

11 January 2022		ITEM: 9
Housing Overview and Scrutiny Committee		
Animals In Council Properties		
Wards and communities affected: All	Key Decision: N/A	
Report of: Peter Doherty – Operational Strategic Lead		
Accountable Assistant Director: Ewelina Sorbjan, Assistant Director - Housing		
Accountable Director: Ian Wake, Corporate Director of Adults, Housing and Health		
This report is Public		

Executive Summary

This report is being presented to the Housing Overview and Scrutiny Committee to: explain Housing’s current approach to managing animals in council properties and to highlight some potential changes in approach in the future taking account of good practice in the area.

1. Recommendation(s)

The Housing Overview and Scrutiny Committee are asked to note the contents of this report and comment on the following recommendations:

- 1.1 to review the tenancy agreement terms and conditions relating to pets to better reflect good practice and the health and wellbeing benefits of keeping pets.**
- 1.2 to establish a pet policy to provide further guidance to tenants in keeping pets.**

2. Introduction and Background

The Thurrock Council’s tenancy agreement terms and conditions which govern general needs and sheltered housing establish what permissions a tenant requires and the actions they need to take to keep a pet (Clause 4.4). They also set out what action might be taken should they create a nuisance and/or annoyance (Clause 4.3.3 & 4.3.4) (Appendix 1).

Although there is no separate policy document for managing pets there is a section providing guidance in the Tenancy Policy (Appendix 2).

3. Tenancy Terms and Condition – Enforcement

- 3.1 Most tenants abide by their tenancy terms and conditions but there is a small minority who do not.

Permission:

4.4.2. *You must obtain our permission in writing before keeping any animal, bird or reptile at the Property. The grant or refusal of permission is within our discretion and, if granted, may be subject to conditions and may be withdrawn at any time if we consider that the animal, bird or reptile is causing a nuisance, damaging the Property or is being mistreated by you or any member of your household or visitor. We will give reasonable notice to you giving our reasons for withdrawal of permission.*

4.4.3. *Permission will not normally be given to keep a dog (other than a guide dog, hearing dog or other service dog) if the Property is a flat or maisonette without the sole use of, and direct access to, a garden.*

- 3.2 The fact that a tenant has not sought permission for a pet would amount to a breach of the terms and conditions and the council could seek an injunction to have the pet removed.
However, if the pet is not causing a nuisance or annoyance to neighbours, this could be considered unreasonable by the court and attract adverse publicity.

4.3 Anti-Social Behaviour, Nuisance and Annoyance

4.3.3. *You, your household, lodgers, sub-tenants and your visitors must not do anything in the Property or in the locality which causes or may cause a nuisance, annoyance or inconvenience to other persons residing, visiting, working or otherwise engaging in lawful activity in the locality, or to any of our tenants, agents, employees or contractors.*

4.3.4. *Examples of things which cause nuisance, annoyance and inconvenience include, but are not limited to, the following:*

- *Allowing dogs to bark and foul in the Property or the communal areas.*

- 3.3 That all said the quickest way to resolve a problem relating to a pet may not necessarily be through legal means. By way of example, the Thurrock Council Tenancy Policy Section 2, 14 Looking after the community - Keeping pets in Council properties guidance, enabled officers to work with the RSPCA to remove a monkey from a property where permission had not been sought (Appendix 3 case Study 1) but where its welfare was at risk.
- 3.4 In cases where the pet is causing a nuisance or annoyance, in order for the council to take legal action it must have actual evidence of a nuisance/annoyance – a neighbour complaining that a dog is constantly barking may be sufficient but ideally it would be corroborated, for example, by

a council officer or by another neighbour or by sound recordings. However, unless there has been a serious breach, for example, constant barking, mistreatment or a dog attacking a member of staff, the courts would expect the council to try and resolve matters by exhausting all non-legal means ahead of taking any formal legal action.

4. Good Practice

4.1 Recent studies have shown that there are many benefits to owning and caring for a pet and the service works with tenants to support them in taking these steps through the permission process. For example, pets can increase opportunities to exercise, go outdoors and socialise. Regular walking or playing with pets can decrease blood pressure, cholesterol levels and triglyceride levels. Pets can help manage loneliness and depression by giving companionship.

