



**Drumchapel
Housing**

Co-operative Limited

Pet Policy and Procedures

This document can be produced in various formats, for instance, in larger print or audio format and it can also be translated into other languages upon request.

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	Item	Page No.
1.	Introduction	3
2.	Policy Aims and Objectives	3
3.	Legal and Regulatory Framework	3-4
4.	Pet Permission and Terms	4-6
5.	Pigeons, Fowl, Livestock and Captive Bred Birds	7
6.	Breach of Policy	7
7.	Procedures Following a Breach of Policy	7-8
8.	Useful Contact Numbers	8
9.	Appeals Procedure	9
10.	Complaints	9
11.	Policy Review	9
12.	Equality and Diversity	9
13.	GDPR Privacy Statement	9

1. Introduction

- 1.1 This policy and procedures outline the Co-operative's approach to pet ownership. It will provide clear information to make tenants aware of their obligations for responsible ownership of domestic pets.
- 1.2 Reference is made to domestic pets under the Housing (Scotland) Act 2001 and our Scottish Secure Tenancy Agreement under the following sections which all tenants are required to be abide by:
 - a) 2.6 – Keeping of Pets
 - b) 3.3 – Respect for Others

2. Policy Aims and Objectives

- 2.1 The aims and objectives of the policy are:
 - To recognise tenants may wish to keep a pet, keeping pets can provide both physical and mental health benefits.
 - To ensure all tenants of the Co-operative enjoy a clean, peaceful and safe environment.
 - To set out how the Co-operative progresses pet registration applications.
 - To ensure all tenants and prospective tenants who apply for pet permission are aware of their responsibilities under the terms of the policy and to encourage responsible pet ownership.
 - How we will manage complaints in relation to pets.

3. Legal and Regulatory Framework

- 3.1 This policy meets the following Scottish Social Housing Charter outcome:

Outcome 6: Estate Management, anti-social behaviour, neighbour nuisance and tenancy disputes. Social landlords working in partnership with other agencies, help to ensure as reasonably possible that;
“Tenants and other customers live in well maintained neighbourhoods where they feel safe”.

- 3.2 The key legislation governing this policy is:
 - Dangerous Dogs Act 1991
 - The Control of Dogs Order 1992
 - The Housing (Scotland) Act 2001

- The Dog Fouling (Scotland) Act 2003
- Antisocial Behaviour etc. (Scotland) Act 2004
- Animal Health and Welfare (Scotland) Act 2006
- The Equality Act 2010
- The Control of Dogs (Scotland) Act 2010
- The Anti-social Behaviour, Crime and Policing Act 2014
- The Microchipping of Dogs (Scotland) Regulations 2016
- The Animal Welfare (Licensing of Activities Involving Animals) (Scotland) Regulations 2021
- The Dangerous Dogs (Designated Types) Scotland Order 2024

4. Pet Permission and Terms

- 4.1 Under the terms of the Co-operative's Scottish Secure Tenancy Agreement and this policy, all tenants require written consent from the Co-operative to keep a cat or a dog. Tenants must obtain this written consent by firstly completing a Pet Registration Application Form (Appendix 1) and reading a copy of this policy. Completed forms will be processed within **14 days** of receipt.
- 4.2 The Co-operative has relaxed pet consent for small animals including hamsters, gerbils, guinea pigs, rabbits, fish, budgies, small non-poisonous reptiles or insects. Rabbits and guinea pigs have the right to space. Guidance on what space is required for rabbits is part of the The Animal Welfare (Licensing of Activities Involving Animals) (Scotland) Regulations 2021.
- 4.3 A maximum of two pets may be kept in any one household.
- 4.4 Tenants should also consider that bringing a pet home is life changing and a big responsibility including financial costs. Tenants must be sure that they can commit to caring for a pet long term.
- 4.5 Tenants considering acquiring a dog should in the first instance contact the Co-operative to discuss the size and type/breed of dog prior to bringing this home to ensure appropriateness for the property. This is of particular relevance for tenement flats.
- 4.6 The factors below will be taken into consideration for any applications for pet permission:
- a) The tenant's ability to care for the pet and meet all the animal's welfare needs.
 - b) No complaint has been received about the pet in the past month if the complaint was found to be valid.
 - c) The size and type/breed of a dog is suitable for the property where it is to be homed.

