

1.0 INTRODUCTION

- 1.1 This Policy outlines Scottish Borders Housing Association's (SBHA) approach to pet ownership within its housing stock.
- 1.2 SBHA aims to ensure that its Tenants are free to make their own lifestyle choices. SBHA recognises that for various reasons many Tenants wish to keep a pet and acknowledges that keeping pets can offer significant health and social benefits. The choice of a Tenant must, however, be balanced against the rights of neighbours to be undisturbed by animals, and SBHA's need to maintain its homes and surroundings in a clean and hygienic state.
- 1.3 Tenants are required to apply to SBHA for written permission to keep a pet. This includes domestic pets, exotic or caged animals, poultry, ducks, pigeons, rabbits, bees or other livestock or breeding animals.
- 1.4 This Policy should be read in conjunction with SBHA's Equalities, Diversity and Inclusion Policy, Data Security Policy, Allocations Policy, Decant and Home Loss Policy, Antisocial Behaviour Policy, Mutual Exchange Policy, Estate Management Policy, Evictions Policy, Rent Collection Policy and SBHA's tenancy and lease agreements.

2.0 PETS POLICY AIMS AND OBJECTIVES

- 2.1 SBHA aims to encourage responsible pet ownership within its homes and to provide a clear framework for dealing appropriately and effectively with issues associated with pets.
- 2.2 The objectives of this policy are to ensure that:
 - Tenants who keep pets do so in such a way as to prevent adverse impact on other residents' enjoyment of their homes
 - The keeping of pets within SBHA's homes has no detrimental effect on either a particular tenancy, common area or neighbourhood
 - The welfare of the animal is considered when making any decision
 - All Tenants are treated fairly, and no groups are discriminated against in relation to the operation of this policy.

3.0 LEGISLATIVE FRAMEWORK

- 3.1 The main legislation which informs SBHA's Pets Policy is:
 - Dangerous Dogs Act 1991
 - Dangerous Wild Animals Act 1976
 - Control of Dogs (Scotland) Act 2010
 - Animal Health and Welfare (Scotland) Act 2006
 - Microchipping of Dogs (Scotland) Regulations 2016
 - Dog Fouling (Scotland) Act 2003
 - Dog Fouling (Fixed Penalty) (Scotland) Order 2016
 - Equality Act 2010
 - Housing (Scotland) Act 2001

4.0 APPLYING FOR PERMISSION TO KEEP A PET(S)

- 4.1 Tenants, both new and existing, must request written permission from SBHA to keep a pet. This applies to both new pets and replacement pets (where another pet has been

rehoused or died) as well as looking after a pet for a limited time, e.g., while a relative is in hospital.

- 4.2 Permission to replace a pet will normally be granted subject to the conditions stated at section 6 and history of previous pet ownership will be taken into consideration.
- 4.3 SBHA will deal with requests to keep pets fairly bearing in mind any problems or restrictions which may exist on any estate or in any block.

5.0 RESTRICTIONS THAT APPLY

- 5.1 Dogs listed in the Dangerous Dogs Act 1991 and any animals listed in the Schedule of the Dangerous Wild Animals Act 1976 or any animal prohibited by any other law may not be kept in SBHA homes. This is to protect the health and safety of any residents, members of the SBHA Team or representatives acting on behalf of SBHA who may come into contact with the animal.
- 5.2 Permission will not be provided to keep more than two caged animals.
- 5.3 Permission will not normally be granted for a Tenant to keep livestock or farm animals, for example sheep, goats, pigs, cattle, horses, chickens, ducks.
- 5.4 Communal pets will not be permitted due to the difficulties involved in ensuring the ongoing responsibility for the animals' welfare.
- 5.5 Tenants living in flats will not be permitted to keep more than one pet, being a dog or cat or similar. Some of SBHA's housing stock are small flats, which are not designed in such a way that several pets can be maintained without disruption to the home or to neighbours. In flatted property therefore (including main door flats) SBHA will only permit one pet.
- 5.6 No cats or dogs are permitted in homes designated as amenity housing if the front door to the home opens onto an enclosed communal corridor. SBHA's Neighbourhood Teams shall have discretion to waive this restriction in the case of requests for permission to keep an assistance dog.
- 5.7 Permission would not be granted to keep any pet if SBHA felt that the pet would be at risk of suffering.