4.2 These positive impacts have been increasingly noted by government particularly following Lockdown. For example, paragraph 117 in chapter 6 (good quality home and neighbourhood to live in) of the social housing white paper under "Supporting Mental and Physical Health" references the following in relation to pets. *"We recognise that domestic pets also bring joy, happiness and comfort to people's lives, helping their owners through difficult times and improving their mental and physical wellbeing. We know many social landlords normally give permission for tenants to keep pets depending on the location, provided they are well looked after and do not adversely affect the lives of neighbours and those living nearby. We encourage all social landlords to adopt similar policies."*

4.3 This view is further enhanced under the updated model tenancy agreement for the private sector dated January 2021, *"landlords will no longer be able to issue blanket bans on pets. Instead, consent for pets will be the default position, and landlords will have to object in writing within 28 days of a written pet request from a tenant and provide a good reason."*

4.4 In view of the above it is recommended that the council reviews its standard tenancy terms and conditions relating to pets and produces a stand-alone pet policy to reflect these changes.

5. Consultation (including Overview and Scrutiny, if applicable)

5.1 Any amendments to the tenancy agreement would require extensive engagement with all housing departments and tenants.

6. Background papers used in preparing the report (including their location on the Council's website or identification whether any are exempt or protected by copyright):

Not applicable

7. Implications

7.1. Financial Implications

Implications verified by: **Hannah Katakwe**
Housing Accountant

Any financial cost arising will be contained within the existing HRA budget allocation.

7.2. Legal

Implications verified by: **Gina Clarke**
Corporate Governance Lawyer & Deputy
Monitoring Officer

The recommendations set out in the report would require the Council to vary the terms and conditions of secure tenancy agreements, which can be varied in certain ways. The terms may be unilaterally varied by the Council as landlord in accordance with the provisions of Section 103 of the Housing Act 1985 by serving a notice of variation on tenants. Before serving a notice of variation on tenants the Council must serve a preliminary notice:

- Informing each tenant of its intention to serve a notice of variation.
- Specifying the proposed variation and its effect.
- Inviting tenants to comment on the proposed variation within such time, specified in the notice, as the Council considers reasonable. The Council must consider any comments made by tenants within the specified time.
- A variation notice must be accompanied by any information that the landlord considers necessary to inform the tenant of the nature and effect of the variation. The requirement that the notice of variation must specify a date on which it is to take effect is mandatory and cannot be waived by tenants.

Similarly, the Council's duties in relation to the consultation of tenants on matters of housing management, are set out in Section 105 of the Housing Act 1985. A matter is one of housing management amongst other things includes if, in the opinion of the Council, it relates to the management, of a property let on a secure tenancy. Consultation would need to take place on the proposals and the views of tenants taken into account when Cabinet consider whether to agree the recommendations set out in the report.

7.3. Diversity and Equality

Implications verified by: **Roxanne Scanlon**

Community Engagement and Project Monitoring Officer

Section 3 of the report highlights the council's tenancy terms and conditions relating to permissions – Para 4.4.3 reads:

Permission will not normally be given to keep a dog (other than a guide dog, hearing dog or other service dog) if the Property is a flat or maisonette without the sole use of, and direct access to, a garden.

When the Council next revises its tenancy terms and conditions consideration will be given to permitting 'assistance dogs' or other service animals under the Disability Discrimination Act 1995. This is to ensure no individual with protected characteristics e.g. Disability as defined by the Equality Act 2010, suffers a negative impact through the tenancy terms and conditions relating to pets.

Section 4 of the report highlights good practice and the positive impact that pet ownership can have on one's mental health and wellbeing.

