer believed to be neglecting or abusing any pet(s) in their care may be reported to the Police or RSPCA and we may provide these organisations with any evidence that we hold. In such cases we may also withdraw our permission and require that the customer immediately ceases to keep the pet at their home, or any other property we own.

8. LEGAL ACTION

- 8.1 If a Tenancy Services Officer (CSAF or Response) managing a case wishes to commence legal proceedings on a DIY basis, this must be approved by their line manager or in their absence, their nominated deputy.
- 8.2 If a Tenancy Services Officer (CSAF or Response) managing a case wishes to use a legal remedy requiring the services of a solicitor or barrister, they must adhere to the **Legal Services Procedure**.

9. PARTNERSHIP

- 9.1 In some cases as a landlord, we will not always be the organisation with the responsibility or powers to deal with allegation(s) that are made. In these circumstances we adopt a partnership approach and work proactively with other professional organisations such as the Police or Local Authority and share information in line with our **Privacy Policy**. We may refer complainants or witnesses to other organisations as appropriate whilst always being clear about our responsibilities and capabilities.
- 9.2 Where we have an interest but another organisation is leading, we may decide not to act until the outcome of their investigation is known.

10. PRIVACY STATEMENT

- 10.1 We collect information ('personal data') so that we can manage and support our relationship with our customers, comply with legal obligations, improve our services and achieve our legitimate business aims. We are committed to complying with data protection legislation when handling customers' data. Customers have rights around their data, including the right to access their data and to object to the way it is processed. For more information on how and why we process customers' data and how customers can exercise their rights, please see our full Privacy Policy on our website at www.orbit.org.uk/privacy-policy/

11. EQUALITY AND DIVERSITY

- 11.1 Orbit policies are developed in line with our **Equality and Diversity policy** approach. An Equality Analysis has been conducted and the details can be accessed via myPolicy. If you do not have access to myPolicy please contact the Policy and Standards team who will be able to provide you with a copy.

12. COMPLAINTS

- 12.1 Anyone is able to make a complaint about the service they have received and this is managed under our **Complaints Policy**.

13. MONITORING, ACCOUNTABILITY AND REVIEW

- 13.1 Compliance with this policy will be monitored by managers whose teams encounter circumstances involving pets.
- 13.2 We will usually carry out a review of this policy every three years or sooner if it is newly created, or there are legal or regulatory changes.