

KEEPING PETS IN EILDON HOMES

Classification: Management

Status: Approved

Policy Lead:	Director Community Services
Last Review Date:	September 2023
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Review Period:	3 years unless required earlier due to changes in the law, regulation, best practice or requirement of the Association

REFERENCE PAGE

Document Name:	Keeping Pets in Eildon Homes
Aim:	This policy sets out the conditions related to the keeping of pets in Eildon homes and seeks to create a balance between ensuring customers are free to enjoy the positives that pets can bring and ensuring that these choices do not negatively affect their neighbours or cause damage to Eildon property.
Objective:	3 The Eildon Group will ensure the delivery of high quality, responsive and affordable housing and support services
Scope of Policy:	Customers
Nominated Officer:	Amanda Miller
Approval Source:	Executive Team
Legal & Regulatory References:	Equalities Act 2010
Procedural References:	Customer Complaints Procedure
Consultation Completed:	Yes - Staff & customers
Risk Implications:	2- Existing policy, substantial revision
Equalities Assessment:	In progress.
Accessibility:	Accessible electronically/online and in print. All documents can be translated and made available in audio, braille and large print versions upon request.
Publish on Website:	Yes

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INTRODUCTION

Eildon understands and acknowledges the many positive health and social benefits that can come with keeping a pet.

We also know that irresponsible pet ownership can cause nuisance to neighbours, difficult management issues for Eildon staff, and suffering for the animal or animals in question.

This policy sets out the conditions related to the keeping of pets in Eildon homes and seeks to create a balance between ensuring customers are free to enjoy the positives that pets can bring and ensuring that these choices do not negatively affect their neighbours or cause damage to Eildon property.

This policy should be read in conjunction with the complementary 'Responding to Neighbourhood Nuisance & Anti-Social Behaviour' policy.

WHO DOES THIS POLICY APPLY TO?

This policy applies to the keeping of pets in all Eildon homes and the 'Conditions of Permission' for keeping a pet are reflected in each of our tenancy agreements.

It therefore applies to customers of all housing types, including Supported Housing (sheltered, very sheltered, extra care housing and accommodation for those with a learning disability).

It applies to both new and existing customers and it also applies if a customer wishes to keep a pet for a limited period of time.

ASSISTANCE DOGS

In line with the Equalities Act 2010, assistance dogs will be permitted in any of our homes. We will still require the details of the assistance dog(s) living in the home for our records.

ANIMAL WELFARE

Under 'The Animal Health and Welfare (Scotland) Act 2006', customers are legally responsible for the health and welfare of any pet they own.

Customers must ensure pets have a suitable environment, a suitable diet, that they receive sufficient exercise, are able to exhibit normal behaviour patterns, and are protected from pain, suffering, injury and disease.

Customers must ensure that their pet is registered with a vet and receives routine healthcare such as vaccinations and parasite control measures – in addition to appropriate treatment for any illnesses.

All dogs must be microchipped in line with the Microchipping of Dogs (Scotland) Regulations 2016. Cat owners are encouraged to microchip their cats, but this is not compulsory.

The purchasing of pet insurance is also encouraged as part of responsible pet ownership, providing customers protection from financial hardship that could arise from receiving large vet bills.

If Eildon is concerned about the welfare of a pet or pets in any of our homes, we will inform the appropriate authorities and consider removing permission from the customer to keep the pet(s).

APPLYING FOR PERMISSION

Pets are generally allowed in Eildon homes; however, the main principle of the policy is that if customers would like to keep a pet, they must first seek permission from Eildon in writing by completing the Pet Permission Form (Appendix 1). Eildon staff will then consider this application and decide whether to grant or to refuse permission.

Customers in Supported Housing developments (sheltered, very sheltered, extra care housing and accommodation for those with a learning disability) must complete an additional section of the form which documents contingency arrangements for their pet, should they be unable to take care of it (in circumstances such as ill-health, hospitalisation etc.).

The Pets Permission Form is a contract between Eildon and the customer and sets out certain conditions which customers must abide by for the permission to remain valid.

The details of these conditions are covered in the section entitled 'Conditions of Permission', later in this document.

