

Pet Policy

1.0 Introduction

- 1.1 This Policy outlines our approach to pets in residents' homes.
- 1.2 This Policy applies to residents living in:
 - General needs properties
 - Retirement properties (including Extra Care)
 - Shared Ownership and leasehold properties (restrictions may apply)
 - Supported Housing
 - Intermediate market rents (IMR) and market rents (MR).
- 1.3 We encourage responsible pet ownership; balancing the positive impact pets can have, while ensuring they don't negatively affect others or cause a nuisance.
- 1.4 Where we use 'you' or 'your' we mean residents. The terms 'we', 'our', and 'us' mean Southern Housing.

2.0 Can I have a pet, and do I need to ask permission?

- 2.1 Your occupancy agreement should set out if we allow pets and if you need permission. If you're unsure what's in your agreement, or your agreement is not clear, you can ask us to check for you. In some blocks, where we do not own the freehold, we will be bound by the rules of the freeholder and our agreement with them.
- 2.2 If your occupancy agreement allows you to keep pets, you can have small pets without asking our permission. Small pets include hamsters, gerbils, mice, guinea pigs, and other small rodents. You're also allowed to keep small fish in an indoor tank.
- 2.3 You're able to have an assistance or ability dog¹ without asking our permission. You must let us know you're getting one. If you'd like a different type of assistance/ability pet, you'll need to ask permission. You'll need to provide us with a certificate to evidence your dog/pet is an assistance/ability pet. We may also be able to accept written evidence from a healthcare professional.
- 2.4 Where we do not own the freehold, we'll need to ensure we have the freeholders' consent before you get a pet or assistance/ability dog. For assistance/ability dogs or pets, we'll have a conversation with the freeholder to try and obtain permission.

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¹ By assistance or ability dog, we mean as defined in the Equality Act 2010

- 2.5 If you are a leaseholder or shared owner, we'll check your lease to make sure it doesn't prohibit pets or assistance/ability dogs.
- 2.6 If you live in a house or bungalow with a private garden, you can have one cat or dog without asking our permission.
- 2.7 You must get our permission if you:
 - Want more than one cat or dog
 - Want any pet and live in a flat, maisonette or shared house (other than those listed in 2.2)
 - Live in an Independent Living or Extra Care scheme
 - Want a type of pet not listed in this Policy, including chickens
 - Want to run a pet related business from home e.g., grooming, dog walking, pet sitting
 - Want to install dog or cat flaps we need to check the flaps will not affect the door's fire safety.
- 2.8 We won't allow you to have:
 - Any animal listed in the <u>Dangerous Wild Animals Act 1976</u> including large or venomous snakes and certain types of spider
 - Dogs listed in the <u>Dangerous Dog Act 1991</u> Section 1
 - Farm animals. This includes but is not limited to, sheep, goats, pigs, cattle, horses, cockerels, roosters.
 - Bees
 - Pets in guest rooms.
- 2.9 If you have a pet which is subsequently listed in in the legislation at <u>2.8</u> or otherwise banned or restricted, you'll need to apply or re-apply for permission. This applies even if permission was previously given. If we don't give you permission, you'll have to rehome your pet. If we do give permission, it may be subject to additional conditions.
- 3.0 How will we consider requests for pets?
- 3.1 We'll consider the following when deciding whether to grant permission to keep a pet:
 - The terms and conditions of your occupancy agreement
 - The suitability of your accommodation, including:
 - size and type of the property
 - size and species of the pet
 - house rules for shared houses
 - access to outside spaces
 - communal areas
 - number of pets in the block.

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- Whether you live in a scheme, and what the rules are for it
- Your ability to care for the pet including any issues if you previously had pets.
 This may include if you have someone to care for your pet if you fall ill or need to spend time away from home.
- Local issues relating to pets and anti-social behaviour
- Any breaches of tenancy relating to noise
- Whether this is a temporary arrangement e.g. a family member is in hospital.
- 3.2 Before we grant permission, we'll ask you to sign a Pet Agreement. If we don't give permission, we'll contact you to explain why.
- 3.3 Where we discover a pet is being kept without our knowledge, we may give permission retrospectively if other conditions for keeping a pet can be met. Charges for granting permission may apply and will be higher if this is to be granted retrospectively.
- 3.4 If you feel we've refused a request for a pet unfairly, you can appeal by contacting us and letting us know why you feel our decision is unfair.