- d) The number of other tenants with pet permission within a tenement block and the possibility of any disturbance a further pet may cause.
 - e) The history of any current or previous pet permission.
 - f) The dog is not prohibited under the Dangerous Dogs Act 1991 or by any other law. Current legislation at the time of this policy would define Dangerous Dogs in this country as a Pit Bull Terrier, Dogo Argentino, Fila Brasileiro and Japanese Tosa. The Co-operative will not give consent for any of these dog breeds.
 - g) Under the Dangerous Dogs (Designated Types) Scotland Order 2024, all tenants with existing pet permission for an XL Bully type of dog must provide an exemption certificate to the Co-operative.
- 4.7 If consent is granted for a tenant to keep a pet, a Pet Permission Granted Letter (Appendix 3) will be issued along with a Pet Certificate (Appendix 4). A certificate is given for each pet and an identification number once consent has been granted. The certificate number is exclusive to one pet. This completes the registration process.
- 4.8 Tenants are not permitted to keep more than one dog. There may be exceptional circumstances where a tenant is given consent for more than one dog e.g. a new tenant with existing ownership of more than one dog. Under these circumstances, consent will be considered by the Senior Housing Officer. Tenants who have consent for more than one dog will not be given consent to replace the additional dog(s) once the dog(s) dies or if the dog is re-homed.
- 4.9 The Co-operative will not unreasonably refuse consent for a pet. If consent is not granted, a Pet Refusal Letter (Appendix 4) will be issued within **14 days**. Refusal letters shall include reference to a right of appeal.
- 4.10 The Co-operative maintains a Pet Register of all dogs and cats. It is the responsibility of the Housing Management Team to keep this maintained and updated.
- 4.11 If a pet dies or requires to be re-homed, the Co-operative should be informed. Pet permission for the pet will be removed and the Pet Certificate is no longer valid. The pet will also be removed from the Pet Register. Consent to replace a pet will require a tenant to submit a new Pet Registration Application Form (Appendix 1).
- 4.12 Looking after your pet:
- a) Tenants are legally responsible for the welfare of their pet under the Animal Health and Welfare (Scotland) Act 2006.
 - b) Tenants must ensure dogs are trained and not left alone within a property for long periods of time.
 - c) Tenants must ensure that pets are registered with a vet and they receive standard healthcare including vaccinations and parasite control.
 - d) Tenants should seek advice regarding having pets neutered to avoid unwanted litters.

- e) Tenants are legally required to microchip dogs by the time they are 8 weeks old and it's recommended that cats are also microchipped. Details on the microchip must be kept up to date or owners can risk a fine.
 - f) Tenants are legally required to use a collar and ID tag for their dog which must display the owner's name and address. A telephone number is also recommended.
 - g) The Co-operative expects all dog owners to take a responsible attitude to dog fouling. Tenants must always clean up after their dog and dispose of this in the correct way. If you fail to do so, you may receive a Fixed Penalty Notice of £80 by the local authority which is issued under the Dog Fouling (Scotland) Act 2003. The Fixed Penalty Notice rises to £100 if unpaid within 28 days.
 - h) Tenants are legally responsible for their dog and its behaviour. All dogs have the potential to be dangerous therefore no dog must ever be allowed to roam uncontrolled and should be on a lead at all times in common areas with adult supervision.
- 4.13 The Co-operative could withdraw pet permission and require removal of the pet if it causes nuisance, annoyance or damage. The following constitutes as nuisance and annoyance:
- (a) Proven excessive noise
 - (b) Roaming and unattended dogs within the estate and common areas
 - (c) Unpleasant pet odour from the property
 - (d) Dog fouling in common areas
 - (e) Dog fouling in gardens (including a tenant's garden, if not removed)
 - (f) Destruction to neighbouring gardens
 - (g) Damage to the property or common areas
 - (h) Aggression
 - (i) Neglect
 - (j) Fouling on a veranda (if not removed)
- 4.14 Tenants are not permitted to breed pets.
- 4.15 Tenants are not permitted to operate a business from a property involving animals including breeding animals or operating boarding kennels.
- 4.16 In addition to tenants having responsibility for pets owned by them, they are also responsible for pets owned by visitors to the property.
- 4.17 Housing Register applicants will be informed of this policy during their assessment and will be advised of the requirement to seek written consent to have a pet. Checks should be taken during the assessment to ascertain if the applicant currently has an existing pet.
- 4.18 No pets should be homed on the veranda of a tenement flat.