It is important to note that a Pet Permission Form will be required for each new pet a customer wishes to keep i.e. just because permission was granted for a pet or pets previously, does not automatically mean that it will be granted for a replacement pet or a new / different type of pet.

KEEPING PETS WITHOUT PERMISSION

If Eildon becomes aware of a customer keeping a pet or pets without permission, that customer will be required to submit a Pet Permission Form for consideration and that this is received within 14 calendar days of being contacted by Eildon.

Where retrospective permission is refused, Eildon will request the removal of the pet or pets. The pet(s) should be removed within 14 calendar days of customers being made aware of the decision.

RESTRICTIONS / REASONS FOR REFUSING PERMISSION

Although all customers are free to apply for permission, there are restrictions on what Eildon will permit; some of these restrictions depend on the size and type of home the customer lives in, the type of pet and the circumstances of the customer.

1. Restrictions on types of pets

Below is a list of restrictions on the types of pets Eildon customers can keep:

- Permission will not be granted to keep any pet forbidden under the Dangerous Dogs Act 1991 (including dogs placed on the Index of Exempt Dogs), or any other animal prohibited by any other law.
- Permission will not be granted for the keeping of an animal which has ever caused injury to a person.
- Permission will not be granted for any animal prescribed under the Dangerous Wild Animals Act 1976, regardless of whether or not a license has been obtained from the local authority.
- Permission will not be granted for a customer to keep livestock, or farm animals, for example: sheep, goats, pigs, cattle, horses, chickens, or ducks.

2. Requests to keep homing / racing pigeons

Requests to keep homing / racing pigeons will be considered on an individual basis but, given the potential disruption to other customers of keeping this type of pet, permission will not normally be given.

If permission for the keeping of homing / racing pigeons is given, customers must at the same time seek permission for any internal or external structure required to suitably house them. Permission for the keeping of homing / racing pigeons will be contingent on permission being granted for the structure, based on the suitability of the home / garden for this purpose.

3. Restrictions on the number of pets permitted

Eildon's homes vary in size, design and purpose; this means that their suitability for the keeping of pets varies too.

To help manage this, there are restrictions on the number of pets that can be kept depending on in which type of home customers live. Table 1 (over the page) states the maximum number of pets allowed in each type of home, regardless of the number of bedrooms:

Table 1: Maximum Number of Pets Permitted

TYPE OF HOME	NUMBER OF PETS
Flat	a maximum of 1 pet will be permitted (i.e. 1 cat or 1 dog).
House	a maximum of 2 pets will be permitted (i.e. 2 cats or 2 dogs or 1 cat and 1 dog).
Supported Housing flat / cottage with main door access	a maximum of 1 pet will be permitted (i.e. 1 cat or 1 dog).
Supported Housing flat / cottage without main door access	a maximum of 1 pet will be permitted (i.e. 1 cat or 1 dog).

There were previously no restrictions on the number of pets a customer could keep in a house; this policy changes that.

If customers were granted permission under the previous policy (i.e. before September 2019) to keep more than 2 pets in a house, they will be permitted to keep these additional pets until the pets die (so long as the 'Conditions of Permission' are met), after which time they will not be permitted to replace any pets that would increase the total number above 2.

It will generally be permitted to keep more than 2 smaller animals as pets (such as fish, rodents, reptiles or caged birds) but the numbers will have to be deemed reasonable by Eildon staff and will depend on the individual circumstances (including, but not limited to, the size of the home, numbers of other pets in the household, and the equipment required to keep them).

Customers are encouraged to have their pets neutered to prevent accidental breeding. Permission will not be granted to breed animals (for business purposes or otherwise) in any Eildon home or on any Eildon property.

4. Restrictions on communal pets / communal ground

- Permission will not be given for communal pets, due to the difficulty in managing responsibility for the animal's welfare and behaviour.
- Permission will not be given to build or place structures for housing or exercising pets on communal ground (including things such as hutches, kennels, coops, runs etc.).

