

Pets Policy

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Approved by	Managing Director (Triathlon Homes)
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Responsible officer	Head of Operations (Triathlon Homes) (Responsibility for proposing final draft, implementation and review)
Author	Customer Services Policy Lead

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1. Policy statement

- 1.1 Owning a pet has many benefits. But with ownership comes responsibility. Permission to keep a pet is therefore subject to a number of conditions.
- 1.2 Triathlon Homes LLP ('Triathlon Homes') is the owner of 1,379 homes within East Village and is landlord to the occupiers of these properties and has appointed a Managing Agent to manage the properties on its behalf.
- 1.3 Triathlon Homes has a responsibility to ensure that:
 - Triathlon's lease obligations to East Village Management Limited (EVML) are upheld,
 - nuisance to other tenants is avoided,
 - its premises and property are protected from damage caused by pets.
- 1.4 The terms 'you' and 'your' in this policy mean the resident (which includes social rent and intermediate rent tenants and shared ownership and shared equity leaseholders). The terms 'we', 'our' and 'us' mean Triathlon Homes LLP.

2. Permission

- 2.1 You do not need permission for:
 - 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).
- 2.2 Residents must complete an Application for a Pet Licence to keep a dog, cat or any other pet not referred to above. 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.
- 2.3 The first stage of the application process will be for Triathlon Homes to consider your application in accordance with this policy and the Pet Conditions of Ownership Licence. We may either refuse to grant permission or send the application to East Village Management Limited (EVML) for consideration. Triathlon Homes and EVML reserve the right to decline an application for a Pet Licence. **Both** Triathlon Homes and EVML will need to provide consent.
- 2.4 Triathlon Homes will treat each request 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
 - 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.
- 2.5 Consent will not be granted (or if already granted it shall be withdrawn) if the resident is disqualified from having custody of an animal.
- 2.6 Consent will usually be granted for a registered assistance dog (with an accredited member of Assistance Dogs International or the International Guide Dog Federation). However, consent will be withdrawn if you fail to keep to the Conditions of Pet Ownership Licence and this policy.
- 2.7 Residents are required to provide a reference for their pets, either from their former landlord and/or a veterinary surgeon.
- 2.8 Prior to an application being accepted, one of the Triathlon Homes team may want to meet you at your home to discuss the application.
- 2.9 Prior to completing your application for a Pet Licence, it is important that you familiarise yourself with this policy and the Conditions of Pet Ownership at Appendix 1.
- 2.10 Triathlon Homes and EVML reserve the right to decline an application for a Pet Licence.
- 2.11 Permission is unlikely to be granted for:
- more than two dogs or
 - more than two cats, or
 - more than one dog and one cat
- 2.12 Permission may not be granted for exotic pets (such as reptiles or spiders).
- 2.13 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
 - is listed in the schedule of the Dangerous Wild Animals Act 1976
 - is a farm animal – for example chickens, sheep, goats, pigs, cattle or horses.
- 2.14 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.
- 2.15 If you wish to obtain an additional pet, you must first apply for permission in writing to Triathlon Homes submitting a new Application for a Pet Licence. If your pet dies, you will need to apply for permission again if you want to keep another pet.
- 2.16 Residents will be asked to provide a photograph of their dog or cat.

3. **Withdrawing consent**

3.1 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, the Conditions of Pet Ownership Licence and/or the conditions of the tenancy agreement or lease are not complied with. Enforcement action will be reasonable and proportionate. Action we may take includes but is not limited to:

- An injunction requiring you to 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 Ownership agreement 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.

4. **Microchipping**

4.1 If the pet is a dog, permission will not be granted unless it has been microchipped. The resident 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.

4.2 If the pet is a cat, we recommend that it is also microchipped. At the time of writing this policy, the government are considering making the microchipping of cats a legal requirement. If the microchipping of cats becomes a legal requirement, we will not grant permission unless the cat has been microchipped.

5. **Collar and tag**

5.1 In accordance with the Control of Dogs Order 1992, residents will be required to ensure their dog, when in public areas, is wearing a collar bearing the name and address of its owner inscribed on it or on a disc attached to it. If a dog is not wearing a collar when in public areas, it may be seized by the local authority and treated as a stray. The owner or person responsible for the dog may also be prosecuted and fined.