4.19 The Co-operative will reserve the right to remove pet permission if there is evidence to suggest that a tenant has been negligent in their care of a pet through neglect or cruelty. The Co-operative will encourage any concerns of neglect or cruelty are directed to the Scottish SPCA.

4.20 The Co-operative will reserve the right to restrict dogs from entering specific back court tenement blocks. All tenants within the block will be made aware of this by letter.

5. Pigeons, Fowl, Livestock and Captive Bred Birds

5.1 The Co-operative's Scottish Secure Tenancy Agreement does not allow tenants to keep pigeons, fowl or livestock under any circumstances.

5.2 The Co-operative will not grant Pet Permission for captive bred Schedule 4 birds.

5.3 If a tenant is found to be keeping any of these animals, they will be instructed to remove them within 28 days or risk legal action.

6. Breach of Policy

6.1 Pet permission will only remain whilst a tenant adheres to the terms of the Scottish Secure Tenancy Agreement and this policy.

6.2 Tenants must take all reasonable steps to supervise and control any pet, owned by the tenant or any household member or visitor, ensuring that the pet does not cause nuisance, annoyance or danger to anyone including neighbours, residents, staff and contractors as per Section 4.12 of this policy.

6.3 Tenants found to be keeping pets in their home without the Co-operative's permission will be asked to apply for Pet Permission within 14 days. If a tenant fails to apply for permission, the Co-operative will request the removal of the pet within 14 days or the tenant may be subject to legal action.

7. Procedures Following a Breach of Policy

7.1 Pet owners who have no permission to keep a pet:

a) If it is found that a tenant is keeping a pet without permission, the Housing Officer should contact the tenant in order to confirm the situation.

b) The tenant will be given **14 days** to seek permission to keep the pet.

c) If permission is refused or the tenant fails to apply for permission to keep the pet, the tenant will be given **14 days** to remove the pet.

d) If the tenant fails to remove the pet within the specified time limit, the Co-operative will inform the tenant that legal proceedings may be instigated. If the tenant fails to co-operate then a Notice of Proceedings may be issued and thereafter court action may be raised.

- e) The Senior Housing Officer will approve any legal action taken against a tenant with the Management Board approving the enforcement of an Eviction Decree.

7.2 Pet owners whose pet is causing nuisance, annoyance or danger:

- a) Complaints against pet owners will be accepted both verbally and in writing.
- b) The Housing Officer will discuss the complaint with the complainant and if required, any other tenants in the close/immediate area to ascertain extent of the problem.
- c) The Housing Officer will raise the concerns with the tenant and remind them of their responsibilities under this policy. Depending on the nature of the complaint, the tenant may be given the opportunity to take the appropriate action to remedy the situation to prevent any further complaints. The Co-operative will provide advice, support and signpost the tenant to relevant agencies where appropriate.
- d) Where appropriate, the Housing Officer may inform other agencies of the complaint for example Scottish SPCA or Police Scotland.
- e) If further if further valid complaints are received, a Final Warning Letter will be issued before pet permission is removed. If pet permission is removed, the tenant will be asked to remove the pet within **14 days**.
- f) The Co-operative will only remove pet permission as a last resort.
- g) The Senior Housing Officer will approve any legal action taken against a tenant with the Management Board approving the enforcement of an Eviction Decree.

8. Useful Contact Numbers

8.1 Information, assistance and advice on pets can be obtained from the following agencies:

Scottish SPCA	0300 099 9999
Dogs Trust Glasgow	0303 303 3738
Cat Protection Glasgow	0141 779 3341
Police Scotland	101
PDSA	0800 731 2502
Guide Dogs Scotland	0800 781 1444

The Dogs Trust Glasgow have a wealth of advice and information on their website which can be found here: www.dogstrust.org.uk/dog-advice

9. Appeals Procedure

- 9.1 If a tenant is unhappy about a decision relating to this policy or the request for the removal of a pet, they must submit a written appeal to the Senior Housing Officer within **14 days** of receiving the decision. This can be done by letter which can be provided at the office or sent by email.
- 9.2 The Senior Housing Officer will review the appeal and provide the tenant with a decision in writing within 21 days.

