

# **Pet Policy**

Legal & General Affordable Homes recognises the positive impacts pet ownership can have on our customers. We have developed this policy to ensure that our customers receive a consistent approach when making a request to keep a pet.

## 1. Who Does This Apply To?

- Any current Legal & General Affordable Homes customer (tenant, shared owner, or household member) living in a Legal & General Affordable Homes home.
- A prospective customer of Legal & General Affordable Homes.

#### 2. Definition of a Pet and Assistance or Service Animals

Legal & General Affordable Homes definition of a pet is:

animals ordinarily permitted in the dwelling area and kept for company or pleasure and not for profit such as dogs, cats and birds or similar small animals kept in cages.

We define Assistance and Service Animals as:

an animal trained to assist a person who has a disability or disabling condition. For example, a guide dog for a blind person, a hearing dog for a deaf person, or psychiatric service dogs for those with PTSD, anxiety, or depression.

## 3. Legal and Statutory Considerations

We have designed this policy with consideration of the following Acts:

**The Animal Welfare act 2006**. This came into force in 2007 and introduced the concept of a 'duty of care' for pet owners. This means that pet owners are legally obliged to ensure they meet the five welfare needs of their pets. Including:

- somewhere suitable to live
- a proper diet, including fresh water
- the ability to express normal behaviour
- for any need to be housed with, or apart from, other animals; and
- protection from, and treatment of, illness and injury

**The Dangerous Dogs Act 1991**. Section 1 of the Act made it an offence to keep specific breeds of dogs and must be considered when granting permission for a resident to keep a dog. The following types of dogs are prohibited:

- Pit Bull Terrier
- Dogo Argentino
- Fila Braziliero; and
- Japanese Tosa.

Section 3 affects all dogs regardless of breed or type. It makes it a criminal offence to allow a dog to be dangerously out of control in a public place. This includes any instance during which an injury of any sort occurs or there is a fear that an injury might occur.

The Dangerous Wild Animals Act 1976 aims to ensure that where individuals keep dangerous wild animals, they do so in circumstances which create no risk to the public and safeguard the welfare of the animals. Licenses are required from the local authority for any animal which appears on a Schedule of the Act.

**The Disability Discrimination Act 2005 (DDA)** states that Assistance dogs, such as guide dogs for blind people, hearing dogs for deaf people or dogs for disabled people, must always be permitted. The DDA also prohibits anyone renting or selling a property from discriminating against a disabled person, this includes discriminating against a person with an assistance dog.

## 4. Tenancy and Lease Conditions

Legal and General Affordable Homes tenancies and leases will set out if we allow pets and, if so, if you need permission. In some buildings, where we do not own the freehold, we will be bound by the rules of the freeholder and what is in our agreement with them. If you live in a block or if you're unsure what's in your agreement, you should ask the management provider for your property to check for you.

We will not refuse permission for a pet without reasonable grounds to do so and we will confirm any reason for refusal in writing.

## 5. Processing Pet Requests

Requests for pets will be handled by the Management Provider responsible for the property. They will use their own internal procedures but will issue Legal & General Affordable Homes standard terms (see appendix 2). Any request which falls outside this policy will be reviewed by Legal and General Affordable Homes.

Where the customer is a Shared Owner and makes a request during the sales process, the management provider will be asked to confirm the Shared Owners eligibility in line with this policy. The Sales Agenet will be responsible for issuing permission using our standard form (see appendix 1).

We will, in line with The Disability Discrimination Act 2005, always allow assistance dogs in our properties.

#### 6. Considerations

When processing a request to keep an animal in a house the following information will be considered. This is not an exhaustive list and other factors may come into consideration.

- The customer's willingness to sign a document to confirm they understand their responsibilities and the consequences for the behaviour of any pets owned by the customer or anyone living with them.
- We will consider the size of accommodation.
- We will consider the number, type and size of the animals and would normally accept any of the following separately:
  - o One dog
  - o Two cats
  - Fish or Reptiles kept in a tank
  - Small, caged animals (such as rabbits, hamsters, or gerbils).
- We will not accept excessive combinations of the above due to the increased risk of nuisance to neighbours or damage to the property.
- Availability of a private garden or proximity of other exercise and toileting area.
- History of any previous or current pet ownership.
- Ability of the tenant to ensure the welfare of the animals.

