



# Standard Pets Policy (Private Rented Sector) September 2018

*This Standard Pets Policy (Private Rented Sector) is intended to assist private landlords when considering drafting a pets policy. It is not intended to constitute legal or other professional advice and landlords should seek their own expert advice to ensure their policies are applicable to their particular circumstances and properties and in relation to any related legal or compliance issues.*

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<b>Landlord:</b>	
<b>Tenant(s):</b>	
<b>Pet name(s) &amp; breed(s):</b>	
<b>Property address:</b>	

## 1.0 Policy Statement

- 1.1 This policy is relevant to all animals kept by tenants, including mammals, birds, reptiles, amphibians, fish, insects and other invertebrates, hereafter referred to as 'pets'.
- 1.2 Tenants, relatives and visitors must not keep any pet at the property unless they have written permission to do so from the landlord.
- 1.3 The landlord may take action against tenants where they do not have written permission to keep a pet, or there is a breach of the tenancy such as tenants allowing pets to cause nuisance. This includes, but is not limited to, noise nuisance, fouling, damage to property (internally and externally), causing injury to others through biting, and anything else deemed a nuisance. Consideration will be given to some pets' natural behaviour to vocalise of which there are no recommended means of control.
- 1.4 Tenants are requested to provide a reference for their pets from their former landlord if they have rented with their pets previously.
- 1.5 This procedure has been developed by the RSPCA's Science and Policy teams. Tenants should read the Welsh Government's Codes of Practices for their pet, which are available on the Welsh Government's website (<https://beta.gov.wales/animal-welfare-pets>). Additional advice and guidance on how to best look after specific animal types can be found on the RSPCA's website (<https://www.rspca.org.uk/adviceandwelfare/pets>).
- 1.6 This policy will apply for the duration of the tenancy and any renewals.
- 1.7 In applying this policy, the landlord will consider special circumstances, where these can be demonstrated.

## 2.0 Conditions of having a pet

- 2.1 There are certain conditions that tenants will be required to demonstrate if they wish to have a pet at their property:
- 2.2 Anyone who is responsible for an animal, even on a temporary basis, is required under The Animal Welfare Act 2006 to care for them properly. This means taking reasonable steps to ensure that their welfare needs are met. These needs include:
1. The need for a suitable environment.
  2. The need for a suitable diet.
  3. The need to be able to exhibit normal behaviour patterns.

4. The need to be housed with, or apart from, other animals.
  5. The need to be protected from pain, suffering, injury and disease.
- 2.3 Pets must not be left unsupervised in the property for long periods of time, the duration of which is dependent on animal type. Not only could this cause distress to the pet, but it could also cause disturbance to neighbours. If tenants are in full-time employment or have full-time commitments, they may be asked to demonstrate how their pet will receive appropriate care. All pets, irrespective of species, need to be checked on a daily basis and tenants should ensure a process is in place if they are away from the property.
  - 2.4 Routine healthcare needs to include regular preventative control of parasites such as fleas and worms, vaccinations and neutering where appropriate. Properties also need to be regularly treated to help prevent fleas. Tenants may be asked to provide details of a vet and/or evidence that the pet is regularly treated.
  - 2.5 Animals can have specific needs for example in terms of environment, space and nutrition. Tenants must take this - and their own individual circumstances - into account when considering ownership. It may be difficult to meet the individual pets' needs, in which case ownership is discouraged.
  - 2.6 Pets must not be allowed to foul inside the property, except for caged pets and pets trained to use a litter tray. Any fouling must be removed immediately from the garden or outside areas and disposed of safely and hygienically.
  - 2.7 The breeding of animals for a tenants' business, hobby or any other reason is prohibited.
  - 2.8 It is a legal requirement to microchip dogs and keep contact details up-to-date and tenants should ensure all pets (e.g cats, ferrets and rabbits) are microchipped, where appropriate.
  - 2.9 All tenants granted permission to have a pet at their property will be required to complete a Pet Welfare document (appendix four). This document will ensure that the landlord is aware of the number of pets on the property, whether the pets have vaccinations and are microchipped. In addition, contact details of a family member or friend who can be contacted in the case of an emergency will be required. Under the Control of Dogs Order 1992, all dogs must have a collar with the name and address of the owner, to be worn in public.
  - 2.10 Any modification to the property (for example, installing cat flaps, reinforcing fencing, building outdoor sheds) must have prior landlord permission. Some structural modifications may also require permission from the local authority planning team.
  - 2.11 Any tenant moving property, whether through eviction, absconding or abandonment, must take any pets with them before moving out. Failure to do so could result in costs being recharged to the tenant and the police or RSPCA being informed. If the tenant plans to be away from the property for a period of time (e.g. overnight), they must make arrangements for the care of their pet/s, including meeting all the pets welfare needs and checking on their pets at least daily.

