

# **Tandridge District Council**

## **Pet Policy**

**September 2023**

**Review due: September 2025**

## **1. Scope**

1.1 This policy applies to tenants and leaseholders wishing to keep pets in Tandridge District Council properties, regardless of the type of tenancy held.

1.2 This policy also includes temporary accommodation secured by the Council in the private sector, where the tenancy is granted by the Council. Further details in section 7.2.

This policy sets out the position of Tandridge District Council (TDC) on keeping pets in Council owned rented homes.

## **2. Objectives**

2.1 The objectives of this policy are to:

- Promote responsible pet ownership among TDC's tenants and leaseholders.
- Ensure all pet owners living in TDC properties take responsibility for their animals.
- Ensure all pet owners maintain their property and repair any damage caused by their pet.
- Ensure pets are only kept in appropriate TDC properties.
- Protect staff and the wider community from any nuisance because of a pet living in a TDC-owned property.
- Ensure where appropriate tenants can benefit from the company of a pet.

## **3. Context**

3.1 According to the Pet Food Manufacturers Association 62% of households in the UK have a pet (2022). The increase in the number and variety of pets has implications for both human and animal welfare. Issues including health and safety, noise, smell, nuisance, mistreatment, and cost are best addressed with a clear policy and robust enforcement.

3.2 It is recognised that there are many therapeutic benefits to pet ownership, and this has been highlighted due to national lockdowns where loneliness has been exacerbated for people unable to access the community.

## **4. The Value of Pet Ownership**

4.1 Tandridge Council recognises the benefits of pet ownership, and the enjoyment they can bring. The Council wishes to encourage responsible pet ownership and will look to ensure resources are identified to assist tenants to keep their pet in a responsible manner – this may include signposting to veterinary services at our discretion and assisting tenants to get their dog microchipped.

4.2 TDC will work in partnership with relevant organisations, such as the Dogs Trust, Cats Protection, RSPCA and PDSA and support tenants where possible to maintain their pet's welfare. This will include referring tenants to independent advice on pet care, advice on pet insurance and a list of local, reputable animal welfare and veterinary organisations.

4.3 TDC will also help older people and those living with a terminal illness to arrange care for their pet(s) including promoting services offered by charities to rehome pets if people can no longer care for them.

## **5. Seeking Permission**

5.1 Tenants are required to obtain permission to keep certain types of domestic pets, including those listed below. Written permission is not required to keep a fish, small, caged bird or small domestic rodent as defined by \* beside the animal. For the purpose of this policy, a domestic pet is defined as:

- Dog (excluding any dogs highlighted by the Dangerous Dogs Act 1991)
- Cat
- Bird (such as a budgie and cockatoo) \*
- Fish\*
- Small, caged rodent (including Guinee Pigs) \*
- Small non-poisonous caged reptile
- Non-poisonous contained insect or amphibian
- Rabbit

Permission will not normally be given for animals not considered domestic pets.

5.2 Requests for permission should be made on the 'Permission to own a pet' form and will require a description and photo, along with details of the species and age of the animal. For dogs, the breed and microchip number (plus confirmation) should also be included. All requests should also include details of any other pets already at the property.

5.3 Retrospective permission will be considered to keep a pet if an application is received in line with paragraph 5.2.

5.4 Once permission is granted tenants must sign an undertaking committing them to responsible ownership, ensuring their pet receives exercise and training and for dog owners evidence of arrangements if they become unable to keep their pet due to ill health etc.

## **6. What will we give permission for?**

6.1 The maximum number of dogs and cats we would typically consider are as follows, each case will be considered on an individual basis by the Tenancy Management Officer and the Sheltered Housing Team Leader if the resident lives within our sheltered or older persons designated housing schemes:

1 bed property	1 cat or 1 dog
2 bed property	1 cat and 1 dog
3 bed property	2 cats and 2 dogs

6.2 Unless the property has a garden or local amenity space (including a park), written permission will not normally be granted to keep a dog, although exceptions may be made for assistance dogs.

6.3 TDC will not grant permission for a cat unless it can access a garden or if the tenant signs an undertaking that the cat will be a 'house cat' and will not go outside – a similar expectation applies for a 'house rabbit'. All cats living in sheltered and older person designated schemes will be expected to be a 'house cat' and residents will need to agree to this when signing an undertaking.

6.4 In considering a request for permission to keep a pet, staff will consider the type of animal and the size and type of accommodation, and any relevant history of pet ownership. Personal circumstances, any complaints of antisocial behaviour and the tenant's ability to take on an additional financial commitment (for example a recent history of regular rent payments + no rent arrears over the last 6 months) may also be considered in considering their suitability for pet ownership.

6.5 TDC will also explore with tenants requesting permission to own a dog who work, what arrangements will be put in place while they are at work. TDC require a tenant to sign an undertaking in relation to barking and anti-social behaviour. The tenant will be required to rehome a dog if it causes anti-social behaviour.

6.6 The boundary of a garden will need to be adequate to ensure that a pet will be contained. Where the Council has in place a 3ft fence or wire fence, this is to mark the property boundary and not to contain pets, a tenant may need to raise the height of the fence or strengthen the base prior to being granted permission to ensure that any permitted pet cannot escape from the garden or cause a nuisance to neighbours.