5. Restrictions based on individual circumstances

- Permission to keep a pet will not be granted to a customer (or member of the household) who has any convictions for an offence against an animal, or any 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.
- Permission to keep a pet will not be granted to a customer (or member of the household) against whom Eildon has previously taken action (or is currently taking action) concerning tenancy management issues related to keeping pets.
- Eildon reserves the right to refuse permission for a customer to keep a pet where evidence exists that the customer is unable to look after either any pet or a particular pet. In terms of Supported Housing, an assessment of an individual's ability to look after a pet will be undertaken as part of the consideration given to the request for permission.
- In rare cases where there has been substantial disturbance caused by the keeping of pets in a particular development or block, Eildon may decide to pause the granting of permission for customers to have pets in this particular development or block.

These restrictions apply, as does the need for permission, even if customers are looking after a pet for a limited period of time.

In exceptional circumstances, the tenancy services co-ordinator . reserves the right to waive restrictions (with the exception of those required by law) but also to refuse applications for permission; in both cases this will only be where it is deemed there are reasonable grounds for doing so. To ensure that the decisions made are consistent a register will be maintained to record:

- Name
- Address
- Reason for request
- Outcome detailing why permission was granted or refused.

CONDITIONS OF PERMISSION

Where a customer is granted permission to keep a pet, it is in the form of a contract, the conditions of which are that:

1. Keeping the pet is not prohibited by the Dangerous Dogs Act 1991, or by any other law;
2. Customers meet their legal obligation to ensure the health and welfare of any pets in their care.
3. Customers are responsible for the behaviour of any pets owned by them or anyone living with them or visiting them, while they are in the locality of the customer's home;
4. Customers must take all reasonable steps to supervise and keep such pets under control which includes keeping any dog on a leash while outside the home but within the development;
5. Customers must take all reasonable steps to prevent such pets causing nuisance, annoyance or danger to neighbours. This includes fouling or noise or smell from the pet;
6. Customers must take reasonable care to see that such pets do not foul, urinate, or cause damage to their home, their neighbour's property, anything belonging to Eildon or anything Eildon is responsible for, such as the common parts (including common garden areas);
7. Eildon is entitled to require removal of the pet if it causes nuisance or damage;
8. Pets must be exercised out with the development and should not be allowed to foul or urinate in the common parts (including common garden areas). Should a pet accidentally foul within the development, customers must clean up after their pet immediately.
9. Customers will not leave the pet unattended in the house for any prolonged period and never overnight, unless arrangements have been made to provide adequate care.
10. Customers will not jam open any controlled or common entrance or exit doors to allow access for their pet.

If Eildon gives written permission to a customer to keep a pet (or pets), it reserves the right to attach conditions in addition to those listed above.

BREACH OF CONDITIONS

If a customer fails to meet the standard conditions, or any other conditions stipulated by Eildon, permission will be withdrawn.

If permission is refused or withdrawn, Eildon will be entitled to require removal of the pet or pets.

In such circumstances, Customers must ensure the pet or pets are removed from the home on a permanent basis within 14 days of permission being refused or withdrawn.

Customers will be recharged for any damage caused by a pet to any property owned by Eildon.

As noted earlier, this policy complements our 'Responding to Neighbour Nuisance & Anti-Social Behaviour' policy which outlines the actions Eildon can take and the possible effect on a customer's tenancy, should the customer fail to adhere to the Conditions of Permission of keeping a pet in an Eildon home.

ADDITIONAL CONDITIONS APPLYING TO SUPPORTED HOUSING

All the above conditions will apply but, in addition, the below will apply to customers of Supported Housing developments:

1. Customers must provide Eildon with contact details of a third party who will take care of the pet should the customer become unable (either on a temporary or permanent basis).

If such circumstances occur and the third party is not able to take care of the pet, Eildon will contact the appropriate authorities to arrange for its care and the customer will be liable for any charges arising from this.

2. Other than communal corridors, pets will not be permitted in any communal areas including lounges (except in the case of assistance dogs or with the agreement of others who use the lounge). Pets are not permitted in dining rooms, guest rooms or laundry rooms (except in the case of assistance dogs).
3. Pets must not be allowed to roam unsupervised in communal areas, causing concern or danger to other customers; if this is found to be the case, permission for the pet may be removed.
4. Customers agree that, if a pet fouls or urinates in an internal communal area (corridor, stairways, lifts etc.), then Eildon will arrange for the affected area to be professionally cleaned, with the pet owner recharged for this service.
5. If the development has communal laundry facilities, customers will generally be allowed to launder pet-related items (for example, bedding and clothing) if a suitable and appropriate pet laundry bag is used during washing and drying to contain pet hair. If the pet hair is not being effectively contained via this method, customers will be required to find an alternative means of laundering these items.