6.0 PERMISSION AND CONDITIONS

- 6.1 SBHA will consider all the circumstances surrounding an application to keep a pet before granting permission. Factors which will be considered include:
 - the ability of the Tenant to look after the animal
 - possible disturbance which may be caused to surrounding neighbours
 - size and type of the accommodation, including garden area
 - size and type of the pet
 - number of other pets in the household
 - history of any previous or current pet ownership
 - the ability of the Tenant to ensure the welfare of the animals
- 6.2 SBHA will consider any history of pet ownership the Tenant may have, either in an SBHA 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.

- 6.3 Before reaching a decision, SBHA may refer to any guidelines available from professionals such as vets, animal charities or groups, the Pet Advisory Committee, or the Pet Health Council.
- 6.4 SBHA will not unreasonably withhold permission to a Tenant who wishes to keep a pet, however, there is a set of conditions which may be applied including:
- The Tenant ensures that the pet is well cared for and is kept under proper control both inside and outside of the home at all times.
 - The Tenant is responsible for the behaviour of pets owned by them or by anyone living with them or visiting them. Tenants must ensure that pets do not cause nuisance, annoyance or injury to neighbours, visitors, SBHA's Team or its contractors or any other agency in the course of their work.
 - The Tenant must not leave any un-caged pet(s) alone in the home unless suitable arrangements have been made to care for the pet.
 - Dogs must be always kept on a lead in communal areas and not allowed outside the Tenant's home unaccompanied. Pets will not be permitted in any communal lounges or guest rooms, except in the case of assistance dogs.
 - Pets are not allowed to cause noise nuisance, fouling or damage either within the tenancy or their neighbour's home or garden or the neighbourhood. The Tenant must ensure that any pet faeces or waste is cleaned up immediately and no litter trays are permitted in communal areas.
 - The Tenant 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 is not done SBHA will contact the appropriate authorities to arrange care for the pet.
 - The Tenant is prohibited from breeding or selling animals on a commercial basis from any SBHA owned home.
 - The Tenant must ensure that their pet is registered with a vet and receives standard routine healthcare, such as vaccinations and regular parasite control measures, as well as appropriate treatment for any illnesses.
 - SBHA reserves the right to impose any other condition on a specific case where it is felt to be appropriate in the interests of other Tenants, neighbours, team members, contractors, or the animal itself.
 - All dogs must be microchipped as stated in Microchipping of Dogs (Scotland) Regulations 2016 and the registration details provided in the application form at Appendix 1. Failure to microchip and register your pet can carry a fine of up to £500.
 - Pet owners are also advised to have other pets such as cats microchipped, and consideration is currently being given to introducing legislation requiring this.
 - SBHA reserves the right to withdraw any permission and require the removal of a pet where it is evidenced that:
 - a) the Tenant has been negligent in their care of a pet; or 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; and/or
 - b) the pet is causing nuisance or damage and the Tenant has either been unable to remedy the situation or has refused to take any remedial action.

- 6.5 Permission to keep a pet will only be granted where the above conditions are met. Failure to meet or maintain these conditions may result in permission being withdrawn and the pet being re-homed.
- 6.6 Permission will not normally be given to construct outside accommodation for a pet nor to install a cat-flap or similar. Written requests may be considered in exceptional circumstances.
- 6.7 In the event of a Tenant being decanted (temporarily having to move out of their home) and being unable to take their pet(s) with them, SBHA will support the Tenant in sourcing suitable temporary accommodation for the animal(s).

7.0 ACTION TO RESOLVE ISSUES

- 7.1 If any of the conditions stated at 6.4 (or any other particular conditions which have been imposed for a specific case) are broken, appropriate action will be taken as detailed below.
- 7.2 SBHA will investigate any issues raised in line with SBHA's Antisocial Behaviour Policy and procedures, 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 SBHA.
- 7.3 SBHA will aim to ensure that Tenants receives 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.
- 7.4 Irresponsible pet owners will be held accountable by SBHA. Our teams will work together with other agencies to resolve any issues or problems involving animals eg
- Local Authority's Environmental Health Department
 - The Dog Warden
 - Animal protection organisations (e.g., SSPCA)
 - Police Scotland
- 7.5 SBHA reserves 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 home within two weeks of the permission being withdrawn.
- 7.6 Legal action to end a tenancy would only be taken as a last resort where the Tenant refuses 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.
- 7.7 If a Tenant is being evicted, every effort will be made to determine the presence of a pet(s) and ensure the Tenant has made suitable arrangements for them. If pets are found to have been left behind in a home, SBHA will contact the appropriate authorities to arrange for their safe removal and care. The same action will apply in the case of an abandoned tenancy.
- 7.8 If it has been found that a Tenant has neglected a pet's welfare, or mistreated or caused unnecessary suffering to a pet, SBHA will notify the appropriate authorities. Where this is brought to the attention of SBHA by a third party, they will be advised to report it to the appropriate authorities. In such cases, permission to keep a pet in an SBHA home may be withdrawn.

