

Animal and Pet Policy

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TWO RIVERS HOUSING

Animal and Pet Policy

1. Statement of Intent

- 1.1. The purpose of this policy is to clarify Two Rivers Housing's (TRH) approach to animals and pets kept within the home. For the purpose of this Policy "home" includes gardens, sheds and garages.
- 1.2. This policy should be applied in conjunction with all TRH policies in existence at the time of using it. Most specifically:
 - 1.2.1. Tenancy policy
 - 1.2.2. Tenancy Management policy
 - 1.2.3. Anti-Social Behaviour policy
 - 1.2.4. Equality, Diversity and Inclusion policy
 - 1.2.5. Reasonable Adjustments policy
 - 1.2.6. Safeguarding policy
- 1.3. This policy is legally compliant at the time of writing and will be reviewed on any change in law or best practice.
- 1.4. All tenancy agreements issued by TRH have a clause on keeping animals and pets, that may differ slightly in wording, but in the main state:

"Pets

You must not keep, or allow anyone else to keep, any animal in your home if it causes or could cause a nuisance or disturbance to neighbours or others living in the vicinity or neighbourhood of your home or any other property or a flat in a block, including communal areas.

You must not keep a cat or dog in a sheltered flat or a flat in a block without permission from us. Permission is only likely to be granted in the case of a guide dog or if you do not share any corridor or stairway with other residents.

If we grant consent for you to keep an animal in your home, we may attach conditions to that consent, which you must comply with. If you fail to do so, we may withdraw the consent by giving you reasonable notice."

- 1.5. This policy aims to:

- 1.5.1. To ensure that pets are kept in line with the terms of the individual tenancy agreement.
 - 1.5.2. To promote responsible pet ownership.
 - 1.5.3. To ensure complaints about nuisance are dealt with efficiently and effectively.
 - 1.5.4. To ensure all Two Rivers Housing tenants are treated in a fair and equitable way.
 - 1.5.5. To consider the safety and wellbeing of all our tenants.
- 1.6. Unless stated otherwise, all contacts will be acknowledged within five working days.

2. Definitions

- 2.1. For this policy, a 'pet' means a domesticated animal, such as a dog, cat, bird, rodent, fish, turtle, or other animal that is kept for pleasure rather than for commercial purposes. By animal we mean any mammal, reptile, bird, amphibian, insect, or fish, whether wild or tamed or domesticated.
- 2.2. The Royal Society for the Prevention of Cruelty to Animals (RSPCA) is a charity operating in England and Wales that promotes animal welfare.
- 2.3. An 'assistance' dog – such as a guide dog or hearing dog - helps someone with a disability to complete essential tasks so they can increase their independence and improve their quality of life.
- 2.4. Nuisance, under the Environmental Protection Act 1990, is defined as: 'An unreasonable and significant emission of noise that causes significant and unreasonable interference with the use and enjoyment of your premises'.
- 2.5. The term 'tenant' refers to tenants and those holding a lease with Two Rivers Housing.

3. Legal Framework

- 3.1. Legislation that we will consider for the purpose of this policy includes, but is not limited to:
 - 3.1.1. Animal Welfare Act 2006. Section 9 of the Animal Welfare Act places a duty of care on people to ensure they take reasonable steps to meet the welfare needs of their animals.

- 3.1.2. The Dangerous Dogs Act 1991 (as amended) gives guidance on dangerous dogs, keeping dogs under proper control and the use of muzzles and leads.
- 3.1.3. Environmental Protection Act 1990, legal action could be taken against an owner if they do not stop nuisance caused by a pet or animal.
- 3.1.4. The Control of Dogs Order 1992 states that any dog in a highway or public place must wear a collar with the owner's details upon it.
- 3.1.5. The Anti-Social Behaviour Crime and Policing Act 2014 gives social landlords powers to deal with anti-social and nuisance behaviour.
- 3.1.6. The Housing Act 1988 sets out the grounds for possession that can be sought. One of those relates to nuisance or unlawful behaviour.
- 3.1.7. The Dangerous Wild Animals Act 1976 regulates which animals can be kept in the UK as domestic pets.