Deliberation on decisions to allow permission for pets in Supported Housing will take into account whether or not there are known cases of allergies suffered by staff members or other customers in that development and, if there are known cases, further conditions to mitigate the effects of pets may be applied.

APPEALS

Customers have the right to appeal decisions concerning the keeping of pets in Eildon homes, this appeal will be handled through Eildon's Customer Complaints Procedure, the details of which can be found on our website <https://www.eildon.org.uk/contact-us/compliments-complaints/> or by contacting us:

- by telephone on 03000 200 217; or
- by email at enquiries@eildon.org.uk.

POLICY EVALUATION AND REVIEW

We undertake to review this policy on a three-yearly basis unless circumstances require it to be reviewed more regularly.

The review will assess the effectiveness of the of the policy and identify any changes which may be required.

As part of any review, consultation will be undertaken with both customers and staff.

Application to Keep a Pet in an Eildon Home



Before applying to keep a pet, please read our policy, Keeping Pets in Eildon Homes, which includes the Conditions of Permission.

If you live in one of Eildon's supported housing developments (sheltered properties, extra care properties, or in our development for adults with a learning disability), you are required to complete both Section A and Section B.

Name:	
Address:	

SECTION A

Under the terms of my Tenancy Agreement with Eildon, I am applying to keep a pet (or pets) as detailed below.

Please tick boxes and complete details where appropriate.

Pet 1

Type of Pet:	Please Tick:
Dog	
Cat	

Pet Name:	
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Breed:	
Colour:	
Vet Details:	
Microchip Number:	

If you would like to keep any of the below types of pet, please write in the number you would like to keep

Type of Pet:	Number:	Breed:
Small mammal:		
Reptile:		
Bird:		
Fish:		

SECTION A (continued)

Pet 2

(Please note that a maximum of 1 pet [dog or cat] is permitted in flatted properties or in supported housing)

Type of Pet:

Please Tick:

Dog	
Cat	

Pet Name:	
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Breed:	
Colour:	
Vet Details:	
Microchip Number:	

ANY OTHER INFORMATION

Is there any other information you think we should know when considering your application to keep a pet?

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- ☐ I acknowledge that I am legally responsible for the health and welfare of any pet under my care, in line with the requirements of the Animal Health and Welfare (Scotland) Act 2006.
- ☐ I confirm that I have not been convicted of an offence against an animal, or any offence under the 'Dangerous Dogs Act 1991' or been disqualified from keeping any animal.
- ☐ I have read the policy, Keeping Pets in Eildon Homes, and confirm that I will (and all persons living in or visiting my home will also) comply with the Conditions of Permission.
- ☐ I understand that keeping a pet is a privilege and that, if I do not comply with the Conditions of Permission, it may affect my tenancy and Eildon may withdraw permission and require me to find alternative accommodation for my pet.

Signature:	
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Date:	
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Please return this signed form to:

The Weaving Shed, Ettrick Mill, Dunsdale Road, Selkirk TD7 5EB

SECTION B

Please only complete this section if you live in supported housing (i.e. a sheltered property, extra care property, or in our development for adults with a learning disability).

In the Keeping Pets in Eildon Homes policy, there are five additional conditions of permission for tenants living in supported housing, one of which is the requirement to provide details of a named individual who will take care of the pet, should the tenant be unable to do so.

In this section, you should provide the details of someone who is willing to take care of your pet should you not be able to. This person is referred to as a 'Responsible Other'.

Responsible Other contact details:

Name:	
Address:	
Contact Telephone (home):	
Contact Telephone (mobile):	
Relationship to you:	

☐

I have read the Additional Conditions Applying to Supported Housing and agree to comply with them.

Signature:	
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Date:	
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Please return both sections of this signed form to:
The Weaving Shed, Ettrick Mill, Dunsdale Road, Selkirk TD7 5EB