

SOCIAL HOUSING

Pet Policy

Document Control

Version	1.1	Date modified:	31.08.2018
Responsible Officer (s)	Director of Housing		
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Other Relevant Policies and Legislation

The States Housing (Statutory Tenancies) (Guernsey) Regulations, 2005
The States Housing (Statutory Tenancies) (Guernsey)(Amendment) Regulations, 2006
The States Housing (Statutory Tenancies) (Guernsey)(Amendment) Regulations, 2007
The States Housing (Statutory Tenancies) (Guernsey)(Amendment) Regulations, 2016
Allocations and Eligibility Policy
Transfer and Exchange Policy
Review of Tenancy Policy
Appeals Policy



1.0 INTRODUCTION

- 1.1 Many tenants want to keep pets. Housing endeavours to balance the wishes of our tenants with the principles of animal welfare and our commitment to promoting safe communities.
- 1.2 Operation of the policy demonstrates a commitment to making fair and consistent decisions in response to requests to keep pets.
- 1.3 This policy sets out the process for requesting permission, how decisions will be reached, and what terms and conditions may be attached to the consent given by Housing.
- 1.4 Housing is committed to ensuring that no person or group of persons will be treated less favourably than another person or group of persons.

2.0 POLICY DESCRIPTION

- 2.1 This policy applies to all social housing properties managed by Housing.
- 2.2 Housing's relationship with their tenants is underpinned by the Statutory Tenancy Agreement which sets out the rights of both parties and forms a legal contract.
- 2.3 The terms of the Statutory Tenancy Agreement and any current or future legislation will always take precedence over this policy, which sets out Housing's general approach to responsible pet ownership.
- 2.4 In circumstances where a tenant has medical reasons for keeping an animal, Housing will take into account the tenant's needs even if this means treating them more favourably than other tenants.

Where a recognised assistance dog is required for tenants to live independently and the property is unsuitable, priority for re-housing will be assessed in accordance with the Allocations and Eligibility Policy.

3.0 APPLICATION & APPROVAL

- 3.1 Tenants wishing to keep a pet should first refer to the relevant section in their Tenancy Agreement (Animals and Pest Control).
- 3.2 If consent is required for the type of pet to be kept, tenants can access the application form on the GOV.GG website or by contacting a member of the Housing team. The form will need to be signed by the tenant or, in the case of joint/multiple tenancies, by all tenants in the household.



- 3.2 Any necessary licence or permission must be obtained from the appropriate authority where such a licence is needed to import or keep the animal (such as certain exotic pets).
- 3.3 Tenants will have to provide evidence of a satisfactory home check, carried out by a recognised animal welfare agency. The cost of any checks will be the responsibility of the tenant.
- 3.4 The tenant(s) will be required to provide the name and contact details of a nominated person who Housing can contact in the event that the applicant cannot look after the pet, for example if they were unexpectedly taken into hospital, or were unavailable due to other circumstances. In the absence of an available contact, Housing may notify the GSPCA to protect the animal's welfare. Any costs associated with the removal of pets will be charged to the tenant.
- 3.5 Housing will consider all requests from tenants for permission to keep a pet at their home. Decisions will be taken giving due regard to the terms of the Statutory Tenancy Agreement, history of arrears, the type and layout of the property, the individual's circumstances and the type of pet.
- 3.6 On a case-by-case basis Housing will take into consideration any advice given by vets and animal welfare agencies, but will not be bound by it.
- 3.7 Decisions on pet ownership will be taken by a Tenancy Management Officer (TMO) and a written response will be provided to the tenant(s) within 10 working days.
- 3.8 Where consent is granted, this will be subject to terms and conditions which are aimed to minimise the likelihood of problems arising, and to protect the welfare of the pet.
- 3.9 Housing aims to act fairly and reasonably in relation to requests from tenants to keep pets, and therefore the decision making process should be consistent. In order to facilitate this, Housing will consider the following factors when making their decision:
 - The nature of the animal to be kept;
 - The size of the property;
 - Whether the property is accessed via a communal internal area;
 - Whether the property has a communal or individual garden;
 - The size of the outside space;
 - Whether the property is a part of a scheme;
 - Whether the property is a house, bungalow or flat;
 - Whether the property is part of a block;
 - The location of the property;
 - Whether the property is adjoined to another property;



- If the tenant is currently on a waiting list following a review of tenancy.

3.10 Housing will not grant permission for:

- Any large animal (unsuitable to be kept indoors);
- Any animals that have to be kept outdoors excluding rabbits or guinea pigs;
- Any wild animals;
- Any banned animals e.g. those classed as being dangerous dogs or not suitable for social housing as defined by the States Veterinary Officer;
- Any animals that are a danger due to being hazardous or venomous;
- Any animals classed as livestock (i.e. any traditional farmyard animals);
- Any animals where there is a high likelihood that they will create a nuisance e.g. through noise of parrots;
- Any animals where ownership is associated with breeding or commercial activity.

3.11 Requests for multiple animals may be declined.

3.12 A list of permitted dog breeds that are deemed suitable for Social Housing has been devised by the States Veterinary Officer (Appendix 1).

4.0 RESPONSIBLE OWNERSHIP

4.1 All cats, dogs and rabbits must be neutered by a qualified vet as soon as the animal reaches the age at which neutering is possible. There are rare occasions where neutering is not possible for a bitch. If this is supported by a vet's letter and guarantees from the owner are in place that the dog would not become pregnant, this would be acceptable.

4.2 Cats and dogs must be microchipped.

4.3 It is strongly recommended tenants arrange pet insurance in case their animal causes injury/accident to others as well as covering veterinary expenses.