8.0 KEEPING A PET WITHOUT PERMISSION

- 8.1 If a Tenant is found to be keeping a pet without permission, they will be given 2 weeks to apply for permission in writing.

- 8.2 If SBHA has already received complaints regarding the pet prior to the permission request having been received from the Tenant and on investigation, the complaint is found to be valid, SBHA may refuse permission and require the Tenant to remove the pet.
- 8.3 Where the above does not apply, permission will normally be granted unless one of the categories listed at Section 6.0 applies. Where permission is granted, the Tenant must agree to abide by the conditions set out at 6.4.
- 8.4 Where permission is refused, the Tenant must make arrangements for the permanent removal of the pet within two weeks.
- 8.5 If the Tenant fails to comply, then legal action may be considered.

9.0 EQUAL OPPORTUNITIES STATEMENT

- 9.1 In accordance with legislation, in providing housing accommodation and related services, SBHA will act in a manner which encourages equal opportunities and observe equal opportunity requirements.
- 9.2 In considering requests for keeping a pet in an SBHA home, SBHA will not knowingly treat any Tenant differently or less favourably on the grounds of race or colour; nationality; disability; gender; marital status; age; sexual orientation; language or social origin; or of other personal attributes, including beliefs or opinions, such as religious beliefs or political opinions.
- 9.3 SBHA will not refuse a Tenant permission to keep an assistance dog, but for monitoring purposes will record and hold this information on file. Tenants who have assistance dogs must notify SBHA that they are keeping such a pet and in these circumstances the Tenant remains responsible for the behaviour and welfare of the animal.
- 9.4 Upon request, SBHA will make information regarding its Pets Policy available in alternative formats, such as large print, audio, Braille, and community languages; and make arrangements for interpretation and translation services if required.

10.0 DATA PROTECTION

- 10.1 Personal information provided to SBHA by an applicant will be kept strictly confidential and not shared with any other person or organisation without the applicant's prior permission to do so unless otherwise permitted.
- 10.2 Upon receipt of a written request from an applicant, SBHA will make available to the applicant copies of any personal information SBHA holds on that applicant, in accordance with SBHA's Data Protection Policy. This information may be held in electronic or paper file. All such requests will be handled in a confidential and timeous manner.

11.0 MONITORING AND REVIEW

- 11.1 Any complaints regarding pets will be recorded and monitored in accordance with the Antisocial Behaviour Policy or Complaints Policy as appropriate. Any issues or trends which are identified will be used in the policy review process along with other feedback to ensure the policy remains appropriate and effective.
- 11.2 This policy will be reviewed on a three yearly basis and more frequently should circumstances require. The review will assess the effectiveness of the policy and accompanying procedure and identify any changes which may be required.
- 11.3 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 service users.



Application to Keep a Pet in an SBHA Home

Before applying to keep a pet, please read the SBHA Pets Policy which includes the conditions of permission.

Name	
Tenancy Address	

Under the terms of my Tenancy Agreement with SBHA, I am applying to keep a pet (or pets) as detailed below.

Cats/Dogs

Dog		Cat	
Pet Name			
Breed			
Colour			
Vet Details			
Microchip number			

Other Pets

Type	Number	Breed
Small Mammal		
Reptile		
Bird		
Fish		
Other		

Declaration

I understand that I am legally responsible for the health and welfare of any pet in my care.

I have not been convicted of an offence against an animal or been disqualified from keeping any animal.

I have read the SBHA Pets Policy and confirm that I, and all people living in or visiting my home, will comply with the conditions of permission in the policy.

I understand that if I do not comply with the policy it may affect my tenancy and SBHA may withdraw permission and I will be required to re-home my pet(s)

Signature	
Date	

Please complete this form and return to your Neighbourhood Housing Officer or to:
SBHA, South Bridge House, Whinfield Road, Selkirk, TD7 5DT