

# PET POLICY

## **1. Purpose**

- 1.1 This policy outlines Red Kite Group's approach to pets living in tenant homes, encompassing tenants and leaseholders of Red Kite Community Housing and Twenty11.
- 1.2 The policy operates alongside individual tenancy agreements and relevant legislation. Where there is a difference between this policy and a tenancy agreement or statutory requirement, the tenancy agreement and/or legislation will take precedence.
- 1.3 This policy is based on the document '*Guidelines on Pet Management for Social Housing Providers*' published by the Pet Advisory Committee and endorsed by the British Veterinary Association, the Chartered Institute of Environmental Health, and the Chartered Institute of Housing.
- 1.4 We recognise that keeping pets can offer significant benefits to tenants, however, irresponsible pet ownership can cause nuisance and affect the quality of life for other tenants and leaseholders. If tenants and leaseholders wish to keep a pet, they need to ensure the pet's well-being.
- 1.5 This Pet Policy should be read in conjunction with our Anti-social Behaviour Policy.
- 1.6 The aims of this policy are therefore:
  - to ensure that pets are kept in line with the terms of the individual tenancy agreement
  - to promote responsible pet ownership
  - to ensure complaints about nuisance are dealt with efficiently and effectively
  - to ensure all our tenants are treated in a fair and equitable way.

## **2. How this policy applies**

- 2.1 This policy applies across the Red Kite Group; however, how permission for pets is managed depends on the tenant's tenancy agreement and the legal framework applying to that tenancy. Some tenancy agreements require tenants to obtain permission before keeping a pet. We will always apply this policy in a way that is consistent with the tenant's tenancy agreement and the law in force at the time.
- 2.2 Some tenants hold tenancy agreements that pre-date this policy or were acquired through stock transfer or merger. These agreements may contain different provisions regarding pets.
- 2.3 Nothing in this policy is intended to remove or reduce any rights granted under those agreements.
- 2.4 Where legislation limits a landlord's ability to refuse permission to keep a pet, Red Kite Group will comply with those requirements.

## **3. Responsibilities**

3.1 Oversight and implementation of this policy is the responsibility of the Head of Community.

#### 4. Definitions

4.1 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.

4.2 For the purposes of this policy, the term '**home**' includes where a tenant lives, including any garden or outdoor space within their boundary.

4.3 **PASS tenancies** are only with former Wycombe District Council Tenants who transferred when Red Kite was formed.

4.4 **The Royal Society for the Prevention of Cruelty to Animals (RSPCA)** is a charity operating in England and Wales that promotes animal welfare.

4.5 **An assistance animal** – helps someone with a disability to complete essential tasks so they can increase their independence and improve their quality of life.

4.6 An **Emotional Support Animal (ESA)** is a pet that provides comfort and support to a person with a mental or emotional disability, alleviating symptoms like anxiety or depression simply through its presence.

4.7 **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'.

4.8 The term '**tenants**' refers to tenants or leaseholders within the Red Kite Group, including Red Kite Community Housing and Twenty11.

4.9 Tenancy Sustainment Licence (TSL) – A framework unique to **Twenty11 tenants only**, which is embedded in the tenancy agreement. The scheme allocates points for both positive and negative tenant behaviours (for example, paying rent on time, allowing safety checks, engaging in community activities, or conversely, causing antisocial behaviour or accruing rent arrears). A tenant's TSL score is considered when determining the date of the next tenancy review.

#### 5. Legal Framework

5.1 The key piece of legislation for this policy is the 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 to the extent required by good practice.

5.2 Further information can be found in specific Codes of Practice produced by DEFRA (for England) relating to cats, dogs, horses, ponies and donkeys and privately kept non-human primates.

5.3 There is also relevant legislation relating to dangerous dogs and dangerous wild animals. For some animals, such as certain types of wild or exotic animals, a licence is a legal requirement, see <https://www.gov.uk/licence-wild-animal> for details. This policy outlines our approach to these animals.

- 5.4 There are laws that relate to nuisance caused by pets, for example, a barking dog can be a 'statutory noise nuisance'. Under the Environmental Protection Act 1990, legal action could be taken against an owner if they do not stop the nuisance.
- 5.5 There are several other laws including those that relate to keeping and breeding animals, such as Breeding and Sale of Dogs (Welfare) Act 1999, Breeding of Dogs Act 1991 and Breeding of Dogs Act 1973.
- 5.6 Further laws we work within include the Dangerous Wild Animal Act 1976 and the Dangerous Dog Act 1991.