6. **Breeding**

6.1 The pet shall not be used for breeding purposes and you must not offer for sale any animal from your property.

7. **Control**

- 7.1 Your pet must be kept under proper control, especially when in public and communal areas. Other than where courtyards are the primary means of access into a resident's property, pets are not allowed in enclosed communal courtyards.
- 7.2 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.
- 7.3 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.
- 7.4 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.
- 7.5 If the Triathlon Homes or EVMML team or contractors are required to enter a property and there is an uncaged pet present, the resident is to arrange for someone to be at the property to ensure control of the pet. In the event that essential works need to be carried out by an employee or contractor who is allergic to the pet (or has an associated phobia), you may be asked for the animal to be removed for the period of the work or that the property be cleaned prior to work.

8. Nuisance

- 8.1 The pet must not cause a nuisance or annoyance to neighbours, visitors or their animals.
- 8.2 Examples of nuisance behaviour would include, but is not limited to:
 - 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.

9. Fouling

- 9.1 Pets must not be allowed to foul inside the property, except for caged pets and pets trained to use a litter tray (this includes balconies and terraces). Any pet faeces must be removed immediately from any garden or outside public areas and disposed of safely and hygienically.

10. Damage

- 10.1 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 your pet damages the property, garden or landlord furnishings, in addition to any other enforcement action we may take, you will be required to pay for any restoration costs (where applicable). If damage is caused by your pet, please inform the Triathlon Homes team.

- 10.2 You must not allow your property to become unhygienic. Residents are required to keep the property free from parasites, such as fleas and mites, throughout the period of their tenancy.
- 10.3 By having a pet in your home, more frequent property inspections may be required, potentially once every quarter period.
- 10.4 You must not make alterations to your property for your pet (for example, by installing a dog or cat flap).
- 10.5 You must clean your property to a professional standard prior to moving out, ensuring that the property is returned in the condition you found it, aside from any fair wear and tear.

11. Welfare

- 11.1 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.
- 11.2 This includes the following:
- the need for a suitable environment
 - the need for a suitable diet
 - the need to be able to exhibit normal behaviour patterns
 - any need to be housed with, or apart from, other animals
 - the need to be protected from suffering, injury and disease.
- 11.3 You must ensure that your pet has routine healthcare, which includes the control of fleas & worms and vaccinations (where appropriate).
- 11.4 If your pet is a dog, it must not be left on its own for longer than 4 hours at a time. Residents must ensure that their dogs(s) will not cause damage to the property if they are left unsupervised.
- 11.5 If you go away, specific arrangements must be made to provide the pet with satisfactory care.
- 11.6 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 practice, we may report this suspicion to the RSPCA or to the Police (in addition to any other action we may take ourselves).

12. Containment

- 12.1 It is your responsibility to ensure that the pet does not escape from the property.

13. Abandonment

13.1 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.

14. Insurance

14.1 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.

15. Complaints

15.1 Where a tenant or leaseholder has a complaint on the delivery of this policy this will be covered by the Triathlon Homes Complaints Policy. However, Triathlon Homes cannot respond to complaints in relation to EVML's decision to refuse or revoke consent to keep a pet.