4.0 Keeping a pet – what are your responsibilities?

- 4.1 You keep your animals in a reasonable manner and not allow them to cause a nuisance to anyone or cause damage to your home, block, or estate. You must not keep, or allow visitors to bring to your home, any livestock or animal classed as wild or dangerous in law. Visitors can bring animals to your home for short periods of time (less than 48 hours), as long as they don't cause nuisance to neighbours.
- 4.2 If you're going to have a pet staying in your home for longer than 48 hours, you'll need to contact us for temporary permission.
- 4.3 We may ask you to keep animals in a separate room when we visit your home e.g. contractors visiting to carry out a repair. You and your visitors must always keep dogs on a lead in communal areas of our buildings and grounds. Dog mess must be cleared up.
- 4.4 We encourage responsible pet ownership, in accordance with the law. We'll refer to the RSPCA if we suspect animal cruelty or neglect and encourage anyone who reports concerns about a pet to us to do the same.
- 4.5 We expect pet owners to agree to comply with all relevant regulations and laws concerning the welfare, control, responsible ownership, and protection of animals.
- 4.6 We use the advice given by the RSPCA on the welfare of animals, separated on their website by different types of pet. Advice differs depending on the type of animal and means providing for the animal's health and happiness.
- 4.7 We'll contact the RSPCA if you have a court order banning you from keeping animals and we are aware you have animals at your property.

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- 4.8 You must not bury pets in any private or communal garden.
- 4.9 If you live in accommodation with communal areas, such as lounges or gardens, your pet may not be allowed in these areas without prior agreement. You must not allow your pets to foul in communal gardens. This means taking dogs off site to toilet and not allowing cats in communal gardens where possible.
- 4.10 Failure to meet these conditions may be a breach of your occupancy agreement and may result in the loss of your home.

5.0 What if there's a problem with my pet?

- 5.1 If there are problems with a pet in your home e.g. noise complaints, we'll work with you to solve any problems in line with our <u>Anti-Social Behaviour Policy</u>.
- 5.2 If pets cause damage to your home or common areas of your block or estate, we'll charge you in line with our *Chargeable Works Policy*.
- 5.3 We will ask you rehome your pet(s) if:
 - You are keeping pet(s) where we wouldn't give permission or refused your request
 - Your pet is causing a nuisance, and you are not working with us to resolve this
 - Your pet is causing a nuisance, and there are no further options to resolve this
 - Your pet attacks or injures other animals or people
 - Your pet is causing damage to the property, or the condition of your property is unhygienic because of your pets. This includes communal areas.
 - You have too many pets in your home.
- 5.4 If we ask you to rehome any pet, we'll tell you why and discuss with you a timescale for you to remove the pet from your home. We'll confirm in writing.
- 5.5 Failure to meet any of the conditions in this Policy may be a breach of your occupancy agreement which could result in the loss of your home. We strongly encourage you to engage with us to resolve any issues to avoid putting your home at risk

6.0 Additional information for leaseholders

- 6.1 Some leases require us to enforce restrictions in both your and your neighbours' leases. When we are required to do this, we're unable to give you consent for a pet.
- 6.2 Where the lease provides us the flexibility to grant consent, we'll follow this Policy.
- 6.3 If you are buying one of our homes, you must make sure you're allowed to have pets before you commit to buying. If you aren't allowed to have pets, we may ask you to rehome your pet or take action against you.

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- 6.4 If you have a pet without our consent, our decision to take action against you will be based on the terms of your lease and any other factors compelling or restricting what we are able to allow.
- 6.5 We normally charge a fee to consider consent for pets. We'll waive this charge if you ask for consent prior to buying your home.

7.0 What we've done to ensure this Policy is fair

- 7.1 We've carried out an Equality Impact Assessment to consider the positive and negative impacts this Policy may have on people with protected characteristics under the Equality Act 2010.
- 7.2 We recognise some residents, prospective residents, and those wishing to access our services may need adjustments due to a language barrier, disability, cultural need, or vulnerability. In these circumstances, in line with our Reasonable Adjustments & Vulnerable Needs Policy, we'll work with residents to ensure we consider their specific needs, on a case-by-case basis, provided it doesn't compromise health and safety to individuals or homes. This includes working in partnership with other agencies to ensure we manage and mitigate any known risks of safety and wellbeing.
- 7.3 We aspire to embed diversity and inclusion within the culture of our business activities

8.0 Review

8.1 We will review this Policy to address legislative, regulatory, best practice, or operational issues.

Policy controls

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