**6. Policy Statement**

**6.1 Permission to Keep a Pet**

6.2 Permission may or may not be granted in line with the tenancy agreement that has been signed by the tenant. Some of our tenancy agreements do not require permission to be granted at all. The table below shows the different tenancy agreements and whether they require permission or not:

Tenancy Type	Is permission required?
Red Kite <b>PASS tenancies</b> are only with former Wycombe District Council Tenants who transferred when Red Kite was formed.	No
Red Kite Assured Shorthold Tenancy	Yes
Red Kite Starter Tenancy	Yes
Red Kite Fixed Term Tenancy	Yes
Red Kite Temporary Accommodation Licence	Yes
Twenty11 tenancy agreement	No

- 6.3 Where a tenancy agreement requires permission to keep a pet, tenants must make a request before bringing a pet into the home. Permission can be requested by completing our Pet Permission Request Form.
- 6.4 For tenants subject to legislation that restricts a landlord's ability to refuse permission to keep a pet, requests will be considered in line with that legislation.
- 6.5 We will not unreasonably refuse or delay giving consent

**6.4 Permitted Pets**

- 6.4.1 Permission to keep a pet may only be refused, or conditions applied, where it is reasonable to do so, including where:
  - the pet would be unsuitable for the size, layout, or type of property
  - keeping the pet would pose a demonstrable risk to health, safety, or welfare
  - the pet is prohibited by law

- there is a clear and evidenced risk of nuisance or anti-social behaviour that cannot reasonably be managed
- the welfare needs of the animal cannot reasonably be met within the property

6.4.2 Permission will be given to assistance animals as long as they have been trained as an assisted pet, and a certificate can be provided.

6.4.3 To determine whether permission should be granted, we may request additional information, including but not limited to: a reference for the pet(s) from a previous landlord, letting agent or veterinary surgeon; contact details of the tenant's veterinary practice; and we may also contact the person nominated to care for the pet(s) in cases of absence/an emergency.

6.4.4 Any refusal or conditions imposed will be proportionate, evidence-based, and specific to the individual circumstances.

## 6.5 **Assistance Animals**

This policy also applies to assistance animals. Requests will be considered in line with the Equality Act 2010, recognising that these animals are essential for independence and are highly trained.

## 6.6 **Emotional Support Animals (ESAs)**

We recognise that some tenants may keep an animal for emotional support or therapeutic benefit, even where the animal is not a trained assistance dog. Requests to keep an emotional support animal will be considered on a case-by-case basis.

When assessing a request, we will take into account:

- evidence that the animal provides a genuine support or wellbeing benefit – this evidence must come from a health professional.
- the suitability of the home and any impact on neighbours or communal areas; and
- the welfare needs of the animal itself.

Permission will be granted where it is reasonable to do so and does not cause nuisance or breach tenancy conditions.

## 6.7 **Nuisance and Behaviour**

This policy should be read alongside our Anti-social Behaviour Policy. Pets must not cause a nuisance or present a danger, irrespective of whether you need written permission for a pet or not. Examples of pet nuisance include:

- fouling of communal areas (owners must clean up immediately)
- excessive noise
- biting or attacks on people or other animals
- behaviour that causes fear of injury
- lack of control or aggressive behaviour

- offensive odours
- failure to keep a dog on a lead in communal areas
- damage to homes or communal areas

## 6.8 **Animal Welfare Responsibilities**

Tenants and leaseholders are legally responsible for the health and welfare of their pets under the Animal Welfare Act 2006. They must provide:

- a suitable environment and diet
- protection from pain, suffering, injury, and disease
- opportunities for normal behaviour
- appropriate housing, alone or with other animals as suitable

## 6.9 **Prohibited Animals**

Dogs listed under the Dangerous Dogs Act 1991 and any animals under the Dangerous Wild Animals Act 1976 are not permitted, except for XL Bullies covered by section 5.7 below.

## 6.10 **XL Bully Dogs**

XL Bully dogs are prohibited unless the tenant can demonstrate full legal exemption in accordance with current legislation. Tenants must comply with all legal requirements relating to registration, insurance, control, and public safety.

6.10.1 Where required to protect staff or others, additional safety controls will be applied. Any unlawful ownership will be reported to the appropriate authorities. Further guidance is available at: [www.gov.uk/guidance/ban-on-xl-bully-dogs](http://www.gov.uk/guidance/ban-on-xl-bully-dogs).

### 6.10.2 **Staff Safety**

6.10.3 A marker will be placed on the Staff Protection Register where a dog at a home presents a risk to staff, contractors or agents. This includes dogs that have shown aggressive behaviour and any banned or restricted breed (including XL Bully dogs).