16. Changes to this Pets Policy

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

Appendix 1



Conditions of Pet Ownership

1. Residents must complete an Application for Pet Consent for their pets, including contact details of a nominated person who will care for their pets in case of an emergency;
2. Residents are responsible for their pets in accordance with the **Animal Welfare Act 2006**, which places a duty of care on all pet owners to provide for their animal's basic needs, including adequate food and water, exercise, a suitable place to live and access to veterinary treatment. Under the Act, an animal does not have to suffer for its owners to be prosecuted for a welfare offence;
3. Residents must not leave their pets in the property when they are away, unless clear arrangements have been made for the care of their pet;
4. Dogs should not be left alone in the property for more than 4 hours at a time. Residents must ensure that their dogs(s) will not cause damage to the property if they are left unsupervised;
5. All pets kept at the property must be vaccinated and regularly treated for fleas and worms;
6. All owned dogs will need to have evidence of microchipping;
7. If your pet damages the property, garden or landlord furnishings, you will be required to pay for any restoration costs (where applicable). If damage is caused by your pet, please inform the Triathlon Homes team;
8. Residents must clean their property to a professional standard prior to moving out, ensuring that the property is returned in the condition they found it, aside from any fair wear and tear.
9. Residents are required to keep the property free from parasites, such as fleas and mites, throughout the period of their tenancy.
10. Residents must ensure pets do not cause nuisance to neighbours; including excessive noise;
11. Dogs must be kept under control and on a lead in all public places and communal areas;
12. Other than where courtyards are the primary means of access into a resident property, pets are not allowed in enclosed communal courtyards;
13. Pets must not be allowed to foul inside the property (this includes communal areas, balconies and terraces), except for caged pets and pets trained to use a litter tray. Any pet faeces must be removed immediately from any garden or outside public areas and disposed of safely and hygienically;
14. Any animal listed in the schedule of the Dangerous Wild Animals Act 1976 is not allowed, this includes, but is not exclusively limited to – Monkeys, crocodiles, snakes, ferrets, rabbits, livestock or reptiles or any pet that requires a licence from the Local Authority.
15. Any dog listed under the Dangerous Dogs Act 1991 or of a restricted nature may not be kept at the property, this includes, but is not exclusively limited to - Pit Bull Terriers, Japanese Tosa, Dogo Argentino or Fila Brasileiro, Akitas, Alaskan Malamutes, American Bull Dogs, American Staffordshire Terriers, German Shepherds, Pit Bulls, Presa Canarios, Rottweilers, Bull Mastiffs, Staffordshire Bull Terriers, Fila Brasileiros or Doberman Pinschers. The Act also makes it a

- criminal offence to allow any dog to be dangerously out of control. This includes instances where there is simply a fear that an injury may occur;
16. Residents may not breed animals or offer for sale any animal from their property;
 17. Residents who wish to obtain an additional pet must first apply for permission in writing to Triathlon Homes submitting a new Application for Pet Consent;
 18. As per the **Control of Dogs Order 1992**, residents will be required to ensure their dog, when in public areas, is wearing a collar bearing the name and address of its owner inscribed on it or on a disc attached to it. If a dog is not wearing a collar when in public areas, it may be seized by the local authority and treated as a stray. The owner or person responsible for the dog may also be prosecuted and fined;
 19. Residents, as per the **Animals Act 1971**, are responsible for their animal and must take reasonable care to ensure that it does not cause injury or damage. The owner can be held liable for any damage caused;
 20. Triathlon Homes and EVMML reserve the right to decline approval of pet consent;
 21. We recommend that residents take out pet and home contents insurance, where the insurance policy covers damage or injury caused by their pet;
 22. Residents are not to make alterations to their property for their pet e.g. by installing a dog or cat flap etc.
 23. Whilst exercising your pet in a public area, dogs, cats or any other permitted pet are always to be kept on a lead and under control of the pet owner;
 24. Residents should be aware that by having a pet in your home, more frequent property inspections may be required (where applicable), potentially once every quarter period.
 25. If the Triathlon Homes or EVMML team or contractors are required to enter a property, if there is an uncaged pet present, the resident is to arrange for someone to be at the property to ensure control of the pet.
 26. Residents are required to provide a reference for their pets, either from their former landlord and / or a veterinary surgeon;

By signing this document you are confirming you will follow the Conditions of Pet Ownership, any breach of which could lead to Team East Village terminating your Pet Licence and your pet having to be removed from the property at your cost.

1) Signed by Resident:	2) Date:
3) PRINT NAME:	

Policy Controls sheet		
Author	Date	Main changes and why (i.e. change in legislation, change in internal processes)
Customer Services Policy Lead	February 2021	Policy re-written to take account of change in position in relation to permission for pets.
East Village Manager, Policy Officer. Approved by TH Managing Director	May 2016	Removal of statement that that TH has a responsibility to ensure that residents are responsible pet owners who provide good animal welfare. Addition of requirement for the East Village manager to record requests and responses on Orchard. Response to a request time – 10 instead of 5 days Pets Agreement attached in the appendices for reference
Policy and Project Officer	November 2013	New (original) policy developed.