10. Complaints

- 10.1 If tenant or service user is dissatisfied with the level of service they have received in relation to this policy, a complaint should be made to the Co-operative who will respond in accordance with their complaints policy and procedures. Should the tenant or service user remain dissatisfied having exhausted the organisation's internal complaints procedures, they can raise a complaint to the Scottish Public Services Ombudsman (SPSO).

11. Policy Review

- 11.1 The Co-operative will review this policy every 3 years unless amendment is required sooner due a change in statutory, regulatory or best practice guidance.
- 11.2 The policy was developed in consultation with tenants, Dogs Trust and the Scottish SPCA.

12. Equality and Diversity

- 12.1 Our core values include providing a fair and equal service for all service users and we will ensure that in applying this policy we will not discriminate against any individual, household or group on any of the grounds detailed in our Equality and Human Rights Policy.

The following are some examples of how we will achieve this:

- Publication of the policy in alternative formats and different languages, on request (with any reasonable costs borne by the Co-operative).
- Providing interpreting service on request.
- Consulting with national bodies, as required, to promote good practice.

13. GDPR Privacy Statement

- 13.1 The Co-operative will gather and use certain information about individuals in accordance with UK GDPR and DPA 2018. Staff members have a responsibility to ensure compliance with the terms of the privacy policy and to collect, handle and store personal information in accordance with relevant legislation. The Fair Processing Notice (FPN) details how personal data is held and processed.



Pet Registration Application Form

Photograph attached:	Yes/No If No, please email to: enquiries@drumchapelhc.org.uk
Date Form Completed:	
Tenant:	
Address:	
Telephone No:	

Name of Pet:	
Age:	
Type of Animal:	
Breed/Type:	
Description:	
Colour:	
Male/Female:	
Microchipped:	Yes/No
Neutered:	Yes/No If Yes, what date:
Read and understood Pet Policy:	Yes/No

Signed: _____

Date: _____

Appendix 2

Ref:

Date:

Name
Address

Dear

Pet Permission Granted

I write with regards to the pet registration form you recently returned.

I can confirm pet permission has been granted for your dog/cat name.

I enclose a Pet Registration Certificate for you to sign and return for your pet to be registered with the Co-operative. Please note that pet permission only remains in place if the terms of the Pet Policy are being adhered to.

It is important to contact the Co-operative if you are considering having another pet as you must get permission from us prior to bringing the pet home. This includes replacing a pet that dies as a certificate is required for each pet. Only **one dog** per household is now permitted in line with Pet Policy and Procedures.

I look forward to your co-operation in this matter.

Yours sincerely

Enc.

Appendix 3



**Drumchapel
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Co-operative Limited

**PET REGISTRATION
CERTIFICATE**

Name:

Address:

Drumchapel Housing Co-operative have granted permission to keep the following pet:

Name:

Age:

Breed/Description:

Pet Registration No:

This Certificate relates to the above pet only and is effective from date.

Appendix 4

Ref:

Date:

Name
Address

Dear

Pet Registration Application – Refusal

Further to your application to register a pet with the Co-operative, we regret to inform you permission has not been granted at this time. The reason/s for the refusal is/are outlined below:

One of the following can be chosen or other reason where appropriate

- The breed/size of dog is inappropriate for the size/type of property.
- The Co-operative has previously received complaints regarding nuisance caused by your pet/or other pets previously owned by you.

This is in-line with our Pet Policy and Procedures. You can view a copy of the policy on our website at www.drumchapelhc.org.uk or we can provide paper copy upon request.

If you wish to discuss this further, please do not hesitate to contact me at the office.