6.10.4 When visits take place, tenants must ensure all dogs are securely controlled. Aggressive dogs must be confined to a separate room or secure garden for the duration of the visit. Where legally required, dogs must also be muzzled and handled in line with DEFRA exemption conditions.

6.10.5 Failure to control a dog and ensure staff safety may result in action under the tenancy agreement and relevant legislation.

### 6.10.6 **Reporting**

Anyone keeping an XL Bully without demonstrating full legal exemption will be reported to the police.

## 6.11 **Control of Pets**

Tenants are responsible for the behaviour of their pets and any animals visiting their home. Dogs must always be kept on a lead in public or communal areas and

must never be allowed to roam freely, including on balconies, walkways, lifts, or stairwells.

**6.12 Fouling**

Tenants must immediately clean up and appropriately dispose of any fouling.

**6.13 Outdoor Accommodation**

Written permission must be obtained before building outdoor accommodation for pets (other than small hutches or pens). Applications must include design plans and specify the species to be kept. Details of how to make a request are available on our websites:

- [For Red Kite tenants](#)
- [For Twenty11 tenants](#)

**6.14 Cat or Dog Flaps**

Tenants must obtain our written permission before installing a cat or dog flap. Permission will not be granted where installation would compromise fire safety, security, or Passivhaus energy performance standards. Installing a cat or dog flap without prior permission will be treated as a breach of tenancy. Where unauthorised alterations are made, tenants will be responsible for the cost of replacing the door. Details of how to make a request are available on our websites:

- [For Red Kite tenants](#)
- [For Twenty11 tenants](#)

**6.15 Absence and Welfare**

Pets must not be left alone for extended periods or without suitable care arrangements. If tenants are away, they must ensure their pet is properly cared for, either by boarding or a responsible carer. Pets left in the home must not become neglected, distressed, noisy, or destructive.

**6.16 Emergency Care**

If a tenant is unexpectedly taken into hospital or care, they must make suitable arrangements for their pet's welfare. Where this is not possible, tenants or their representatives should contact the local authority, which has powers under section 47 of the Care Act 2014 to protect property, including pets. Red Kite and Twenty11 are not able to take responsibility for animals in these circumstances.

**6.17 Damage and Liability**

Tenants are liable for any damage caused by their pets, including damage to fixtures, fittings, flooring, gardens, or communal areas.

**6.18 Responsibility for Children's Pets**

Pets kept by children under 16 remain the legal responsibility of their parents or guardians.

**6.19 Breeding and Sale of Animals**

Permission will not be granted to breed animals or sell pets from any Red Kite or Twenty11 home including garages or outbuildings, in line with RSPCA guidance.

## 6.20 **Pet Sitting or Temporary Pets**

Tenants must seek permission if they wish to pet sit or keep a pet in their home for more than one week. Requests can be made via for both Red Kite and Twenty11 tenants: [relationship.coordinator@redkitehousing.org.uk](mailto:relationship.coordinator@redkitehousing.org.uk)

## 6.21 **Tenant Responsibilities**

Tenants keeping pets must:

- house them securely and appropriately (e.g. cage, tank, or garden)
- maintain their health and well-being, including training and regular veterinary care
- prevent overcrowding or hoarding of animals
- ensure cats and dogs are microchipped (a legal requirement since 10 June 2024) and that dogs wear a collar and tag. Evidence will be asked upon signing for the tenancy or when permission is applied for.
- prevent breeding unless authorised, and rehome any offspring within eight weeks unless permission is granted
- avoid keeping dogs outside for extended periods (generally no longer than two hours)
- never tether animals in gardens or around the home
- prevent nuisance such as noise, odours, or risks to others
- seek advice from a vet or accredited welfare organisation where needed

## 6.22 **End of Tenancy**

At the end of the tenancy, the home must meet our Home Return Standard and be free from all evidence of pets. Tenants must repair any pet-related damage and clean the property to remove hair, waste, and odours. If there is any infestation (for example, fleas) or damage caused by pets, tenants must arrange and pay for appropriate treatment and make good any repairs before vacating the property. Where infestation or pet damage is discovered after the tenancy has ended, we will arrange treatment and recharge the full cost to the former tenant.

## 7. **Actions and Enforcement**

7.1 The pet's behaviour is the responsibility of the tenant and leaseholder regardless of the owner. If it causes a nuisance, or the tenant is found to be in breach of their tenancy conditions or this policy, we may take proportionate action, which may include, where lawful and reasonable, requiring the pet to be re-homed.

7.2 We will investigate all complaints made about pets in line with our policies and if the complaint relates to nuisance or anti-social behaviour, we will respond in line with our Anti-Social Behaviour Policy.