2.12 Under no circumstances must pets be tethered. Tethering can lead to injuries and restricts the ability of animals to behave normally. Should evidence of this be brought to the attention of the Landlord this information will be passed to the relevant authorities or the RSPCA.

### 3.0 Permission process

3.1 Any tenant requesting to keep any pets at their property must complete a landlord permission form. Permission will not be unreasonably withheld.

3.2 Where permission is granted, a letter will be sent informing the tenant of the conditions (appendix one).

3.3 Agreement to abide by the conditions (appendix two) will need to be signed by the tenant.

3.4 Where permission to keep an assistance dog is received, permission will be approved in line with the Equality Act 2010 on receipt of the correct proof of registration.

3.5 Where permission is refused, a letter will be sent outlining the reasons for this decision (appendix three). Examples of reasons why permission may be refused are referred to in section 4.0. This list is not exhaustive.

3.6 Where the landlord becomes aware that a tenant has a pet but does not have the required consent, the tenant will be advised to submit a retrospective request for permission. The request will be processed in the same manner as a current request.

3.7 In the case where a pet with landlord's consent passes away, a further request would be required for any replacement or additional pets.

3.8 Permission will only be granted where an assessment indicates that the size of the property is adequate for the type of pet requested.

### 4.0 Special circumstances

4.1 Section 1 of the Dangerous Dogs Act 1991 will apply to all requests for permission. Under the Act it is an offence to possess any dog of the type known as Pit Bull Terrier, Dogo Argentino, Fila Brasileiro and Japanese Tosa unless they have secured exemption from the prohibition. This means that a court was satisfied that the dog posed no risk to public safety and has been placed on the Index of Exempted Dogs (IED). The owner must meet the conditions of exemption as follows:

- the dog must be neutered and microchipped;
- the owner/keeper must take out (and renew each year) third party insurance for the dog;
- the dog must only be taken out in public by someone over the age of 16, kept on a lead and muzzled when in public;
- the dog must not be bred from, gifted or otherwise disposed of and

- registration on the IED

This list is subject to change by legislation; any changes to the list will apply to this procedure.

- 4.2 Tenants applying for permission for pets recognised under the Dangerous Wild Animals Act 1976 (as amended) will not be approved. This list is subject to change by legislation; any changes to the list will apply to this procedure. [Police force name] may be informed of any illegal animals in the property.
- 4.3 If a pet has ever caused serious injury to a person, or if it is dangerous in any other way, for example, venomous snakes, permission will be refused. If permission has already been granted, and an incident occurs or further information is disclosed, this permission will be revoked. This includes, but is not limited to, all animals listed under the Dangerous Wild Animals Act 1976, and any dog found to be dangerously out of control in a public place under the Dangerous Dogs Act 1991.
- 4.4 Permission for non-domestic animals, for example, primates, livestock, horses and wild animals may be refused. It is the discretion of the landlord to potentially allow the keeping of poultry and some species of livestock if the tenant can show their experience of keeping those animals, there is space at the property and the welfare of the animals can be assured.
- 4.5 If the tenant or a resident living at the property has any convictions or past 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 due to a conviction, permission will be refused.

## 5.0 Visitors, fostering and burials

- 5.1 The tenant should seek permission from the landlord before any pets visit the property, where there is appropriate time to do so. Any pets visiting the property must not cause a nuisance; the tenant will be liable for any nuisance caused at a property. The landlord may disallow pets from visiting the property, or refuse or revoke any permission for pets to visit the property, where nuisance has occurred.
- 5.2 Requests to foster or temporarily look after pets on behalf of others e.g. animal charities will follow the same process as other requests for permission.
- 5.3 Should the tenant wish to bury a deceased pet in the garden the tenant must:
- Obtain the landlord's permission and if granted:
  - Ensure the deceased pet is buried deep enough (at least 3ft) to prevent other animals digging it up
  - Bury the deceased pet away from a water course
  - Check that the deceased pet did not die of infectious disease.
- 5.4 If a pet dies of infectious disease, the tenant must ensure that it is cremated.

## 6.0 Breaches

- 6.1 If any of the conditions stated in this document are broken, appropriate action may be taken by [the landlord](#).
- 6.2 The landlord will investigate issues, including noise and hygiene nuisances, raised according to Breach of Tenancy Procedures and/or the Anti-Social Behaviour policy as appropriate.
- 6.3 Reports of cruelty, neglect or impact on health and welfare of any animal in the care of a tenant will be reported to the relevant authorities.
- 6.4 [The landlord](#) has the right to withdraw permission and require the removal of a pet where the conditions of this Policy are breached.
- 6.5 Legal action, such as applying for an injunction or eviction will be considered where a tenant refuses to co-operate to address concerns.