Yours sincerely

<h2 style="margin: 0;">Drumchapel Housing Co-operative</h2> <h3 style="margin: 0;">Equality Impact Assessment</h3>	 <p>Drumchapel Housing Co-operative Limited</p>
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Name of the policy/ proposal to be assessed	Pet Policy and Procedures	Is this a new policy/proposal or a revision?	A revision
Person(s) responsible for the assessment	Marisa McCarthy – Senior Housing Officer		
Our policy has taken account of Article 6 of the Human Rights Act	<p>This article highlights that “People have the right to a fair trial”.</p> <p>The Co-operative will therefore ensure it makes reasonable adjustments to how they communicate with tenants, and others, when developing policies/delivering services which could result in legal action being taken.</p> <p>In particular, the Co-operative will seek to reduce barriers tenants, and other customers, from specific groups might encounter if they are subject to legal action (i.e. ensuring someone with ‘additional support needs’ understands the legal processes and/or the Co-operative work through any third parties or mediators that person works with, if legal action is initiated to someone with English as a second language the Co-operative will ensure they are provided with access to appropriate translation support, etc.).</p> <p>In addition, if someone was appealing against an allocation decision, required access to additional support (i.e. access to translators, assistance with completing forms, sign-posting to support groups, etc.) then the Co-operative would provide all reasonable assistance.</p>		
Our policy has taken account of Article 8 of the Human Rights Act	<p>This Article highlights people’s “Right to respect for private life, family life and the home.”</p> <p>The Co-operative will seek to ensure policies deal effectively with anti-social issues, noise pollution, neighbour disputes, etc., and policies will avoid exacerbating any issues.</p>		

Pet Policy and Procedures

<p>Our policy has taken account of Article 14 of the Human Rights Act</p>	<p>This article highlights the “Prohibition of Discrimination” in any areas of the Co-operative’s work.</p> <p>The Co-operative will seek to ensure its policies and decisions are based on the merits of each case and nothing to do with a protected characteristic. The only exception would be a policy / service designed to help a particular group i.e. sheltered housing, caretaker service (designed particularly to benefit the elderly and disabled).</p>
<p>1. Briefly describe the aims, objectives and purpose of the policy/proposal</p>	<p>The aims, objectives and purpose of this policy are:</p> <ul style="list-style-type: none"> • To recognise that tenants may wish to keep a pet and keeping pets can provide health benefits. • To ensure all tenants of the Co-operative to enjoy a clean, peaceful and safe environment. • To set out how the Co-operative progresses pet registration applications. • To ensure all tenants and prospective tenants who apply for pet permission are aware of their responsibilities under the terms of the policy and to encourage responsible pet ownership.
<p>2. Who is intended to benefit from the policy/proposal? <i>(e.g. applicants, tenants, staff, contractors)</i></p>	<p>The Co-operative, tenants and any other stakeholders.</p>
<p>3. What outcomes are wanted from this policy/proposal? <i>(e.g. the benefits to customers)</i></p>	<p>The outcomes wanted from this policy are:</p> <ul style="list-style-type: none"> • To ensure all tenants of the Co-operative to enjoy a clean, peaceful and safe environment. • To ensure all tenants and prospective tenants who apply for pet permission are aware of their responsibilities under the terms of the policy and to encourage responsible pet ownership.

Pet Policy and Procedures

4. Which **protected characteristics** could be **affected** by the proposal? (*tick all that apply*)

- Age
 Disability
 Marriage & Civil Partnership
 Pregnancy/Maternity
 Race
 Religion or Belief
 Gender
 Gender Reassignment
 Sexual Orientation

5. If the policy/proposal is not relevant to any of the **protected characteristics** listed in part 4, state why and end the process here.

There are protected characteristics relevant to this policy.

6. Describe the **likely positive or negative impact(s)** the policy/proposal could have on the groups identified in part 4.

Positive impact(s)

Negative impact(s)

Disability

Those tenants who have a disability may require an alternative communication format.

Race

There may be a language barrier for those tenants whom English not their first language.

7. What **actions** are **required** to address the impacts arising from this assessment? (*This might include; collecting additional data, putting monitoring in place, specific actions to mitigate negative impacts*).

- This policy can be made available in alternative formats upon request such as braille, large font or an audio format.
- An interpreter service is available upon request and correspondence can also be translated.

Signed: M. McCarthy

Job Title: Senior Housing Officer

Date the Equality Impact Assessment was carried out: 10/09/24

Please attach the completed document as an appendix to your policy/proposal report