

HARROGATE NEIGHBOURS HOUSING ASSOCIATION

Title: Pets at HN

Policy No: HN-CM-21

1. Purpose

- 1.1. To ensure that potential clients, family members, carers and staff are aware of the procedures regarding pets living in or visiting.

2. HNHA Responsibilities

- 2.1. HNHA recognises that many older people value contact with pets and many of them will have had their pets as companions for a number of years at the time of the Client moving and their pet(s) moving into HNHA accommodation.
- 2.2. Health and Safety and the well-being of all clients must be taken into account.
- 2.3. Heath Lodge operates a no pets Policy due to the complexity of needs of individual residents', however this will be taken into account during the assessment process.

3. General Instructions

- 3.1. In the pre-assessment of the potential client, the assessor must stipulate that if the client is to take ill or go into hospital that there must be at least 2 other responsible persons to come and take the pet and care for it for as long as required.
- 3.2. Staff must be made aware during the admission assessment that the client has a pet.
- 3.3. Pets at HNHA, or visiting HNHA, must stay on their lead at all times. The only exception to this relates to PAT Dogs who are allowed off their lead, subject to a risk assessment.
- 3.4. The attached appendix 1 & 2 needs to be completed and signed and placed on the clients support plan.

Signature of the Chief Executive

Review as HNHA KPI

Due September 2025

Appendices

Appendix 1

1. Introduction

- 1.1. Appendix 1 is to be completed and signed by the client and kept on their Support Plan.
- 1.2. Harrogate Neighbours (The Cuttings) has a flexible approach to the keeping of pets, as long as they are well cared for and don't cause nuisance, annoyance or damage to the property and the surrounding area.
- 1.3. We recognise that if properly cared for, pets are great companions and can improve the quality of life for our clients. This policy is intended to outline conditions under which clients may keep animals in The Cuttings. The Policy applies to both new and existing tenants.
- 1.4. Whilst it supports responsible pet ownership HNHA considers ownership of pets as a privilege, not a right and clients with a pet or pets must comply with these guidelines, and failure to do so will result in written notice withdrawing permission and subsequent enforcement actions being taken if necessary.
- 1.5. Dogs listed in the Dangerous Dogs Act 1991 and any animal listed in the Schedule of the Dangerous Wild Animals Act 1976 may not be kept. Under Section 3 of the 2014 amendment to the 1991 Act it is a criminal offence for the person in charge of the dog to allow it to be 'dangerously out of control' in a public or private place.
- 1.6. Clients, their families or anyone living with them or visiting their home must not keep bloodstock or livestock, such as chickens, ducks, geese or goats at or in the property without permission or keep any unsuitable or dangerous animals.
- 1.7. Clients having a disability or special need and who have an assistance dog to help them in daily life will be treated as special cases and in so far as it is possible 'reasonable adjustments' will be put in place to ensure the dog can be housed with the client.

2. Legal Requirements and other Legislations

- 2.1. The Animal Welfare Act 2006 is legislation which is in place to make sure that if people have a pet, they care for it properly. This means making sure the pet has a suitable place to live, is given the right food to eat and is protected from pain, suffering, injury and disease.
- 2.2. The Agreement requires the tenant to keep the animal(s) properly, in such a way that will not encourage vermin such as rats and pigeons at the property or in the grounds.

3. The Dangerous Dogs Act 1991 and Dangerous Wild Animals Act 1976

- 3.1. They are relevant to this policy as they contain details relating to animals which our tenants are not allowed to keep.
- 3.2. The Anti-Social Behaviour, Crime and Policing Act 2014 introduced legislative changes to the Dangerous Dogs Act 1991 to: Extend section 3 of the Dangerous Dogs Act 1991 in order that it covers incidents that take place on private property (as well as public

places) Remove mandatory requirements for police to seize and kennel prohibited dogs which they do not consider to be of risk to the public. Introduce Control Orders to prevent incidences of dog aggression. The Microchipping of Dogs (England) Regulations 2015 has introduced compulsory microchipping of dogs from April 2016 and failure to comply with the new regulations could result in a fine of up to £500.

