



**Solihull**  
Community Housing  
Shaping our neighbourhoods

# Pet Policy

## 2017

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## **1. Introduction**

We recognise the benefits that responsible pet ownership can bring. However, irresponsible pet ownership can cause nuisance to other residents, damage to property as well as suffering to animals. We do not want to discourage pet ownership, but some rules do need to be in place to ensure that pet ownership does not infringe on the rights of others.

## **2. Purpose**

The purpose of this policy is to provide our tenants and leaseholders with guidance on managing their pets and it also outlines what is expected of pet owners, their legal obligations, as well as covering the potential consequences if they do not comply with the terms of tenancy or lease.

## **3. Related Documents**

- a. Anti-social Behaviour Policy
- b. Recharge Policy
- c. Tenancy Agreement

## **4. Scope**

This policy explains how we will respond to pet queries, permissions and complaints and covers the following points:

- Micro Chipping
- Responsible pet and animal ownership as defined under the Animal Welfare Act 2006
- Permission requests, type of pets and animals allowed and refused
- Breeding or running of a pet or animal related business
- Complaints about pet and animal nuisance
- Abandoned and unattended pets and animals
- Burial grounds for pets and animals
- Dangerous Dogs

## **5. Responsible Pet Ownership**

Tenants are responsible for the welfare of any pet or animal in their home whether they belong to them or any person living in or visiting their home. A tenant must comply with any legislation relating to the care and control of any pets or animals. From April 2016 all dog owners have a legal requirement to ensure their dogs are micro chipped.

### Animal Welfare Act 2006

To be considered a responsible pet owner tenants and leaseholders must comply with relevant legislation. Under the Animal Welfare Act 2006 pet owners have a duty of care towards their pets; this means that they must make sure that any pet or animal they own or care for has:

- A secure and suitable environment with room to exercise
- Is provided with a suitable diet and fresh water
- Given the ability to display normal behaviour patterns
- Is protected from pain, suffering, injury and disease.

### Anti-Social Behaviour Act 2003

In compliance with the Anti-Social Behaviour Act 2003 pet owners must not allow their pets to cause damage or nuisance within their property or to their neighbours.

### Dangerous Dog Act 1991(as amended by the Anti-Social Behaviour crime and policing Act 2014)

A person must not keep pets that are prohibited by law, including any of the following dogs identified under the Dangerous Dogs Act 1991(Pit Bull Terriers, Japanese Tosas, Dogo Argentinos, Fila Brazileros) and the police and SCH have the power to remove these animals. Failure to follow such guidelines can have serious consequences and pet owners may be fined up to £5,000 and/or can be imprisoned for up to 6 months if the dog is deemed to be out of control.

To be considered a responsible pet owner tenants and leaseholders must:

- Ensure that dogs are kept under control and on a lead when in public places.
- Control pets inside the home
- Ensure that pets wear a collar and tag with their name and address inscribed.
- Clean up after their dogs (dog foul)
- Not be involved with the breeding of animals

### Dangerous Wild Animals Act 1976

It is an offense to keep a dangerous wild animal without a licence granted by a local authority. This act gives powers to the local authority to enter a premises and seize any dangerous animal without compensation.

## **6. Permission**

We generally allow pets in SCH properties. However, all new tenants, tenants transferring properties, tenants who mutually exchange tenancies and leaseholders are required to register their pets and sign a 'Responsible Pet Owner Agreement' and thereafter notify us of any change in circumstances concerning pets in their

home. If the rules of the agreement are broken it will be considered a breach of tenancy or lease and we will take appropriate action.

Existing tenants and leaseholders are not required to register established pets, but we would appreciate tenant co-operation in adhering to the terms of this policy and the terms of SCH tenancy agreement.

However, we do not grant permission in the following circumstances:

- Whereby a tenant, leaseholder or household member has an animal that is identified under the Dangerous Dogs Act 1991 or Dangerous Wild Animals Act 1976.
- The pet requires a licence that the tenant or leaseholder or household member does not hold
- Whereby a tenant, leaseholder or household member has any convictions or offences, or past history of tenancy enforcement for abandonment, cruelty, neglect or mistreatment of animals under the Dangerous Dogs Act 1991 or Dangerous Wild Animals Act 1976
- Requests to keep some types of animals for example cockerels, livestock such as, sheep, goats, pigs, ducks, cattle and horses.

## **7. Types of pets and animals allowed**

### Dogs and Cats

Permission for assistance dogs, such as guide dogs for the blind and partially sighted, hearing dogs for the deaf and dogs for disabled residents will always be given

However, whilst SCH does not prohibit dogs and cats we recommend that tenants and leaseholders consider their family household, the size of the property and whether keeping a dog or cat is practicable in the environment that they live. For example tenants who do not have access to a garden should consider whether they could meet the animal's requirements.

