Pet Policy

1. Introduction

1.1 LRHA is committed to supporting responsible pet ownership while maintaining a fair and consistent approach to managing pet-related matters across our properties. We recognise the positive role pets play in residents' lives as well as the positive impacts on mental and physical wellbeing. However, we also recognise the potential for nuisance to others if pet owners are not responsible in the way they care and manage their pet's behaviour.

1.2 By providing clear guidelines for residents requesting to keep pets and setting expectations for pet care and responsibility, LRHA strives to create a balanced approach where pet ownership aligns with tenancy and lease agreements whilst fostering respectful and inclusive communities where both pet owners and non-pet owners feel comfortable and heard.

2. Scope

2.1 This policy applies to all residents, regardless of tenure, who live in properties owned or managed by LRHA who wish to keep pets in their homes.

2.2 It provides a framework for responsible pet ownership, ensuring that residents and leaseholders adhere to their respective agreements, and any stated lease restrictions or conditions regarding pets, while maintaining harmonious living conditions within the community.

3. Purpose

3.1 This policy aims to:

3.1.1 ensure that a consistent approach is taken when dealing with requests to keep pets so it is clear when we will allow certain pets and when we will not;
3.1.2 clearly set out the standards we expect of residents who keep pets, in line with their tenancy agreement; and
3.1.3 ensure measures are in place to encourage responsible pet ownership, whilst also providing a clear framework to ensure issues associated with pets are dealt with appropriately.

4. Definitions

4.1 **Pet -** A domestic or tamed animal kept for companionship or pleasure.

4.2 **Banned dogs -** The government has banned certain dogs. These include:

4.2.1 Pit Bull Terrier
4.2.2 Japanese Tosa
4.2.3 Dogo Argentino
4.2.4 Fila Brasileiro
4.2.5 XL Bully Dogs (in England and Wales) – unless they have a valid certificate of exemption.

4.3 **Assistance Dogs (or other animals)** - Assistance dogs (or other animals) are not considered pets; they're relied upon to help with the owner or family member with day-to-day activities and trained to perform specific tasks. There is no formal register for assistance dogs, however several organisations maintain their own voluntary register.

4.4 **Therapy animals** - A therapy animal provides emotional support and comfort and doesn't perform specific tasks for individuals with disabilities. Therapy dogs are not officially registered but are typically certified.

5. Policy Statement

5.1 **This policy sets out what we will do and what we expect from our residents in relation to pet ownership:**

5.1.1 our approach to requests to keep pets, the criteria for approval and any restrictions that apply;
5.1.2 the responsibilities of residents for the care and wellbeing of any animal in their home;
5.1.3 our expectations of residents in terms of managing their pet's behaviour; and
5.1.4 the position we will take if these expectations or responsibilities are breached.

5.2 **Our approach to requests to keep pets:**

5.2.1 We recognise that responsible pet ownership can have positive benefits on health and wellbeing and provide support for individuals with health conditions or sensory impairments.
5.2.2 We also understand that cultural attitudes towards pet ownership need to be observed in terms of how residents treat pets depending on their values and beliefs.
5.2.3 This needs to be balanced against the suitability of different property types with the number, size and breed of animal(s) that the resident wishes to accommodate to mitigate any nuisance being caused to others in the neighbourhood.

5.3 **When permission is or is not required to keep a pet:**

5.3.1 The tenancy or lease agreement will state if permission is required from LRHA to keep a pet.
5.3.2 Where permission is required, any requests to keep pets must be made in writing and will be carefully considered and will not be unreasonably withheld or delayed. We will only give permission if we consider that the pet(s):

- is a normal domestic animal;
- is suitable for the size and type of property;
- will not be in such numbers that they may cause excessive wear and tear to the property or create an unhygienic living environment;
- won't cause a nuisance or annoyance to others; and
- will be well looked after.

5.3.3 Where permission is granted, the resident will be expected to adhere to our Pet Ownership Agreement. Information and guidance about pet ownership is on our keeping a pet page.

5.3.4 We reserve the right to withdraw consent at any time if any of the above considerations do become a concern, particularly if the pet does become a nuisance or we believe that there are signs of animal cruelty or neglect.
5.3.5 In rare circumstances we may make exceptions or give retrospective permission to keep a pet, for example:

- where a resident with a pet has moved into a LRHA property, temporarily or permanently, due to having to move from their existing home where a pet is being kept without our previous knowledge and permission should have been sought, we may give permission retrospectively if we are satisfied that other conditions for keeping a pet have been / can be met.

5.4 **Assistance dogs and therapy animals:**

5.4.1 Assistance dogs are not considered pets. They're relied upon to help with daily activities and are trained to help people with disabilities, including sight impairment, hearing difficulties, epilepsy, diabetes, physical mobility and more.

5.4.2 Assistance dogs have important rights under the Equality Act 2010. Residents are not required to seek permission and LRHA are not permitted to refuse an assistance dog in any property type.

5.4.3 Therapy animals are different as these are not recognised as service animals, even if they are required for emotional support. Permission would still be required from LRHA, if the tenancy or lease agreement states this. In considering the request, LRHA would require supporting evidence from a GP or Health Practitioner to confirm that the animal is providing this service to the resident.