- 3.3. The Equality Act 2010 is relevant in that it makes a legal requirement that those renting a property cannot discriminate against a disabled person. A blanket 'no dogs' policy might be interpreted as discriminatory.

4. Definitions

4.1. HN considers a Domestic Pet to be a

- Dog (*excluding those prohibited by the Dangerous Dogs Act 1991, or any other law*)
- Cat
- Bird
- Fish
- Rabbit
- Small caged rodent

4.2. This doesn't include any other type of animal or fowl.

4.3. If you want to keep any other type of pet then you must ask and receive our express permission first.

5. Granting Permission

5.1. When considering a request to keep a pet or pets we will take into account;

- The type of property the tenant lives in and the facilities available to the tenant
- The breed, size, number and temperament of the pets in question
- Whether the pet(s) will have special needs, for example; shelter, room to exercise, etc.

6. The application form is Appendix 2.

6.1. A home visit may be required by the member of HN management before permission is granted. Any retrospective applications for pets may be refused if the property is deemed unsuitable or complaints have been previously received regarding the animal.

6.2. Factors such as the proximity of which other tenants live will be considered in any applications to keep pets

6.3. Pets must be of appropriate size to live in the apartment. It must also be safe for the pet to traverse the building, considering the use of facilities by other tenants.

7. Considerations for keeping animals as pets

7.1. Keeping Dogs

- Whilst direct access to an outside space is preferable, permission will not necessarily be withheld if there is not. Other factors such as the size of the dog, its ability to negotiate stairs or be carried will be taken into account.
- All dogs must be Microchipped and the identity number must be given to HNHA.
- We should be notified if the dog breeds and advised of the tenants plans for the puppies.
- Tenants cannot keep any breed of dog banned under the 1991 Dangerous Dogs Act or any other UK legislation.
- We do not consider it acceptable to keep dogs in communal areas or unattended overnight or for long periods of time.
- All dogs must comply with current legislation; wear a collar and a tag. Control of Dogs Order 1992.

7.2. Keeping cats

- Ideally cats should be neutered to prevent unplanned litters.
- Owners are encouraged to have cats permanently identified.
- We think it reasonable to say no more than one cat to be kept.

7.3. Keeping small mammals

- In the case of small animals such as rats, mice, gerbils and hamsters, tenants are expected to limit to manageable numbers i.e.;
- a) Hamsters - individual (Syrian) pair - same sex (Russian).
- b) Mice pair - same sex, Gerbils pair - same sex,
- c) Rats pair - same sex.
- Breeding should be avoided by keeping neutered or same sex animals if more than one.
- Droppings and used bedding etc. need to be disposed of regularly and in an appropriate manner.

7.4. Keeping caged birds

- Caged birds should be appropriate to the size of the property and being kept in a home for example; a budgie or a parrot.
- The birds need to be able to exercise and stretch their wings.
- Care needs to be taken to avoid nuisance to neighbours resulting from noisy birds.