4.4 Housing recognise in the vast majority of cases, pets do not cause a nuisance and owners are responsible and keep their pets under control where appropriate. However, in a minority of cases, animals can cause nuisance to others. Where this happens, Housing will work with tenants to try and resolve issues by giving advice or sign-posting tenants to organisations that can help.

4.5 Non exhaustive examples of the kinds of issues where Housing may get involved include:



- Stray animals;
 - Excessive noise, for example, dogs barking;
 - Pets fouling;
 - Aggressive or threatening pets;
 - Too many pets in a property affecting property condition or garden.
- 4.6 Tenants who walk their pets are responsible for immediately cleaning up after their animals and securely and hygienically discarding bagged pet waste.
- 4.7 Housing may also get involved or make referrals to other agencies including any local animal welfare organisations where there are concerns about animal welfare, examples include:
- Where animals have been abandoned;
 - Where animals are under-fed;
 - Where animals are experiencing neglect or cruelty;
 - Where animals are kept in unsanitary conditions.
- 4.8 In the first instance, Housing will attempt to deal with problems that exist through the provision of advice and signposting. If problems persist or tenants fail to comply with the advice issued by Housing, it may on a case-by-case basis, consider further actions including but not limited to:
- Issuing warning letters;
 - Withdrawal of permission to have a pet / keep animals;
 - Referrals to the Police / Environmental Health;
 - Tenancy enforcement actions.
- 4.9 Where clear evidence exists that animals have caused damage to the property, Housing will charge their owners for remedial works required if not undertaken by the tenant to a satisfactory standard.
- 4.10 Where pets are abandoned in properties, Housing will attempt to make contact with the tenant to inform them the Police and an animal welfare agency have been made aware of the animal's welfare and will be making arrangements for the animals care. Any charges incurred will be billed to the tenant.
- 4.11 If in the course of carrying out normal landlord functions e.g. repairs and maintenance or annual checks, owners cannot control their pets to allow safe access to the property, Housing will withdraw any previous permissions to keep pets and may take tenancy enforcement actions where the keeping of the pet constitutes a tenancy breach on anti-social behaviour grounds.



5.0 RIGHT OF REVIEW

- 5.1 If an applicant is dissatisfied with a decision, they may ask to have an internal review to be carried out. Any request to have a decision reviewed should be made in writing within 28 days of the date of the letter communicating the original decision.

6.0 MONITORING

- 6.1 Housing will review this policy every three years or earlier if change is identified to keep it up to date with changing Law or best-practice guidance.
- 6.2 There will be a process in place to monitor various aspects of this policy. This will be to ensure that the policy is operating in the most effective way and that any issues are identified and addressed as early as possible.

Change History

Version	Date	Description	Change ID
1.1	31.08.18	Minor amendments on advice of States vet. Included rabbits being neutered	LM



Appendix 1 - Examples of Acceptable Breeds

Group 1

Sheepdogs and Cattle dogs (except Swiss Cattle dogs)
Bearded Collie
Polish Lowland Sheepdog
Rough Collie
Shetland Sheepdog
Welsh Corgi Cardigan
Welsh Corgi Pembroke

Group 2

Pinscher and Schnauzer – Molossoid and Swiss Mountain and Cattle dogs
Affenpinscher
Boxer
Bulldog
Miniature Pinscher
Miniature Schnauzer
Russian Black Terrier
Schnauzer

Group 3

Terriers
Australian Silky Terrier
Australian Terrier
Bedlington Terrier
Border Terrier
Cairn Terrier
Dandy Dinmont Terrier
English Toy Terrier
Fox Terrier - Smooth & Wire
Irish Terrier
Jack Russell Terrier
Kerry Blue Terrier
Lakeland Terrier
Norfolk Terrier
Scottish Terrier
Skye Terrier
Welsh Terrier
West Highland White Terrier
Yorkshire Terrier

Group 4

Dachshunds (all varieties)

Group 5

Spitz and primitive types
Basenji
Miniature Peruvian Hairless Dog
Pharaoh Hound
Pomeranian

Group 6

Scenthounds and related breeds
Basset Fauve de Bretagne
Basset Hound
Beagle
Grande Basset Griffon Vendeen
Petit Basset Griffon Vendeen

Group 7

Pointing Dogs
English Pointer
English Setter
German Short-Haired Pointer
German Wire-Haired Pointer
Gordon Setter
Irish Red & White Setter
Irish Red Setter

Group 8

Retrievers – Flushing Dogs – Water Dogs
American Cocker Spaniel
Chesapeake Bay Retriever
Clumber Spaniel
Curley Coated Retriever
English Cocker Spaniel
English Springer Spaniel
Field Spaniel
Flat Coated Retriever
Golden Retriever
Labrador Retriever
Nova Scotia Duck Tolling Retriever
Sussex Spaniel
Welsh Springer Spaniel

Group 9

Companion and Toy Dogs
<i>All Breeds</i>
Bichons (<i>Bichon Frise, Maltese etc.</i>)
Chihuahueno (<i>Chihuahua etc.</i>)
Continental Toy Spaniel & Russian Toy (<i>Papillion, etc.</i>)
English Toy Spaniels (<i>King Charles Sp etc.</i>)
Hairless Dogs (<i>Chinese Crested Dog etc.</i>)
Japanese Chin & Pekingese
Kromfohländer
Poodles (<i>All varieties</i>)
Small Belgian Dogs (<i>Belgian Griffon etc.</i>)
Small Molossian type Dogs (<i>Pug etc.</i>)
Tibetan breeds (<i>Lhasa Apso, Shih Tzu etc.</i>)

Group 10

Sighthounds
Afghan Hound
Borzoi
Greyhound
Italian Greyhound
Saluki
Sloughi
Whippet