4. Statement

- 4.1. Our tenancy agreement outlines the basic rules for keeping pets as we recognise the benefits that responsible pet ownership can bring.
- 4.2. The control of pets living in or visiting the home is the responsibility of the tenant.
- 4.3. Tenants are not permitted to keep animals or pets in the home without first seeking our permission. On request, we will send out a pet permission form to be completed by the tenant. Permission will not be unreasonably withheld; however, it may be refused following a review of any tenancy breaches.
- 4.4. Tenants must seek permission from Two Rivers Housing if they wish to pet sit, provide day care for family or friends or have a pet visiting or residing in their home for longer than seven days within the year.
- 4.5. Tenants are not allowed to keep or have a cat or a dog visit in a sheltered flat, or in a block of flats, where they have shared access or stairwells, except for guidedogs or similarly registered animals. Evidence of registration may be requested. This reflects what is currently in our tenancy agreements.
- 4.6. We may provide permission on request, to keep a cat or a dog when living in sheltered, accommodation or in a block of flats, if you have your own entrance and access to an outside area.

- 4.7. We may work with local authorities and charities to promote awareness of responsible pet ownership.
- 4.8. We reserve the right to limit the number of pets in a particular area or scheme if the management of that area requires it.
- 4.9. We will not allow tenants to keep the following animals:
 - 4.9.1. Dogs listed within the Dangerous Dog Act 1991 (as amended)
 - 4.9.2. Endangered species
 - 4.9.3. Animals listed on the Dangerous Wild Animals Act 1976
- 4.10. For avoidance of doubt, this will include any new requests for permission to keep XL Bully breeds.
- 4.11 We expect Tenants to clean up after their animals and pets and to keep them in sanitary conditions at all times.
- 4.12 We expect Tenants to keep their pets microchipped, vaccinated and treated against fleas and other pests. We would not expect an animal or pet to be left unattended for a long period of time, which means that the owner is unable to meet their needs. We would expect adequate arrangements to have been made to provide for their care.
- 4.13 We will report any concerns around animal welfare to the relevant authorities.
- 4.14 Tenants are liable for any damage or nuisance that is caused by their pets. Damage includes damage to fixtures and fittings in the home and communal areas (including carpets and floor coverings where these are provided), as well as the garden and wider neighbourhood.
- 4.15 If the animal or pet needs outside accommodation that is larger than a standard rabbit hutch or dog kennel, the tenant should request permission under our Tenant Improvement policy before it is built.
- 4.16 TRH will not allow animals or pets to be kept for breeding or business purposes, and/ or profit unless prior permission is granted under the Tenancy Management Policy relating to running a business from home.
- 4.17 Tenants will not be allowed to have large amounts of animals at the property which, in the view of TRH, amounts to hoarding.

5 Considerations

- 5.1 Each request will be considered individually and will be assessed in line with this policy.
- 5.2 TRH will consider the type of home, location, size of property and household members when considering any request.
- 5.3 TRH will consider the tenancy history, in relation to previous animal and pets' ownership, at their current and any previous homes.
- 5.4 To determine whether permission should be granted, we may request additional information, including but not limited to:
 - 5.4.1 A reference for the pet(s) from a previous landlord or letting agent
 - 5.4.2 A reference from a veterinary surgeon
 - 5.4.3 Contact details of the tenant's veterinary practice
- 5.5 We may also request a photograph, a vaccinations card, and details of the pet, as the permission will be for each individual animal.
- 5.6 TRH may consider the number of animals or pets that are already present within the home, area, and if there are management issues arising from this.

6 Decision

- 6.1 We aim to make a final decision within 21 days of receiving the last piece of requested evidence.
- 6.2 We will provide tenants with written confirmation as to whether the permission is given or denied.
- 6.3 If permission is denied, we will give reasons for it.
- 6.4 If permission is given, we may attach conditions to that permission such as keeping a dog on a lead in public areas, carrying out proper training, cleaning

up after it, ensuring that it does not cause a nuisance, housing it correctly and safely.

7 Appeal

7.1 When writing to you with a decision to refuse permission we will advise you of your right to appeal. An appeal of the decision can be made for the following reasons:

7.1.1 It is believed that we haven't taken into account a key piece of evidence already provided.

7.1.2 It is believed that reasonable adjustments have not been considered in relation to any disability or medical condition.