Tenants and leaseholders are expected to comply with all relevant legislation, have their dogs micro-chipped and whilst in a public place their dog must be on a lead and wear a collar and badge with the owners name and address inscribed on it.

The neutering of dogs and cats is recommended as apart from being a method of birth control it does have positive health benefits including:

- Reducing animal aggression
- Removes the possibility of pregnancy related complications
- Removes the risks of certain forms of cancer.

Tenants and leaseholders must ensure that they comply with their tenancy agreement and not cause nuisance or annoyance to neighbours or residents in the locality and:

**Must not:**

- Allow dogs to enter children's play areas, stray or roam,
- Allow dogs to become dangerous, cause: injury, nuisance and annoyance, frighten or distress anybody living in the locality.
- Keep cats or dogs on balconies or in communal walkways
- Allow visitors with pets to visit properties without direct access to a garden

**Must always:**

- Exercise dogs on a lead in communal areas and housing land and pick up any faeces immediately.
- Make care arrangements for pets when going away for one night or more (providing emergency contact details?)
- Ensure that litter trays are cleaned regularly and pet faeces cleared frequently from the property and garden and that no smell is caused by pets or animals.

Permission to install a cat or dog flap is at the discretion of SCH and requests should be put in writing prior to fitting. Due to Health & safety concerns permission will not be granted if the request is for:

- A fire safety door for communal entrance
- Any fire safety door

Permission granted will be in accordance with SCH improvements and recharge policy.

**Small Pets, and Caged Birds**

Tenants and leaseholders must make sure that small caged birds and mammals such as: mice, rats, hamsters, guinea pigs, chipmunks, chinchillas, ferrets and rabbits are limited to manageable numbers and that their property is suitable for the pet.

Rabbits, guinea pigs and ferrets should have access to an outside exercise run and kept outside in either a shed or outhouse away from predators and direct sunlight.

Fish are permitted. However, tenants and leaseholders must seek permission to install large fish tanks or enclosures; this is to avoid any structural damage to the property. Tenants will also be required to have contents insurance in case of flooding.

**Aviary Birds and Pigeons**

Requests for aviary's will be considered on an individual basis, taking into account the likelihood of nuisance on neighbours, such as noise and or the potential to attract rodents).

Tenants or leaseholders are not permitted to keep pigeons unless they are a member of the Royal Pigeon Association.

### Exotic pets

These pets include a wide variety of species and each with its own particular needs. Before seeking permission you are encouraged to do some research around the animals required habitat.

### Breeding or running of a pet or animal related business

Tenants or leaseholders are not permitted to run any business or activity that involves the breeding and sale of animals, any kind of animal boarding business, animal hostel, cattery or kennels.

### Complaints about pet and animal nuisance

Tenants or leaseholders must not allow their pets or animals to become a public health or noise nuisance, annoy or frighten people. A range of behaviours can cause nuisance and examples of this can include (this is not an exhaustive list):

- Roaming unattended animals
- Faeces in communal area's not being cleared up
- Excessive/persistent noise
- Odours from pets
- Aggressive animals
- Harboursing stray animals

We will deal with complaints of pet or animal nuisance in line with our anti-social behaviour policy and in most cases we will aim to resolve the situation informally. However, if this can't be achieved we take necessary action to enforce the terms of tenancy or lease.

### Abandoned and unattended pets and animals

Tenants or leaseholders should not abandon or leave their pets unattended for long periods of time, so as their welfare needs are not met. If a tenant or leaseholder plans to be away reasonable arrangements should be made to care for the pet or animal.

It is the tenants or leaseholders responsibility to re-home their pet or animal if they are no longer wish to or able to care for it.

If a tenant or leaseholder moves out of, abandons or is evicted and leaves a pet or animal behind we will make every attempt to contact the tenant, leaseholder or

named emergency contact, but failing this we will remove the pet or animal from the property and any costs incurred will be recharged to the tenant or leaseholder. In cases of animal neglect and where the animals' health is at risk we will contact the RSPCA.

#### Burial grounds for pets and animals

Tenants or leaseholders are not permitted to bury a deceased pet or animal in their garden or in communal areas. It is recommended that tenants or leaseholders wishing to bury a pet or animal are advised to contact a veterinary to seek advice regarding the use of a reputable animal cemetery.

