



CITY OF LINCOLN COUNCIL

DIRECTORATE OF HOUSING AND COMMUNITY SERVICES

PETS POLICY

1. Objectives of this policy

1.1 The objectives of this policy are:

- to provide a framework that will deliver a positive, fair, sensitive and enlightened policy on council tenants keeping pets in their homes;
- to align our¹ policy on pets with the relevant conditions of tenancy as set out in our secure tenancy agreement;
- to enable us to create operational procedures that deliver this policy in a consistent manner but also allowing for the correct degree of flexibility when considering individual requests to keep pets that fall outside of this policy statement;
- to express through this policy the acknowledgment of the importance of pets to people's well-being, including their psychological, emotional and physical health;
- to express also through this policy the acknowledgment of the disruption to people's lives that uncontrolled and irresponsible pet ownership can have on the welfare of the animal and on the lives of others. This policy sets out our position on dealing with uncontrolled and irresponsible pet ownership in our properties.

2. Scope of this policy

2.1 This policy applies to everyone who is currently housed or eligible to be housed by us. It does not apply to leaseholders, whose lease terms will determine the matter of pet ownership.

3. Policy statement

3.1 Anyone wishing to keep a pet must ask permission from us first, that permission being granted in writing. Permission is not required for tenants to have a registered assistance (e.g. guide) dog; but tenants must inform us.

3.2 We actively encourage the responsible keeping of pets in our properties, recognising the health benefits that they [pets] can bring to people's lives but also recognising the damage to other people's lives that the irresponsible keeping of pets can cause.

3.3 We take a positive view about residents keeping pets, not just cats and dogs but for example, rabbits, budgerigars and fish. The type of pet we consider suitable include, but is not necessarily restricted to:

- domesticated dogs, subject to 3.6, bullet point 2 below;
- domestic, non-feral cats;
- domesticated rabbits;

¹ Definitions: the words "we", "our", "us" etc refer at all times throughout this policy document to the City of Lincoln Council

- budgerigars and other similar caged birds;
- fish suitable to be kept in domestic aquariums;
- domesticated rodents such as rats, mice, gerbils and hamsters;
- fish in garden ponds;
- non-poisonous insects and spiders;
- non-poisonous snakes and reptiles under two feet in length fully grown;
- chickens **but not cockerels**.

3.4 We recognise that some of our properties are more appropriate for keeping certain types of pets than others.

3.5 There are certain overriding terms and conditions that must be satisfied in order that consent to keep a pet will be given. They are:

- that, unless explicitly agreed otherwise, no more than two domestic pets will be allowed in any one property; but there may be properties whose size and/or layout means that only one may be kept;
- that any dog kept is not a breed that is prohibited by the Dangerous Dogs Act 1991;
- that the animal is considered suitable for the property. No wild, dangerous, endangered or poisonous creatures, or livestock, including horses, ponies, fowl or game birds or similar or animals covered by the Dangerous Wild Animals Act 1976 will be allowed;
- that the pet will not be the subject of any breeding or business activity from the property or locality;

3.6 There are certain properties where consent to pet ownership will not be given. These are:

- multi-storey flat blocks when dogs, other than registered guide/assistance dogs, and cats will not be allowed;

3.7 There are certain properties where consent to pet ownership (generally or to specific pets only) will not normally be given unless we are satisfied that the prospective owner will be able to care for the animal's needs correctly and continuously and in compliance with 3.9 below. These are:

- flats and maisonettes that do not have direct access to outside space; in such cases these will be assessed on individual merit;
- sheltered flats in De Wint Court, St Botolph's Court and Derek Miller Court, owing to the layout of the scheme.

3.8 All tenants seeking permission to keep a pet will be required to complete an application and sign a declaration and undertaking. This will include the following conditions:

- i. All pets, with the exception of caged birds, insects and fish are expected to be registered with a local vet or the PDSA;
- ii. The pet will not be the subject of any breeding or business activity from the property (this includes outside and inside);
- iii. The owner will look after their pet in compliance with the principal terms of the Animal Welfare Act 2006, including:
 - a. feeding them a proper diet;