7.3 Each case will be dealt with individually depending on the circumstances, and we will liaise with local authorities/other partners where appropriate, including if a pet is deemed dangerous. Where a pet has attacked or endangered a tenant or member of staff, we will immediately report the incident to the police.

- 7.4 Any breach of this policy will lead to appropriate enforcement measures being taken, including legal action.
- 7.5 If we feel that a pet has been mistreated, abandoned or that there are other issues of concern, we will support the relevant authorities to take enforcement action against the tenant in partnership with other agencies e.g. RSPCA, police, or other animal welfare organisation. There may be a case for legal action against the tenant under the Animal Welfare Act 2006. It is an offence to cruelly abandon any animal, either temporarily or permanently, or to cause any unnecessary suffering to any domestic or captive animal.
- 7.6 Where a complaint is made about a pet, we will investigate the complaint and decide the most appropriate way forward in line with the tenancy agreement, this policy, and relevant legislation.
- 7.7 Twenty11 tenants may be given negative Tenancy Sustainment Licence points for tenancy breaches relating to pets.

## **8. Appeals**

- 8.1 When writing to you with a decision we will advise you of the reason for our decision and of your right to appeal. You can appeal our decision for the following reasons:
- You believe that we haven't considered a key piece of evidence already provided.
  - You believe that reasonable adjustments have not been considered in relation to any disability or medical condition.
  - There is additional evidence that you consider to be important in making a decision and you want to send it to us.
- 8.2 We cannot accept an appeal for any other reason – we know you may not be happy with a decision but unless your appeal is for one of the reasons here we will be unable to consider it.
- 8.3 The right to appeal is open to both Red Kite and Twenty11 tenants following the same process outlined below.
- 8.4 To appeal our decision, you should contact us and tell us which reason you are using to appeal and provide us with any supporting information. There is a deadline for this - you will need to contact us within 10 working days of our decision.
- 8.5 We accept an appeal in the following ways:
- Emailing [relationship.co-ordinator@redkitehousing.org.uk](mailto:relationship.co-ordinator@redkitehousing.org.uk) with the title – Request to Appeal Pet Permission Decision; or
  - Telephoning us on 01494 476100 advising us you are appealing a decision. We will ask for you to provide the information above and may need you to send further information in by email or post.
  - In person. You can advise any member of staff that you wish to appeal a decision. We will ask for you to provide the information above and may need you to send further information in by email or post.

- By post to Red Kite Community Housing, Kingsmead Business Park, Hampden Court, Frederick Place, London Road, High Wycombe HP11 1JU – please title your letter *Request to Appeal Pet Permission Decision*.

8.6 The appeal will be heard by a manager who has not been involved in the original decision and our response to your appeal 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 you know and agree a date when you will have a decision.

8.7 As part of dealing with the appeal, we may contact you to ask questions and ensure we have all the right information.

8.8 Once the appeal decision has been made there will be no further appeal.

8.9 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. Advice and guidance can also be sought from the Housing Ombudsman Service (insert contact details here).

## **9. References**

9.1 This Policy takes account of the RSPCA's Guide to Good Practice 2017 for housing providers which can be found at <https://politicalanimal.rspca.org.uk/england/guides>.

## **10. Related Procedures and other Documents**

10.1 The following documents are relevant to this policy:

- Anti-Social Behaviour Policy
- Tenancy Policy
- Red Kite Tenancy Agreements
- Twenty11 Tenancy Agreement
- Pet Permission Process Map
- Equality, Diversity & Inclusion Policy
- Staff Protection Policy
- Pet Permission Request Form

Document Controls			
<b>Version</b>	3	<b>Effective date</b>	March 2026
<b>Subject matter expert drafter</b>	Homes Manager	<b>Policy owner</b>	Head of Community
<b>Related pod</b>	Community Relationships	<b>Related policy</b>	<ul style="list-style-type: none"> <li>• Anti-social Behaviour Policy</li> <li>• Tenancy Policy</li> <li>• Staff Protection Policy</li> </ul>
<b>Review period</b>	3 years	<b>Next review due by</b>	March 2029
			<b>YES</b>
<b>Red Kite Group policy, including Twenty11</b>			<input checked="" type="checkbox"/>
<b>Equality Impact Assessment completed</b>			<input checked="" type="checkbox"/>
Delegated approvals			
<b>Approved by ELT</b>	Sarah North, Director of Customer Services	<b>Approved Date</b>	23 <sup>rd</sup> January 2026
<b>Approved by RRT</b>	Yes	<b>Approved Date</b>	26 <sup>th</sup> January 2026
<b>Approved by OPATS</b>	Yes	<b>Approved Date</b>	4 <sup>th</sup> March 2026