

Selby District Council - Pet policy (2021)

This policy applies to everyone who is currently housed or eligible to be housed by Selby District Council. It does not apply to leaseholders, whose lease terms will determine the matter of pet ownership. This policy aligns with Selby District Council's Tenancy Agreement for Introductory, Secure and Flexible tenants and provides further details about keeping pets in Council homes for new and existing tenants.

1. Objectives

- 1.1 To provide a fair, balanced and sensitive framework for tenants on keeping pets in their home. We understand that pets play an important role in the wellbeing of our tenants in regards to both emotional and physical health. Generally, the Council will allow its tenants to keep pets where the property type is suitable, the Tenancy Agreement is complied with and the animal's welfare is assured.
- 1.2 To create operational procedures that deliver consistent practice and decision making, allowing for a degree of flexibility when considering individual requests to keep pets that fall outside of this policy statement.
- 1.3 To acknowledge the disruption that uncontrolled and irresponsible pet ownership can have on animal welfare and on local communities. This policy therefore states what action the Council will take against tenants who do not have written permission to keep a pet, or where there is a breach to the policy. This includes causing injury to others, noise nuisance or smells, fouling, or pets damaging property.

2. What pets can I keep?

- 2.1 We take a positive view about residents keeping many different animals as pets. Examples of the type of pets we consider suitable include:
 - Domesticated dogs, cats, rabbits, and rodents (such as rats, mice, gerbils and hamsters),
 - Budgerigars and other similar caged birds,
 - Fish suitable to be kept in domestic aquariums,
 - Fish in garden ponds,
 - Non-poisonous insects, spiders, snakes and reptiles under two feet in length fully grown,
 - Chickens but not cockerels.
- 2.2 Generally, the Council will not give permission to keep an exotic pet because of the difficulties in meeting their welfare needs.

3. Conditions to pet ownership

- 3.1 As per Selby District Council's Tenancy Agreement, anyone wishing to keep a pet must ask permission from us first. This can be done by contacting Housing Tenant Services or your Neighbourhood Officer. Permission, if granted, will always be in writing. Permission is not required for tenants to have a registered assistance (e.g. guide) dog, but tenants must inform us.
- 3.2 In order that permission is granted by the Council, certain overriding terms and conditions must be satisfied. They are:
 - Unless agreed otherwise, no more than two domestic pets will be allowed in any one property (note, there may be properties where size and/or layout means that the number or type of pet permitted is reduced).

- Any dog kept as a pet is not a breed prohibited by the Dangerous Dogs Act 1991 (or any act that later replaces it).
- The animal does not require a licence nor has a Control Order placed upon it.
- The animal is not considered wild, dangerous, endangered or poisonous; or considered to be livestock including horses, ponies, fowl or game birds or similar; or animals covered by the Dangerous Wild Animals Act 1976 (or any act that later replaces it).
- The pet will not be the subject of any breeding or business activity from the property.

3.3 Permission may also be refused where:

- The tenant or another household member has any history of abandonment, cruelty, neglect or mistreatment of animals, or convictions for any offences under the Dangerous Dogs Act 1991; or has been disqualified from keeping animals or a particular type of animal due to a conviction.
- The tenant or another member of the household has previously left a pet behind when moving out of a Selby District Council owned property.
- Evidence suggests that the tenant does not have the financial means to appropriately feed and/or care for their chosen pet(s).
- The tenant or another member of the household has had tenancy enforcement action taken against them previously in relation to their ownership of pets in any social rented property.

3.4 There are certain properties where consent to pet ownership 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. 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, owing to the layout of the scheme.

3.5 In most instances, tenants will not be given permission to have dogs in above ground floor flats or where they share communal areas with other residents.

4. Signed declaration

4.1 All tenants seeking permission to keep a pet will be required to also sign a 'Responsible dog/pet owner Agreement' – see Appendix A. The conditions included within this agreement must be adhered to at all times whilst the agreement is active.

5. Permissions

5.1 In all cases where the Council refuses permission to keep a pet, the Council will explain the reasons fully to the tenant in writing.

5.2 Permission will only be granted to keep the animals specified by the Council and at the tenant's current address. The tenant must ask for permission if they move to another property or wish to keep more or different animals.

5.3 If a tenant acquires a pet without first seeking and being granted permission:

- They will be required to find an alternative permanent home for the animal if it falls outside the suitable animals listed in Section 2, or

- They will be required to ask for retrospective pet permission and be shown to have complied with all relevant conditions in this policy. Failing this, the tenant may be required to find an alternative permanent home for the animal.
- 5.4 Similarly, permission once granted can be removed if a pet causes injury, nuisance or damage to others, or puts people's health at risk. If a tenant fails to remove their pet when asked, the Council may class this as a breach of the tenant's Tenancy Agreement.
- 5.5 You must also get Council permission in writing before you build any structures for keeping pets (for example - aviaries, external dog kennels, pigeon lofts and ponds).
- 5.6 The council will consider requests from tenants who wish to foster pets on behalf of animal charities (or to look after pets belonging to friends or family as a temporary measure) on the same basis as any other request for permission - in terms of numbers of animals, animal type and property type. Tenants should apply for permission in the same way and contact Housing Tenant Services or your Neighbourhood Officer. They may also be expected to provide supporting information from a recognised charity.