5.5 **Restrictions that apply:**

5.5.1 Property unsuitability

- There are some types of accommodation where LRHA may not consider that the property is suitable for some animals and in these cases the tenancy or lease agreement will state that permission must be sought prior to keeping a pet.
- LRHA will only refuse a request for a good or reasonable justification, such as:
    - Homes without gardens. In these cases, animals such as large, active dogs may not be considered suitable, however smaller pets, such as fish or hamsters, would be more suitable.

5.6 **Health, safety or nuisance concerns**

5.6.1 LRHA may refuse permission to keep a pet where the animal(s) pose a health and safety risk, or there is a risk of infestation. This may be due to the number or type of pets being requested or where the resident holds inadequate health records for the animal(s). Consideration will be given on a case-by-case basis taking into account the suitability of the property and number or type of pets that the resident is requesting permission to keep.

5.6.2 Where there is evidence that the pet has been the cause of nuisance in the property or at a previous address, LRHA may refuse permission.

5.7 **Dangerous and banned animals**

5.7.1 This policy assumes that requests for pets refers to normal domestic animals but for the avoidance of doubt, residents are not allowed to keep livestock, farm, wild, exotic, endangered species or any animals that are included in the Dangerous Wild Animals Act 1976 under any circumstances.

5.7.2 We won't allow residents to keep certain breeds of dogs outlined in the Dangerous Dog Act 1991. Section 4 (Definitions) lists the breeds affected.

5.7.3 It is a criminal offence to own an XL Bully type dog unless it was registered for exemption before 1 February 2024. Residents who own any of these breeds of dog are required to provide us with a copy of the registration document and adhere to the strict guidelines around this breed, which include it being muzzled and kept on a lead in public areas and in the control of someone aged 16 or older.

5.8 **Poultry**

5.8.1 Residents must check the tenancy or lease agreement and any restrictive covenants prior to seeking permission to keep poultry. They are also required to check with their local council about any rules that may prevent poultry being kept in a domestic home, such as by-laws and planning restrictions.

5.8.2 We will need to see the council's written permission before we can consider giving permission to keep poultry. If the property is suitable, we may give permission to keep up to six birds, excluding cockerels.

5.9 **Pet related businesses**

5.9.1 Animals are not allowed to be kept for commercial breeding purposes. We will also not permit any type of animal hostel or boarding business or any activity that involves the selling of animals from our homes.

5.10 **Responsibilities of residents for the care and wellbeing of pets**

5.10.1 Responsible pet owners have a duty of care to make sure that any pets they have are suitable for the type of property and that the needs of their pets are adequately provided for. Residents who are pet owners are therefore required to**:**

- adhere to the requirements of the Animal Welfare Act 2006 in terms of meeting the care and wellbeing needs of their pets. This includes making sure that any pet has a suitable living environment with room to exercise, is kept securely so it can't escape, and is provided with suitable food and fresh water;
- ensure that pets are protected from pain, suffering, injury and disease make proper arrangements to dispose of animal waste and not allow it to build up in the home or in any communal area;
- comply with any statutory or regulatory requirements for the breed, including but not limited to holding an exemption certificate, being muzzled and on a lead in any communal or public areas;
- not breed animals in the home or garden;
- arrange for their own pet insurance, microchipping and ensure vaccinations are up to date; and
- ensure the pet is properly cared for should they be absent from the home.

5.10.2 Residents must not install any type of pet flap or exit without prior written permission from LRHA. We cannot allow these to be fitted in any fire rated door, window or wall.

5.10.3 In the sad circumstance that the pet dies, it must be buried or disposed of in a responsible and safe manner. Residents cannot bury a deceased pet or animal in a garden or communal land owned by LRHA.

5.11 **Our expectations of residents in managing their pet's behaviour**

5.11.1 Residents are responsible for ensuring that pets in the household or belonging to visitors do not cause a nuisance to neighbours, including excessive noise, damage or disturbance.

5.11.2 We expect our residents to ensure that:

- pets do not cause a nuisance to neighbours or in the neighbourhood, particularly from excessive barking which is considered to be anti-social behaviour;
- pets are under control, muzzled if appropriate, and secured in another room when our staff or contractors are visiting. We reserve the right to refuse to attend or complete works if residents don't comply with this request;

- dogs are kept on a lead (and muzzled if this is required by any local or national regulations) in communal areas and only use these areas to access or leave the property. Dogs are not allowed to enter children's play areas;
- pets are not allowed to foul in public or communal areas. Any animal waste must be cleared and appropriately disposed of immediately;
- pets do not cause damage to the home or any property belonging to LRHA or neighbours or create an unhygienic living environment. Residents may be required to pay for the reasonable costs of cleaning or repair to LRHA's property if this is necessary due to the actions of the animal;
- garden boundaries are kept secure to stop pets escaping;
- pets are not left unsupervised and are appropriately cared for should the resident be absent from the home for any substantial period of time;
- pets are rehoused if they are no longer able to look after them;
- rehouse pets if they have bred;
- alternative arrangements are made for pets should LRHA have to temporarily move residents from their home.