8. Clients Responsibilities

- 8.1. The client has a responsibility for any pet or animal owned by him/her or by anyone living with or visiting them. The client will be considered responsible for looking after and caring for the pet properly.
- 8.2. HNHA will take any cases of cruelty or neglect seriously and will work with appropriate agencies to remove the pet if necessary. If this happens, permission will be withdrawn. This will include precautionary measures for the pet's wellbeing and good health where necessary. For example; Treatment for fleas, worms and other parasites. Bathing, cleaning and grooming. The provision of proper bedding. Vaccination where appropriate. Providing water and proper food.
- 8.3. The client will be required to take all reasonable steps to supervise animals under their control or visiting their home.
- 8.4. The client will take all reasonable steps to prevent any animals from causing nuisance, annoyance or danger to neighbours in the neighbourhood. This includes fouling, noise and smells.
- 8.5. The client will take all reasonable care to ensure that any pets do not cause damage to the property, anything belonging to HNHA or for which we are responsible, such as; communal areas, gardens and grassed areas.
- 8.6. The pet must be house trained. To accept any special provisions or requirements identified within the assessment and/or support plan. clients will also be required to complete a 'pet care' information form which will give us details about; Another person willing to take care of the pet in the event of, for example; illness, holidays, or hospital admission or sudden inability of the tenant to do so. The type of pet the name of the pet. Vet's details – all pets will be required to be registered with a local vet. The pet's microchip details, if applicable. Someone or some organisation who will take over ownership of the animal should the need arise.
- 8.7. The names and contact details of TWO individuals who will be used as emergency contacts where a pet need temporary care or rehoming. Where the nominated person is unable to take care of a pet HNHA reserves the right to place the animal in suitable accommodation and recharge the tenant.
- 8.8. The Cuttings tenants must also recognise and accept their responsibilities to fellow residents, for example the owner should; clean up after their pet. Pay for any damage or injury caused by the pet.
- 8.9. Control any aggressive or noisy behaviour; dogs in particular must be on a leash when in communal areas. Endeavour to minimise the risk of other residents/staff tripping over the animal or feeling uncomfortable because of the animal. Not leave food bowls or litter trays in communal areas. Ensure that any guests also follow these guidelines.

9. Dealing with breaches in the Policy

- 9.1. If we receive any complaints we will, in the first instance, contact the tenant responsible for the pet or pets in question and discuss matters in order to seek a resolution. We will confirm the outcome in writing to the client and the complainant.

- 9.2. If the nuisance continues despite attempts to seek resolution we will consider withdrawing permission to keep the pet or pets and if necessary give 28 days' notice in writing for the tenant to find an alternative home for the pet(s).
- 9.3. Legal action in the form of possession or injunction proceedings will be used as a last resort if the client fails to comply with the conditions set out in the Pet Policy and/or their Tenancy Agreement and subsequently fails to re-house their pet following the formal withdrawal of permission.
- 9.4. Clearly, each case will be individual but in certain circumstances, persistent nuisance may be classed as anti-social behaviour and dealt with under the terms of that policy.
- 9.5. In appropriate circumstances, we will enlist the help of and work with other agencies to resolve problems. This will not only refer to any pet related nuisance, but will also include any steps necessary to hold the owner responsible for their actions. The other agencies could include the Police, Environmental Health Officers and the RSPCA.

I have read and understood the detail outlined in Appendix 1

Clients' name	
Signed	
Date	

Appendix 2

Application to keep a pet in a managed area at HNHA

I herewith apply for permission for pets to be kept as detailed below:

Clients' name	
Address of accommodation	

Tick boxes and complete details where appropriate.

For pets kept in groups, such as tropical fish, insert the number of pets in the box.

If necessary, add further pets' details on a separate sheet.

PET 1:

Species	Dog	Cat	Small mammal	Bird	Fish
Name		Sex	Female	Male	Neutered
Breed			Age		
Colour			Weight (Kgs)		
Microchip no					

PET 2:

Species	Dog	Cat	Small mammal	Bird	Fish
Name		Sex	Female	Male	Neutered
Breed			Age		
Colour			Weight (Kgs)		
Microchip no					

VET

Name	
Address	
Telephone	

EMERGENCY CONTACTS

Emergency contact 1	
Name	
Address	
Telephone	
Signed	

Emergency contact 2	
Name	
Address	
Telephone	
Signed	

I have read HNHA's Policy and guidelines relating to pets in its properties and my pet(s) comply with them also I undertake to be bound by the Policy, a copy of which has been given to me and I will ensure that all persons living with me and I will ensure that all persons living with me and any visitors also do so.

I understand that if after having received permission to keep a pet or pets, I fail to comply with HNHA's policy, permission may be withdrawn and written notice will be given for me to re-house my pet(s).

I understand that having a pet is a privilege and not a right and that if I infringe the rules it may affect my tenancy.

Signature		Date	
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