6. Tenancy Management issues

- 6.1 The Council will investigate complaints in regards to breaches of this policy or any issues which may arise from tenancy visits.
- 6.2 The Council will contact the tenant to discuss complaints and where possible a visit to the property will be made to establish further information.
- 6.3 If the Council believes a tenant is keeping a dog of an illegal type in their property, unless the dog is exempt, this is a criminal offence and the police will be made aware. Action can also be taken for breach of the Tenancy Agreement.
- 6.4 If the tenant is keeping their pet in any way which causes a nuisance, tenancy management options include, but are not limited to:
- Writing to the tenant to remind them of their responsibilities and explain the potential consequences of their actions.
 - Providing information from animal welfare charities as to how to look after the pet.
 - Advising the tenant they must rehome the animal in a responsible manner within a given time period (support for this may be offered).
 - Taking action for Anti-Social Behaviour or breaching the Tenancy Agreement (warning letters or mediation may be appropriate).
 - Issue an injunction.
 - Undergo proceedings to extend an introductory tenancy or demote a secure tenancy, or possession proceedings for a secure tenancy.
 - In cases of neglect or cruelty, report the matter to the RSPCA or police.
- 6.5 If a tenant moves out of, abandons or is evicted from a Council property, and leaves a pet behind, this animal is considered 'property' in law and the Council will take action as with other items left in the property. Any costs incurred by the Council in dealing with the animals left behind will be recharged to the tenant.

7. Right of review

- 7.1 In the event that a tenant is either refused permission to keep a pet or that permission is withdrawn at any point in their tenancy, they have a right to review. This should be in written form and lodged with the Housing Tenant Services Team within 21 days of the original decision.
- 7.2 A more senior officer will review the original decision and a written outcome provided to the tenant within 28 days of the review being received.
- 7.3 If the tenant remains unsatisfied with their review decision or with the review process generally, they should then look to our Corporate Complaints Procedure.

8. Visiting pets

- 8.1 Council tenants are responsible for visitors to their property, and should not permit people to visit with pets if their property is not suitable i.e. has a communal entrance, such as a multi-story flat. The exception to this is visitors who have a recognised support dog from an approved agency.
- 8.2 Any pets visiting the property must not cause a nuisance while they are at the property and visitors are expected to comply with Section 4 of this policy.

9. Changing circumstances

- 9.1 Some tenants may at some point become unable to care for their pet in accordance with the conditions set out in this policy. In such circumstances, the Council will make every effort to work with the tenant to explore alternative options.
- 9.2 Ultimately however, the pet's welfare and the impact on neighbouring residents must be taken into account when deciding whether the tenant is able to keep their pet.
- 9.3 If it is decided to remove permissions under these circumstances, the Council recognise that assistance may be required in re-homing the pet.

10. Existing tenants

- 10.1 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 (subject to them being an animal type listed in Section 2), are prepared to comply with this policy - including number of pets allowed, and sign the 'Responsible dog/pet owner Agreement.' At this point, the Council will grant retrospective permission.
 - This amnesty will last for six months from the date this policy is published, 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 made clear in Section 4 above or if they are keeping prohibited pets under this policy as set out in Section 2.
 - Any tenant who wants to come forward and be granted amnesty, but who thinks their current circumstances do not comply with aspects of the policy, should come forward and speak to their Neighbourhood Officer as to whether any exceptions can be granted or agreements put in place.

11. Monitoring

- 11.1 This policy will be initially reviewed after twelve months and thereafter every three years unless required earlier through legislative or regulatory changes.

Appendix A

Responsible Pet Owner Agreement

I, [insert tenants name and address] _____

confirm that I have the following pet(s):

Name of Pet	Breed	Description

I agree that:

- If there are any changes in the above details, I will inform the Council.
- I will not let my pet(s) damage Selby Council property, that includes but does not restrict to:
 - Skirting boards
 - Doors
 - Fencing
 - Kitchen cupboards
 - Banister
- If my pet(s) damage property belonging to Selby District Council I will repair/put right the damage at my own expense or ask SDC to repair/put right the damage and charge me for the work.
- I will not breed my dog(s)/pet(s) without permission. If I am granted permission, I will not breed my dog(s)/pet(s) for profit. Breeding may be seen as running a business from my property which I understand is a breach of my Tenancy Agreement (unless permission has been granted).
- I will not leave my pet(s) alone in the house or garden for long periods of time while no one is in the property.
- If Selby District Council receives complaints about my pets(s) I may be asked to re-home them. A timescale will be set depending on the severity of the offence.

- I will pick up and dispose of my pet(s) excrement in my garden and not allow excrement to build up and cause a nuisance to neighbours.
- If my pet(s) ruin/destroy the grass e.g. digging holes and churning up the grass, I will make good the damage and leave the garden in the same state as when I moved in.

Where applicable:

- As per the Microchipping of Dogs (England) Regulations 2015, I will have my dog(s) microchipped once over the age of 8 weeks old.
- I will not let my dog(s) leave the property unescorted.
- I will keep my dog(s) under control at all times on a lead unless in a place where dogs are allowed to run free.
- My dog(s) will wear a collar with my contact details attached such as a medal.
- I will take a responsible attitude to ensure public safety such as fitting a muzzle on my dog(s) when in a public place if considered necessary.
- If my dog(s) fouls in a public place such as the street or park I will pick up my dog(s) excrement and dispose of it in special bins or take it home to dispose of.

Signed: _____

Name: _____

Date: _____