- b. protecting them from pain, suffering, injury or disease (this includes physical and psychological/emotional suffering or distress etc (for example leaving a dog alone in a property for an unacceptable length of time²);
 - c. providing a suitable environment that will allow the pet to exhibit normal behaviour patterns with or apart from, other animals;
 - iv. The owner must ensure that they clean up immediately and thoroughly after their pet, internal and external communal areas and within one day in a private garden area and will be responsible for the cost of cleaning the fouled surface if they do not do so;
 - v. The pet will not be allowed to be kept or wander unaccompanied and unrestrained in the communal parts of where they live, inside and outside;
 - vi. With the exception of house cats that will never leave the internal property, cats must have access to the outside through a door. Owners must provide the cat with a litter tray inside the dwelling, which must be cleaned out regularly, emptied, securely bagged and placed in their dustbin or communal bins;
 - vii. The pet is properly house-trained (if applicable) and must not be allowed to foul communal areas, inside and outside. If any incident of fouling occurs the owner must clean it up and disinfect the area immediately;
 - viii. Cat flaps may only be fitted to external doors or, exceptionally, windows leading directly to the outside and only after seeking and being given permission. When the tenant leaves they must reinstate the door or window as it was originally. Cat flaps will not be permitted to be fitted in uPVC doors or where the cat flap opens into a communal area (inside or outside the property);
 - ix. That owners must not allow their pets to create unreasonable levels of noise;
 - x. Relevant licences are obtained and shown to our satisfaction in the case of rare or exotic creatures. We must satisfy ourselves of the proper security of the animal;
 - xi. That dogs must wear a collar with a contact tag at all times other than when inside the property;
 - xii. That dogs and cats are microchipped and their certificate should be open to examination by us;
 - xiii. That dogs and cats are neutered;
- 3.9 If the pet owner refuses to behave responsibly in complying with relevant conditions above, permission will not be given for the pet to be kept; and the tenant will be liable to enforcement action for breach of tenancy if they go ahead and acquire the animal without our written consent.
- 3.10 Similarly if permission is sought and given and subsequently we find that reasonable responsibility as set out above have not been complied with we may take enforcement action after giving the tenant reasonable time to comply.
- 3.11 If there are individual circumstances that merit relaxation or removing any of the prohibited animals as set out in 3.6 , 3.7 and 3.8 above and/or the conditions set out in 3.9 above the housing officer, with their manager's approval, may exercise that degree of discretion.
- 3.12 If a tenant fosters a pet for a temporary period of time and does so on a regular basis, only one application will need to be made stating the number of pets in total that may be fostered at any one time, i.e. one or two.
- 3.13 If a tenant acquires a pet without first seeking and being granted permission:

² Usually deemed to be anything greater than four hours, but could be longer where no-one is at home for normal hours of work.

- they will be required to find an alternative permanent home for the animal if it falls outside acceptable groups of pets as set out in 3.3, 3.6, 3.7 and 3.8 above; or
- they will be required to complete a pet application retrospectively and be shown to have complied with all the conditions set out in 3.9 above if the pet falls in to acceptable groups of pets as set out in 3.3, 3.6, 3.7 and 3.8 above, failing which they may be required to find an alternative permanent home for the animal.

3.14 If the pet owner subsequently breaks any of the conditions set out in 3.9 above and, after a reasonable period of time, does not remedy that breach they will render themselves liable to enforcement action in breach of tenancy. This could also involve reporting any alleged cruelty or neglect to the RSPCA or police.

3.15 Anyone found guilty of mistreating or neglecting a pet will be denied permission to keep pets in the future.

4. Right of appeal

4.1 In the event that a tenant is either refused permission to keep a pet or that permission is withdrawn they have a right of appeal to the relevant service manager.

5. Visiting pets

Friends and relatives are allowed to visit tenants with their pets. These pets will be expected to comply with points (iv), (v), (vii) and (ix) in 3.9 above. However in no circumstances may visitors bring pets into the multi-storey blocks with the exception of registered guide/assistance dogs.

6. Changing circumstances

Some tenants, for example older people, may well at some point become unable to care for their pet in accordance with the conditions set out in 3.9 above. In such circumstances we will make every effort to work with the tenant to try to enable the pet to remain with them and be cared for properly with adequate additional support³. Ultimately, however, the pet's welfare and neighbouring tenants have to be factors to take into account when deciding whether the pet owner is able to keep their pet.

7. Existing tenants

7.1 We recognise that there will be many tenants who have acquired pets without seeking or obtaining the proper permission. Our position on this will be as follows:

- We will grant an amnesty to all pet owners who notify us of their pets and are prepared to comply with the conditions as set out in 3.9 above, upon which point we will grant retrospective permission;
- This amnesty will last for six months, after which time any pet owner who has not come forward will be liable to enforcement action if they either refuse to comply with the conditions in 3.9 above or if they are keeping prohibited pets under this policy as set out in 3.6, 3.7 and 3.8 above.

8. Monitoring and review

8.1 This policy will be reviewed initially after being in operation for twelve months and thereafter every three years unless required earlier through legislative or regulatory changes.

9. Other external and internal influences on this policy

³ This could be neighbours, friends, family or organisations such as The Cinnamon Trust

9.1 This policy has been created and should be implemented in conjunction with the following internal documents:

- Allocations policy;
- Equality and diversity policy and strategy;
- Anti-social behaviour, harassment and hate crime policies in respect of tenants either using pets as a means of causing nuisance or harassment to others or allowing, through their pet's behaviour, that pet to cause nuisance or harassment to others.

9.2 Similarly, this policy has been created and should be implemented in conjunction with the external documents and publications, including but not limited to:

- Housing Act 1985;
- Housing Act 1996;
- Housing Act 2004;
- Homeless Act 2002;
- Anti-Social Behaviour Act 2003;
- Civil Partnership Act 2004;
- Housing and Regeneration Act 2008;
- Equality Act 2010;
- Localism Act 2011.