

TENANCY PET POLICY

REQUEST TO KEEP A PET

Title: _____ **First name:** _____

Last name: _____

Address: _____

Telephone: _____

Email: _____ **Telephone:** _____

Type of accommodation where the pet will be kept: House Flat Maisonette

If a flat or maisonette what floor is the property on: Ground 1st Floor Other (specify)

Does the property have direct access to its own garden: Yes No

If yes, what is the approximate size: _____

Does the property have direct access to a shared garden or open space: Yes No

If yes (a) what is the approximate size and (b) who do you share the garden/space with: _____

Apart from you, how many other adults live at the property: _____

How many children live at the property and what are their ages: _____

Has a complaint ever been made against you or anyone else in the household regarding the behaviour of a pet:

No Yes (if 'yes' please provide details)

Have you or has anyone else in the household ever been disqualified by a Court from having custody of an animal:

No Yes

(if 'yes', this may not necessarily preclude you from applying provided the period of disqualification has expired, but please explain why you believe that you should be able to have this pet)

What species (and breed) of pet do you wish to keep: (e.g. dog/cat/rabbit etc.)

If not you, who will be the primary carer for the pet:

(NB this person must be over 18 years old and live permanently at the property)

What, if any, previous experience does the proposed primary carer have of keeping a pet of this type:

How will you ensure that the pet receives adequate exercise:

(If the pet is a cat or dog) will it be under six months or older than six months:

(If the pet is a dog) how will training will be provided:

If the primary carer should go away (e.g. on holiday) what is the name and telephone number for the person who will be primarily responsible for the pet:

What other pets, if any, do you have at the property (specify species as well as number):

How will the animal be cared for during the day:

If a dog, how will you ensure it is microchipped:

If you have already got the pet

Age of pet:

Description of pet (e.g. breed/type; colour; distinguishing features):

Microchip number (if any):

If the pet is a dog or cat:

(a) Are you the registered keeper on the database, and (b) Does it have your current address recorded:

Yes No (if 'no' please say why not)

(If the pet is a dog) What training has it received:

(If the pet is a dog) How would you describe its behaviour towards other animals

(in particular other dogs or cats):

Has the pet been neutered:

Yes No (if 'no' please explain how you will prevent breeding without our prior consent)

What is the name, address and telephone number for the pet's vet:

Please attach a recent picture of the pet to this request (if it is a dog or cat)

By signing this request to keep a pet I am declaring that:

- I will be legally responsible for my pet at all times
- I will be a responsible pet owner at all times

I have read the Pets Policy and the conditions of my tenancy agreement relating to keeping pets in my property and will comply at all times.

I understand that I have responsibility for all pets that live at the property (even if I may not be the pet's primary carer) and that a separate application must be submitted for each pet (including any pets that are owned by others who live in the property).

I understand that if I breach the Pets Policy and/or the conditions of my tenancy agreement that permission to have the pet may be withdrawn in addition to any other enforcement action that the landlord may take.

Date:

Signed:

Name:

PETS POLICY

Owning a pet has many benefits. But with ownership comes responsibility. Permission to keep a pet is therefore subject to a number of conditions.

The relevant part of your tenancy agreement states:
[insert any relevant provisions in the tenancy agreement]

YOU DO NOT NEED PERMISSION FOR:

- A registered assistance dog (with an accredited member of Assistance Dogs International or the International Guide Dog Federation) – although we would still encourage you to notify us
- A reasonable number of small caged birds (e.g. budgerigars or canaries)
- A reasonable number of small caged animals (such as hamsters, mice or gerbils)
- A reasonable number of fish contained in a tank not exceeding 33 gallons (155 litres)

If you are in doubt whether you need to apply for permission, or what we would regard as 'reasonable', please make the request and we will tell you.

Permission to have a pet is specific to the property not to the person. This means that any time you move you will need to re-apply for permission – this would apply even in the case of a mutual exchange or a transfer.

Permission will not be unreasonably withheld, delayed or withdrawn. Each request will be treated on its own merits having regard to various matters, which of course will vary according to the species, such as:

- the type and size of home you live in
- the size of garden (if any)
- species, size and number of pets
- your history of keeping a pet
- how you will ensure that the pet receives sufficient exercise
- the pet's age and level of training
- how the pet interacts with other animals
- microchipping of dogs, which is a legal requirement

Permission will not be granted (or if already granted it shall be withdrawn) if you are disqualified from having custody of an animal.

Permission is unlikely to be granted for:

- more than two dogs or
- more than two cats, or
- more than one dog and one cat

Permission is unlikely to be granted for exotic pets (such as reptiles or spiders).

Permission will not be granted if the pet:

- is a dog that is of a type that is prohibited by Section 1 of the Dangerous Dogs Act 1991 (such as a Pit Bull Terrier type dog) unless the dog has been exempted from the prohibition by a Court Order and the terms of the exemption are being fully complied with, or
- requires a licence (or even if it is licensed) under the Dangerous Wild Animals Act 1976 (as amended), or
- is a farm animal – for example chickens, sheep, goats, pigs, cattle or horses.

Where permission has been refused or withdrawn we will notify you of the reason(s). It is your responsibility to arrange for the rehoming of the animal. If the pet is a dog and it dies, you will need to apply for permission again if you want to keep another dog.