5.12 **At the end of tenancy**

5.12.1 At the end of the tenancy or lease we encourage residents to treat the property for fleas or infestations if a pet has been kept there.

5.12.2 Where we are taking possession of the property, the resident is responsible for arranging a suitable home for their pet ahead of the eviction.

5.12.3 Residents must not leave any animal in the property after the tenancy has ended. Should an animal be left, it would be considered to be abandoned. LRHA will serve a tort notice and work with other agencies to remove the animal. Any costs associated may be recharged.

5.13 **Action we will take if expectations or responsibilities are breached**

5.13.1 If we have reason to contact residents about any of the following, we'll expect them to find a solution to the problem:

- the condition of the property (including garden and shared areas);
- the welfare of their pet(s);
- justified complaints from neighbours; and
- aggressive behaviour or actual harm caused by the pet(s).

5.13.2 If the resident doesn't find an appropriate solution and the problem continues, we may require them to remove / rehome their pet(s).

5.13.3 Where the nuisance or breach of tenancy / lease is serious or persistent, LRHA may take enforcement action which may include injunction proceedings to remove the pet or in exceptional cases to seek possession of the property. This includes any situation where a pet causes an injury to a member of LRHA staff or contractors.

5.13.4 Other agencies also have legal powers to deal with concerns about animal welfare or nuisance. Residents are advised to contact the appropriate agency initially and then inform LRHA, as follows:

- aggressive animals, animals used in illegal activities or owners using animals to intimidate people: should be reported to the Police;
- stray dogs or excessive barking: should be reported to the Local Authority; and
- injured or abandoned animals, welfare concerns for domestic animals: should be reported to the RSPCA.

6. Contact and complaints

6.1 Residents can contact us by completing our on-line contact form on our website, or by phone or email. Details are on our website at lrha.co.uk.

6.2 Any resident who is dissatisfied with how we have managed their case is able to submit a complaint using our complaints process.

7. Compliance

7.1 All staff involved in reviewing requests for pets at LRHA are required to read, understand and comply with this policy. Understanding will be confirmed upon induction and reinforced through annual policy refreshers. Managers will monitor compliance and promptly address any instances of non-adherence.

7.2 We will monitor the impact of this policy to ensure appropriate and consistent application.

8. Legislation, Statutory Regulatory Duties & References

8.1 LRHA will take reasonable measures to ensure compliance with all applicable legislation by reviewing policies and procedures and amending them as appropriate.

8.2 This policy will ensure LRHA complies with all relevant legislation, regulatory requirements and good practice, in particular adherence to the Consumer Rights Act 2015 and the Renters' Rights Act 2025 which takes effect on 1 May 2026. Key provisions of this legislation are:

8.2.1 Residents have a legal right to request to keep a pet.
8.2.2 Landlords cannot impose a blanket ban and must consider each request on its own merits. There is a 28-day timescale to respond to requests.
8.2.3 Landlords can only refuse a request for a good or reasonable justification or if a superior lease agreement prohibits pets.
8.2.4 Residents have a right to challenge unreasonable refusals.
8.2.5 Landlords can require residents to have a pet damage insurance or pay reasonable costs of the landlord's insurance.

8.3 The legislation listed in this policy is not intended to cover all legislation applicable to this policy.

8.3.1 Animal Welfare Act 2006
8.3.2 Antisocial Behaviour Crime and Policing Act 2014
8.3.3 Control of Dogs Act 1992
8.3.4 Dangerous Dogs Act 1991
8.3.5 Equality Act 2010
8.3.6 Landlord and Tenant Act 1985
8.3.7 LRHA Tenancy Agreement
8.3.8 Microchipping of Dogs (England) Regulations 2015

9. Equality and Diversity

9.1 LRHA are committed to fairness and equality for all regardless of their colour, race, ethnicity, nationality, gender, sexual orientation, marital status, disability, age, religion or belief, family circumstances or offending history. Our aim is to ensure that our policies and procedures do not create an unfair disadvantage for anyone, either directly or indirectly.

9.2 LRHA respects and values the differences of our residents, partners, and staff and LRHA will treat everyone LRHA work with fairly, and with respect. This policy has been considered in light of LRHA's equality and diversity policy and is compliant with its principles.

9.3 LRHA will comply with the Equality Act 2010 and will adapt our process or make reasonable adjustments to accommodate an individual's needs wherever possible and reasonable.

10. Monitoring and Review

The policy will be reviewed every three years and in the event of changes to our regulatory environment.

11. Associated Documents/ Policies.

11.1 This policy should be read in conjunction with.
- 11.1.1 Anti-social Behaviour Policy
- 11.1.2 Complaints Policy
- 11.1.3 Residents Handbook – to be updated
- 11.1.4 Tenancy Agreement
- 11.1.5 Vulnerable Residents Policy

11.2 Copies of these policies are available on SharePoint and will also be covered as part of the induction process of both new staff and Board Members, where appropriate.

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