6.7 This policy is not retrospective. Tenants and Leaseholders who currently own more than the specified allowance as set out in 6.1 will not be required to rehome their additional pets. Upon the death of a pet, permission must be sought. A tenant or leaseholders the application will then be considered in accordance with this policy.

6.8 Permission must be sought before acquiring subsequent and additional pets.

## **7. What happens to my pet if I am homeless?**

7.1 TDC will support households seeking assistance from the authority due to homelessness or impending homelessness who are existing pet owners. This support may include:

- Helping find temporary kennels or lodgings for cats.
- Contributing to the costs of lodgings during the homeless 'relief duty'
- Support with rehoming a pet permanently if a pet cannot be kept in the temporary accommodation.

7.2 Permission for cats and dogs will not usually be given to tenants in temporary accommodation, including the Council's hostel as any subsequent offer of settled accommodation may not be suitable for these animals. If permission is granted in exceptional circumstances for an assistance dog, it will be subject to the tenant abiding by the terms of a signed undertaking.

## 8. What will we not give permission for?

8.1 Permission will not be given if the applicant is subject to a ban from keeping animals, the animal requires a licence under the Dangerous Wild Animals Act 1976, or the dog is of a type prohibited by the Dangerous Dogs Act 1991 (unless it has been exempted from the prohibition by a Court Order and the conditions of the exemption are being complied with.)

8.2 Under no circumstances are tenants allowed to breed or sell any animal from a TDC-owned property. If a tenant is found to be breeding or selling any animal in a TDC-owned property, we will withdraw our permission to keep the animal and the necessary tenancy enforcement action will commence.

## 9. Our Tenancy Agreement Conditions

9.1 Our tenancy agreement sets the following conditions for keeping pets:

**You must not**, unless you have received written permission from the Council, keep any animal, bird or reptile. The grant or refusal of permission is within our discretion and if granted, may be subject to conditions and may be withdrawn at any time if we consider that the animal, bird or reptile is causing nuisance, damaging your or a neighbour's property or is being mistreated.

Consideration will be given as to whether or not the type and number of animals is suitable given the size, type, and location of your home. No agricultural animals or livestock, including horses, are permitted to be kept on the Council's land or within the property.

We will give you reasonable notice of our reasons for withdrawing permission.

Permission will not normally be given to keep a dog (other than a guide or hearing dog) if the property is a flat or maisonette without the sole use of and direct access to, a garden. If you are given permission to keep a dog, it must be micro-chipped and you must provide proof of this to your housing officer. If you have a dog, it must be kept on a lead at all times in communal areas and you must not exercise the dog in or allow it to foul communal areas.

**You must not** allow any animal to cause nuisance or annoyance to your neighbours or to anyone who may be reasonably expected to have access to your home, such as council officers, council contractors or tradespeople.

## **10. Specific conditions for keeping a dog**

10.1 The dog must be microchipped, and you must provide TDC with written confirmation that this has been done (a photocopy of the logbook is preferable). You must ensure that your details are kept up to date on the database.

10.2 The dog must always be kept under proper control when it comes into contact with neighbours, visitors, or their animals. TDC staff will need to visit properties over the period of a tenancy. Dogs must be restrained or kept in a separate room during the visit.

- You must ensure that dogs are always kept on a lead in shared areas.
- When outside the property, the dog must wear a collar or tag with the dog owners name and address clearly inscribed.
- You must clear up any mess caused by your dog fouling in shared areas, play areas, open spaces, and neighbouring properties. As part of maintaining your own property you must clear up dog faeces from your own garden, failure to do this will be considered a breach of your tenancy agreement.
- You must not leave an animal in your garden unattended when your house is unoccupied.
- You must not leave a dog in an outside kennel or enclosure for extended periods and specifically overnight where it may cause noise nuisance to neighbours.
- Any damage to Council property such as internal woodwork and doors must be rectified immediately. Dogs must not be allowed to scratch any internal or external doors.
- You must not keep any dog as described in section 1 of the Dangerous Dog Act 1991 (unless it has been exempted from the prohibition by a Court Order and the conditions of the exemption are being complied with.)
- You must not keep a dog for breeding or fighting purposes.

10.3 TDC will conduct annual checks of arrangements to keep a dog(s) where permission has been granted by the Council.

10.4 Permission to keep a pet may be withdrawn at any time if a tenant breaches relevant conditions of their tenancy agreement or if they do not comply with the specific terms of permission for keeping a dog. If the pet is not rehomed, further action may be taken.

## **11. Promoting responsible pet ownership**

11.1 We will work with our partners in providing quality information on responsible pet ownership.

11.2 We will promote responsible pet ownership through community engagement and education, we will also encourage the microchipping of dogs and the neutering of cats.

## **12. Cat flaps**

12.1 Tenants living in houses and bungalows can, at their own expense, choose to install a cat flap provided they have received permission from TDC, this is done professionally and does not reduce the security of the door.