WITHDRAWING CONSENT

In addition to any other enforcement action we may take, permission may be withdrawn at any time if any of the terms of this Pets Policy and/or the conditions of the tenancy agreement are not complied with. Enforcement action will be reasonable and proportionate. Action we may take includes:

- We may be able to offer you education and support. In particular, due to an arrangement we have with Battersea Dogs & Cats Home, we may enrol you on their Pet Ready Training Programme
- Recommending mediation or arbitration services.
- An injunction to make you take specified steps (which may include removing the pet).
- Involving other organisations such as the RSPCA, the Police or the Environmental Health Department.
- Request that you comply with a revised Pets Policy with additional conditions.
- Serving a Notice of Seeking Possession which may lead to possession proceedings for breach of tenancy agreement, which may result in you losing your home. This is usually only used as a last resort where other reasonable measures have not worked.

CONDITIONS

Microchipping

If the pet is a dog, permission will not be granted unless it has been microchipped. You must provide us with written confirmation that this has been done and the identification number. You must ensure that your details (name, address and phone number) are kept up to date on the microchip database, and that you continue to update the record if there are any changes. If the pet is a cat, we recommend that it is also microchipped.

It may be possible to have your pet microchipped for free. For example if it is a dog, then you will be able to have it done free of charge at any of the three centres operated by Battersea.

Collar and tag

If your pet is a dog, it should wear a collar and must wear a tag with your name and address clearly inscribed, when outside your property.

Neutering

If your pet is a dog it must be neutered, at your expense, if we believe that you persistently allow it to stray or if it is recommended by:

- (a) a veterinary surgeon, or
- (b) an animal behaviourist, or
- (c) a trainer.

Breeding

The pet shall not be used for breeding purposes without first obtaining our written permission. Permission will not be granted unless you can prove to our reasonable satisfaction that:

- (a) It would not be detrimental to the health of the pet, and
- (b) It is not for the purpose of making a profit, and
- (c) You will be able to find suitable homes for the offspring.

Permission is required before each proposed mating.

Businesses

You must not run a business from your home without our prior written permission and seeking the appropriate licence. This may include:

- breeding dogs for sale
- selling animals as pets
- dog day care
- home boarding for dogs.

Control

Your pet must be kept under proper control, especially when in public and communal areas.

In particular your pet must not injure anyone or make them fear injury. If your pet is a dog, when it is outside of your home but is in a communal area it must be kept on a short, fixed lead.

You must have regard to postal workers or others who may post items through the letter box – please make sure that they can do this safely.

When away from the property you must ensure that you comply with any Public Spaces Protection Orders (as well as any byelaws) that may be in force.

Nuisance

The pet must not cause a nuisance or annoyance to neighbours, visitors or their animals. Examples of nuisance behaviour would include:

- roaming and unattended pets
- fouling in communal areas that is not removed immediately
- noise (such as a dog barking so that it is intrusive and irritating to others in the locality)
- unpleasant odour.

Fouling

Pets must not be allowed to foul inside the property, except for caged pets and pets trained to use a litter tray. Any pet faeces must be removed immediately from the garden or other outside areas and disposed of safely and hygienically.

Damage

You should take every reasonable precaution to prevent damage to your property or communal areas. We would expect instances of damage to property or communal areas to be rare.

- If it does happen, in addition to any other enforcement action we may take, you will be responsible for paying for the repair
- You must not allow your property to become unhygienic.

Balconies

Balconies are not an appropriate place for pets. If you have a balcony, the pet must not be kept there, whether or not you are present.

Welfare

You have a duty of care towards your pet. This means that you must take such steps as are reasonable in the circumstances to ensure that the needs of the pet are met to the extent required by good practice. This includes the following:

- (a) the need for a suitable environment
- (b) the need for a suitable diet
- (c) the need to be able to exhibit normal behaviour patterns
- (d) any need to be housed with, or apart from, other animals
- (e) the need to be protected from suffering, injury and disease.

You must ensure that your pet has routine healthcare, which includes the control of fleas & worms and vaccinations (where appropriate).

If your pet is a dog, it must not be left on its own for a lengthy period. As a guide, this would be 4–6 hours.

If you go away, specific arrangements must be made to provide the pet with satisfactory care.

If we suspect that you have caused unnecessary suffering to your pet or have failed to take such steps as are reasonable in all the circumstances to ensure that the needs of the pet are met to the extent required by good practise, we may report this suspicion to the RSPCA or to the Police (in addition to any other action we may take ourselves).

Containment

It is your responsibility to ensure that the pet does not escape from the property. If you have a garden, you must inspect the boundary at regular intervals and carry out such repairs as may be required from time to time.

Abandonment

You must not abandon the pet. If you do, in addition to other action we may take against you, we may report you to the RSPCA and we shall assume that you no longer want the pet back. Any cost we incur due to your abandonment of the pet will be recharged to you.

Insurance

If your pet is a dog we encourage you to have third party liability insurance that covers you for claims for:

- injuries to people
- damage to property
- harm to other animals.

Changes to this Pets Policy

We reserve the right to amend this Pets Policy at any time.