## 7. Equality and Diversity

Legal & General Affordable Homes will treat all customers and staff with fairness and respect. We value diversity and work to promote equality and make a determined effort to prevent unlawful discrimination.

Legal & General Affordable Homes is committed to helping you access information about your homes and services in a way that suits your individual needs. This includes supporting vulnerable customers if you need additional support sustaining your tenancy.

Accountable Director	Shaun Holdcroft Operations Director
Approval Date	May 2023
Review Date	May 2025

### Pet Approval From for Legal & General Affordable Homes (LGAH) Shared Ownership Properties

Legal & General Affordable Homes has given permission for Insert Name(s) The buyer of: Insert Address and Postcode Which is a ..... bedroom House Apartment | on the ...... floor To keep the following pets in the above-named property: Pet Name (1): ......Type of Animal & Breed: ..... Pet Name (3): ......Type of Animal & Breed: ..... Pet Name (4): ......Type of Animal & Breed: ..... The following pet policy outlines the conditions under which residents may keep pets in the above-named property and should be noted in line with the terms and conditions of your Shared Ownership Lease. 1. Residents are responsible for their pets in accordance with the Animal Welfare Act. If LGAH believes that a pet kept in the property has been neglected or abandoned, they will report it to an appropriate animal welfare organisation. 2. Residents must not leave their pets in the property when they are away unless clear arrangements have been made for their care. 3. Dogs should not be left alone in the property for extended periods of time. 4. All pets kept at the property must be vaccinated and regularly treated for fleas and worms (if appropriate). 5. Residents must ensure their pets do not cause a nuisance to neighbours. This includes excessive noise. Dogs must be kept under control and on a lead in any public places, communal areas, and walkways. 6. Pets must not be allowed to foul inside the property, except for caged pets and pets trained to use a litter tray. Any pet faeces must be removed immediately from the garden or outside areas and disposed of safely and hygienically. 7. Any animal listed in the schedule of the Dangerous Wild Animals Act 1976 may not be kept at the property. 8. Any dog listed under the Dangerous Dogs Act 1991 may not be kept at the property except for dogs registered on the Index of Exempted Dogs. 9. Residents may not breed animals or offer for sale any animal in the property. 10. Residents who wish to obtain an additional pet after moving into the property must first apply for permission in writing to the Management Provider representing LGAH. Signed on behalf of LGAH: ..... Dated: .....

Dated: .....

Signed by Resident/Owner: .....

## **Appendix 2**

## **Standard terms for Rented Properties**

- 1. Tenants are required to provide a reference for their pets from their former landlord if they have rented with their pets previously.
- 2. Tenants must fill in a separate information form for their pets, including contact details of their veterinary practice and a nominated person who will care for their pets in case of an emergency.
- 3. Tenants are responsible for their pets in accordance with the Animal Welfare Act. If the Management Provider believes that a pet kept in the property has been neglected or abandoned, they will report it to an appropriate animal welfare organisation.
- 4. Tenants must not leave their pets in the property when they are away unless clear arrangements have been made for their care.
- 5. Dogs should not be left alone in the property extended periods. Tenants must ensure that their dogs will not cause damage to the property if they are left unsupervised.
- 6. All pets kept at the property must be vaccinated and regularly treated for fleas and worms (if appropriate). And tenants are responsible for keeping all areas of the property clean and free from parasites, such as fleas.
- 7. Tenants must ensure their pets do not cause a nuisance to neighbours. This includes excessive noise. Dogs must be kept under control and on a lead in any public places, communal areas, and walkways.
- 8. Pets must not be allowed to foul inside the property, except for caged pets and pets trained to use a litter tray. Any pet faeces must be removed immediately from the garden or outside areas and disposed of safely and hygienically.
- 9. Any animal listed in the schedule of the Dangerous Wild Animals Act 1976 may not be kept at the property.
- 10. Any dog listed under the Dangerous Dogs Act 1991 may not be kept at the property except for dogs registered on the Index of Exempted Dogs.
- 11. Tenants may not breed animals or offer for sale any animal in the property.
- 12. Tenants who wish to obtain an additional pet after moving into the property must first apply for permission in writing to the Management Provider.
- 13. LGAH reserves the right to withdraw permission to keep pets at the property where any of the terms of the pet agreement have not been met.