### **8. References**

- ☐ Dangerous Dogs Act 1991(as amended by the Anti-Social Behaviour Crime and Policing Act 2014)
- ☐ Anti-Social Behaviour Crime and Policing Act 2014
- ☐ Control of Dogs Order 1992
- ☐ Dangerous Wild Animal Act 1997
- ☐ Animal Welfare Act 2006

### **9. Equality and Diversity**

We will tailor our services to meet the diverse needs of individuals when providing our services to eliminate discrimination and promote opportunity of equality.

### **8. Review**

This Policy has been written in line with good practice on animal welfare and current relevant legislation. We will review the policy periodically taking into account any changes to relevant legislation and the effectiveness of the policy.

## Useful Contacts

Details of all legislation mentioned throughout this document can be found at:

[www.legislation.gov.uk](http://www.legislation.gov.uk)

### Assistance and advice

RSPCA 24-hour national cruelty line: 0300 1234 999

RSPCA information and advice line: 0300 1234 555

RSPCA non-emergency advice: [www.rspca.org.uk/allaboutanimals/helpandadvice](http://www.rspca.org.uk/allaboutanimals/helpandadvice)

RSPCA welfare information: [www.rspca.org.uk/allaboutanimals/pets](http://www.rspca.org.uk/allaboutanimals/pets)

For advice on neutering your pet:

<http://www.bluecross.org.uk/108388/neutering-your-pet.html>

### Help

For reputable animal training further information can be found at:

[www.dogwelfarecampaign.org/find-a-trainer.phd](http://www.dogwelfarecampaign.org/find-a-trainer.phd)

If you are in receipt of benefits you may be eligible a discount on the cost of neutering for more information call the RSPCA on: 0113 248 9139

To enquire about free veterinary services visit: [www.pdsa.org.uk](http://www.pdsa.org.uk)

### Things to do

[Keep an eye on the upcoming events at Birmingham Dogs Home](http://www.birminghamdogshome.org.uk/news-and-events)

<http://www.birminghamdogshome.org.uk/news-and-events> or contact them directly on, 0121 643 5211

For information about adopting a pet: <http://www.dogstrust.org.uk/>



# Get in touch

## Join us on social media:

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Contact us if you need this document in a large print, different language or alternative format.  
For details about how we use your information please refer to our Privacy Notice on our website.

# Pet Application Form



**Solihull**  
Community Housing  
Shaping our neighbourhoods

<b>Name</b> .....	
<b>Address</b> .....	
<b>Contact details :</b> Tel ..... <b>Mob.</b> ..... <b>email</b> .....	
<b>Property details:</b> House [ ] Flat [ ] Maisonette [ ] Bungalow [ ]	
<b>Floor Level</b> [ ]	
<b>Garden</b>	<b>Yes/No</b>
<b>Number of pets you wish to apply for:</b> [ ]	
<b>Pet details:</b> Dog [ ] Cat [ ] Exotic pet [ ] Chickens [ ] Other [ ]	
<b>If 'other' please provide details</b> .....	
<b>Number of existing pets already in residence</b> [ ]	
<b>Species and ages of pets already in residence:</b>	
Pet Type..... Age [ ]	
Pet Type..... Age [ ]	
Pet Type..... Age [ ]	
Pet Type..... Age [ ]	
<b>Do you have vet</b> Yes/No	
<b>Vets surgery address</b> .....	
<b>Signature</b> ..... <b>Date</b> .....	

## Responsible Pet Owner Agreement



This is an agreement between Solihull Community Housing and

Name.....

Address .....

The tenant agrees the following in respect of future conduct: -

### **I WILL**

1. Ensure that animals are kept in a suitable environment, and receive the proper medical attention when required. This includes standard routine healthcare such as vaccinations and regular parasite control measures.
2. Keep dogs under control and on a lead when in public areas.
3. Take responsibility for all animals visiting the property.
4. Ensure that pets wear a collar and tag with the tenant's name and address inscribed.

### **I WILL NOT**

1. Allow my property to become unhygienic.
2. Allow my pets to cause damage or nuisance within my property or to my neighbours.
3. Keep any dogs listed under the Dangerous Dogs Act, 1991.
4. Allow dog fouling to take place.
5. Install any large tank or enclosures without first getting written permission.
6. Allow the breeding of animals to take place within my premises.

I agree to the above documentation and will act to meet the needs expected of me as a pet owner. I have read and understood my tenancy agreement and understand the legislation that is in place. I also acknowledge that breach of this policy is a breach of the tenancy agreement and understand that permission to own a pet may be withdrawn and legal action taken if necessary.

**N.B** By signing this document you will be legally bound to its terms and conditions. Please ensure that you have taken your time to read through all pages of the document. If you would like to clarify any details or believe that an amendment should be made to the policy, please contact us before signing.

Signature: ..... Date: .....