12.2 Cat flaps can only be installed at the rear of a property. Dog flaps are not permitted. If a door is replaced as part of our repairs and maintenance service, the council will charge to install a cat flap. Tenants are not required to pay for a replacement door when vacating the property after the first 5 years of installation.

## **13. Returning a pet to a tenant/leaseholder**

13.1 Should any TDC staff need to return a pet to its owner for any reason, any costs associated with returning a pet must be paid prior to receipt plus any nightly charge for accommodation. Failure to pay the due charges and collect the animal within 10 days will result in the Council arranging for it to be rehomed.

## **14. Pets at the end of a tenancy**

14.1 If for any reason the tenant vacates a property, they are expected to take any pets with them. This includes scenarios such as evictions.

## **15. Pest control**

15.1 Tenants are responsible for ensuring that their pets and property are free from fleas, ticks or other pests that could be transferred onto carpets or furnishings within the home.

15.2 Any infestation of fleas or other pests will be the tenant's responsibility to treat. TDC is responsible for controlling pests in communal areas of buildings such as in communal areas within blocks of flats.

15.3 If treatments are required in communal areas caused by a tenant's pet, we will recharge residents for the cost of the treatment.

## **16. Enforcement**

16.1 We will take appropriate steps, in conjunction with our partners and relevant agencies, to enforce this policy.

16.2 Whether or not permission has been given, if staff become aware that pets are causing a nuisance, hazard, or danger, or are neglected and we have concerns about their welfare we will take reasonable and proportionate action which could include the following:

- Withdrawal of permission to keep the pet, if previously given, or written clarification that permission cannot be given.
- Reporting concerns to the RSPCA or other agencies.
- Written/final written warning of breach of tenancy agreement.
- Liaison with Surrey Police, potentially leading to police action.
- Acceptable Behaviour/Animal Behaviour Agreement.
- Community Protection Warning/Notice.
- Application for an Injunction to prevent nuisance and annoyance.
- Possession proceedings which could result in demotion of tenancy or eviction.

16.3 Permission will also be withdrawn following conviction of an offence under animal welfare legislation.

## **17. Consultation, communication and training**

17.1 TDC will provide clear and comprehensive advice and information to residents, with an aim for a single point of contact.

17.2 Tandridge Council tenants and Leaseholders, the Dogs Trust, the RSPCA, and a range of Council staff, will be consulted on future changes to this policy.

## **18. Monitoring and performance management**

18.1 We aim to review this policy in two years to ensure it reflects current legislation and the latest examples of best practices.

18.2 We will record the number of type of pets we have given permission for on our housing management database. Decisions on whether tenants can keep a pet will be made by the relevant Tenancy Management Officer.

## **19. Equalities Implications**

19.1 In producing this document an Equality Impact Assessment (EIA) has been carried out.

19.2 An EIA is a way of assessing the impact, or likely impact, that a particular policy, procedure or decision will have on particular groups. This is used to assess whether in making the decision whether the Council has complied with its public sector equality duty under S149 of the Equality Act 2010 (as amended) to; eliminate discrimination and any other conduct that is prohibited under this act and to advance equality between those who share a protected characteristic.

19.3 The screening has been carried out and notes made of the potential benefits of pet ownership especially for elderly and vulnerable people.



## **20. Complaints**

20.1 Requiring residents to seek permission before homing a pet helps the Council carry out its landlord role effectively and proactively. It assists in dealing with complaints about nuisance, responding to cases of missing pets and in strategic emergency planning.

20.2 TDC will deal with complaints and the concerns of both pet owners and neighbours regarding nuisance animals, welfare, health, or cruelty issues through its anti-social behaviour policy/procedure. This will ensure that parties are kept informed of progress with their complaint and can see actions and outcomes relating to their concerns through regular communication with their Tenancy Management Officer.

20.3 This approach will also enable TDC to review customer satisfaction with how each complaint has been handled. Capturing feedback will enable us to continue to develop our approach to ensure it is as effective as possible.

## **21. Related strategies/documents**

This policy links to and should be read in conjunction with the following policies and strategies;

- Corporate Plan
- Housing Strategy
- Homelessness Prevention and Rough Sleeping Strategy
- Tenancy Strategy
- Tenancy Policy
- Tenancy Agreement
- Anti-Social Behaviour Policy

## **22. Legislation and Regulation**

The legislation and guidance listed below will be taken into consideration when implementing this policy;

- The Dangerous Wild Animals Act 1976
- Housing Act 1985, Schedule 11 (Ground 2 - nuisance ground for possession)
- Environmental Protection Act 1990
- Dangerous Dogs Act 1991
- Control of Dogs Order 1992
- Crime and Disorder Act 1998
- Animal Welfare Act 2006
- The Anti-Social Behaviour, Crime and Policing Act 2014 amends the Dangerous Dogs Act, making it unlawful to let a dog be dangerously out of control in any public or private place.
- The RSPCA states that restrictions on pet ownership in tenancy agreements and pet policies are appropriate and will not infringe human rights where they are needed to ensure good animal welfare, avoid anti-social behaviour and nuisance to other tenants and/or protect the landlord's premises from danger. (Housing: A Guide to Good Practice, RSPCA, 2012)