7.1.3 There is additional evidence that is considered to be important in making a decision and you want to send it to us.

7.2 We will not normally accept an appeal for any other reason – we know tenant(s) may not be happy with a decision but unless the appeal is for one of the reasons here we may be unable to consider it.

7.3 To appeal our decision, contact should be made detailing which reason is being used to appeal and provide us with any supporting information. The appeal must be received within 10 working days of our decision.

7.4 We accept an appeal in the following ways:

7.4.1 Emailing customerservices@2rh.org.uk with the title – Request to Appeal Pet Permission Decision; or

7.4.2 Telephoning us on 0333 355 44 33.

7.4.3 In person. Any member of staff can be spoken to appeal a decision. We may ask for you to provide further information in by email or post.

7.4.4 By post to Two Rivers Housing, Rivers Meet, Cleeve Mill Lane, Newent, Gloucestershire, GL18 1DS – please title your letter Request to Appeal Pet Permission Decision.

- 7.5 The appeal will be heard by a manager who has not been involved in the original decision, and a response will be sent within 10 working days. In exceptional cases it may take us a little longer to consider the appeal. If this is the case, we will let the tenant(s) know and agree a date when they will have a decision.
- 7.6 As part of dealing with the appeal, we may contact the tenant(s) to ask questions and ensure we have all the right information.
- 7.7 Once the appeal decision has been made there will be no further appeal.
- 7.8 If you are unhappy with how we have managed your case, you can make a complaint via our Complaints Policy which is available on our website or on request. However, this will not form an appeal of the decision made.

8 Actions and enforcement

- 8.1 If we receive a report of nuisance behaviour, aggressive behaviour or concerns around the welfare of humans or animals we will visit the tenant to investigate and to assess the situation for ourselves.
- 8.2 If we are concerned about or receive reports of poor property condition we will visit the home to investigate.
- 8.3 If it is considered necessary, we may put a warning indicator on the address for example “dogs in property”
- 8.4 Unless a serious incident has occurred, which would be dealt with under our anti-social behaviour policy, we will normally work with tenants to provide support before withdrawing permission to keep the pet or animal.
- 8.5 We will provide advice and signposting to charities and organisations that may be able to help.
- 8.6 We will support tenants to remedy any breach of tenancy, or any conditions attached to the permission when given.
- 8.7 Permission may be amended, with additional conditions if we think it is reasonable and necessary.

- 8.8 We will report any instances of neglect or cruelty immediately to the RSPCA, the Local Authority, and other agencies for advice.
- 8.9 If we become aware of a dangerous animal or pet, we will report the matter to the Police and other agencies.
- 8.10 If we become aware that you are profiting from keeping animals or pets and are claiming benefits to assist with income, we may check that you have declared that income to the benefit provider. We have a duty to report if we suspect benefit fraud.
- 8.11 We may remove permission to keep an animal or pet if a tenant continues to breach the conditions of tenancy on any grounds, including nuisance or anti-social behaviour.
- 8.12 TRH recognises that to remove permission for an animal or pet is a very serious thing to do and will only do so if support measures are not successful.
- 8.13 TRH may take legal action against the tenant for any breaches of tenancy, that cannot be sorted out by agreement. This may include:
 - 8.13.1 Injunction proceedings, which may order the tenant to remove the animal or pet from the home.
 - 8.13.2 We may request possession of the home as a last resort or where we feel an injunction is not appropriate in all of the circumstances.

9 Monitoring and review

- 9.1 The Head of Neighbourhoods is responsible for monitoring this policy to ensure that it is correctly applied.
- 9.2 The Head of Neighbourhoods is responsible for ensuring that reviews of this policy are carried out.
- 9.3 TRH will undertake regular reviews of this policy, the procedures related to it and staff training needs to ensure that it continues to operate in line with best practice and that service improvements are made and implemented.

- 9.4 In the absence of any trigger for review, the policy will be reviewed at 3 year intervals or such other periods as the Board of TRH may from time to time determine.
- 9.5 On review, where possible, this policy will be reviewed with our Tenant Voice or a panel of tenant representatives.

Version	Date	Author	Change description	Approved by	Date approved
1.0	Nov 25	Sally Howell	Creation of standalone policy.	Customer, Culture, Colleague Committee	17 th June 2026