## 7.0 Supporting legislation and guidance

A number of pieces of legislation and guidance have informed this procedure including:

- Animal Welfare Act 2006;
- Control of Dogs Order 1992;
- Dangerous Dogs Act 1991;
- Dangerous Wild Animals Act 1976;
- Equality Act 2010;
- Housing Act 1988 (as amended 1996);
- Offences Against the Person Act 1861;
- Practical Guidelines on Pet Management for Housing Providers;
- Section 34 and 35 of the Policing and Crime Act 2009;
- The Microchipping of Dogs (Wales) Regulations 2015

## 8.0 Review of procedure

This procedure will be reviewed every three years, or sooner if there are any significant changes to legislation.



## Appendices

### Appendix One: Permission Granted

Dear Tenant,

Further to your request dated XXXX, I am pleased to inform you that permission has been granted for you to keep a XXXX at your home. This permission is granted conditional upon the following:

1. As required by law all dogs must be microchipped and details kept up-to-date on the microchipping database and will be enforced by the Police and the local council. Any dog found not to be microchipped will be removed by the Police or council, microchipped, the cost of the microchipping recovered and the owner fined up to £500. All pets should be microchipped, where appropriate and their details kept up to date.
2. Any animal(s) should not be allowed to cause a nuisance or annoyance and is not used in an anti-social manner, otherwise you may be required to remove them from your home.
3. You must ensure that your home is kept in a clean and orderly condition by not allowing pets to foul or cause any damage in your property, on the boundaries of your garden or in any communal area or in any other way breach the tenancy. You will be responsible for ensuring any fouling is cleaned and disinfected to a high standard. Any soiling that requires external cleaning may be recharged to you.
4. You will meet the welfare needs of the animal ensuring adequate provision for care should you be taken ill, or your mobility deteriorate or if you are away from the property for any other reasons.
5. You will abide by all applicable terms of the Pets Policy.

There are organisations that provide advice and can, where necessary, care for your pet if you do not have a friend or relative who will do this for you. All tenants responsible for pets have a legal requirement to meet the welfare needs of their animals. The Welsh Government has produced a number of Code of Practice guidelines for the welfare of particular pets, including cats, dogs and rabbits. These guidelines are available on the Welsh Government's website (<https://beta.gov.wales/animal-welfare-pets>).

You are also encouraged to take out insurance for your pet, keep up to date with vaccinations and have your pet neutered. There are some initiatives locally that can help with this. For more information, visit the RSPCA or your local council's website.

If you have any further queries, please do not hesitate to contact me at the above address/telephone number.

Yours sincerely

Landlord





## Appendix two: Agreement to abide by the conditions of permission and the Pets Policy

Mr/Mrs/Ms/Mx

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Address

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- I have read the attached letter, stating the conditions for permission to keep a **XXXX** at my home, and the Pets Policy.
- I understand that should I fail to adhere to these conditions, permission may be revoked **by the landlord** at which point I will remove the animal.

Signed

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Date

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### Appendix three: Permission Denied

Dear tenant,

I write with regard to your request dated XXXX to keep a [xxx] at your home.

Having considered your application, I regret to inform you that you have not been granted permission to keep the pet(s)/animal(s) at your home. This decision has been made on the following grounds: -

*Condition of property/ Court order preventing pet ownership/ Other*

\*\*\*free text\*\*\*\*

I am therefore now giving you 28 days from the date of this letter to remove the pet(s)/animal(s) from your property as you are aware no prior permission was sought to take in the animal(s) in accordance with the terms of your tenancy agreement. If your pets are not removed within this time, we reserve the right to begin legal proceedings. You may wish to consider contacting local animal welfare organisations who may be able to assist you. Local organisations that could assist you include:

- XXX
- XXX
- XXX

Yours sincerely

Landlord.

## Appendix four: Pet Welfare Form

Tenants Name	
Address and contact number	
Type of pet	Colour
Breed or type (if applicable)	Features
Name of pet	Microchipped? Yes/No Microchip number
Approximate age of pet	Neutered? Yes/No
Do you consider yourself able to care for this pet currently? Yes/No	
Vets Details	
Known health conditions of the pet	
<p>If I am taken unwell or am away from the property for whatever reason or am unable to look after my pet or in the event that xxx cannot contact me, I request that the following person to be contacted to take responsibility:</p> <p>Name Address Relationship to me Telephone number(s)</p> <p>I also give consent for the above person to assist in allowing access into my property in my absence or agree that in any event xxx may gain access in my absence if they have concern for the welfare of any animal(s) in my property whether they are able to contact the above person or not.</p> <p>In the event that the person giving us a contact above are themselves not contactable and/or refuse to take responsibility I agree that the landlord may contact the Police, RSPCA or a local animal welfare organisation to remove my pet for its own welfare and I would be responsible for any costs incurred.</p> <p>I confirm I am not disqualified from keeping an animal due to a conviction. I have no convictions for any offences under the Dangerous Dogs Act 1991</p>	

Tenant's signature

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Date

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