7.4. Other implications (where significant) – i.e. Staff, Health Inequalities, Sustainability, Crime and Disorder or Impact on Looked After Children

Not applicable

8. Appendices to the report

- Appendix 1 - Thurrock Council Tenancy Agreement – January 2014 v2
- Appendix 2 - Thurrock Council Tenancy Policy
- Appendix 3 - Case Study

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Housing

Appendix 1

Thurrock Council Tenancy Agreement – January 2014 v2

4.3 Anti-Social Behaviour, Nuisance and Annoyance

4.3.3. You, your household, lodgers, sub-tenants and your visitors must not do anything in the Property or in the locality which causes or may cause a nuisance, annoyance or inconvenience to other persons residing, visiting, working or otherwise engaging in lawful activity in the locality, or to any of our tenants, agents, employees or contractors.

4.3.4. Examples of things which cause nuisance, annoyance and inconvenience include, but are not limited to, the following:

- Violence (actual or threatened) or other threatening or abusive behaviour including harassment, intimidation or bullying, domestic abuse or violence, forced marriage and honour based abuse.
- Hate- related incidents (i.e. those based on race, sexual orientation, gender disability, religion or age).
- Drug or alcohol abuse (including being drunk so as to cause a nuisance) or drug dealing, production, cultivation or storage (by 'drugs' we mean substances which are controlled under the Misuse of Drugs Act 1971 or any other legislation).
- Other criminal activity in the Property or the locality.
- Creating noise in the Property or the locality at a level which is intrusive or annoying to others, for example by playing loud music, having the television on at a loud volume, singing loudly, arguing and shouting, swearing, slamming doors, doing DIY at unsociable times or for prolonged periods.
- Becoming a member of a gang. By 'gang' we mean the definition applied by the Metropolitan Police Authority as amended from time to time which is "a group of individuals involved in persistent criminality from some form of personal gain (this includes profit and/or to gain or demonstrate status) which is causing significant harm to the community and/or is of cross border concern".
- Vandalism, graffiti or damaging property.
- Displaying offensive notices or advertisements.
- Dumping rubbish or discarding litter in the communal areas, or throwing things out of windows or over balconies.
- Allowing dogs to bark and foul in the Property or the communal areas.
- Failing to properly control your children, for example by allowing them to throw stones or play ball games in undesignated areas
- Breaking communal security (for example by providing keys to non-residents or allowing strangers into the communal areas.
- Making false or malicious complaints to us about neighbours
- Abusing, assaulting, threatening, harassing or obstructing our employees, contractors, agents or Council members in person, by telephone, in writing or in any other way while they are carrying out their job, whether at the Property or elsewhere (e.g. our offices).

4.4. PETS

4.4.1. If your tenancy commenced before 6th January 2014, clauses **4.4.2.** and **4.4.3.** do not apply to you and any pets kept in your property as of 6th January 2014. For the avoidance of doubt, the clauses in this section will apply to all tenants who wish to acquire new pets after 6th January 2014.

4.4.2. You must obtain our permission in writing before keeping any animal, bird or reptile at the Property. The grant or refusal of permission is within our discretion and, if granted, may be subject to conditions and may be withdrawn at any time if we consider that the animal, bird or reptile is causing a nuisance, damaging the Property or is being mistreated by you or any member of your household or visitor. We will give reasonable notice to you giving our reasons for withdrawal of permission.

4.4.3. Permission will not normally be given to keep a dog (other than a guide dog, hearing dog or other service dog) if the Property is a flat or maisonette without the sole use of, and direct access to, a garden.

4.4.4. Any dog kept in the Property must be micro chipped regardless of when the dog was acquired.

4.4.5. We will not give permission to keep breeds of dogs which are prohibited under the Dangerous Dogs Act or any subsequent legislation.

4.4.6. Dogs must be kept on a lead in communal areas

Appendix 2

Thurrock Council Tenancy Policy Section 2, 14 Looking after the community

Keeping pets in Council properties

Tenants are normally allowed to keep pets in their Council home, as long as they are well cared for and responsibly kept. The home must be suitable for their needs.

If the tenant fails to adhere to this policy, in accordance with the Tenancy Agreement, or they do not keep the animals in a responsible manner, the relevant tenancy will be terminated due to non-compliance.

Guide dogs and other support dogs will always be allowed.

Permission

Tenants must ask for written permission from the Council if they wish to obtain a pet, indicating the number and breed of animal they would like. The Council will need to know about how many pets tenants have in case there is an emergency, such as a fire or a flood. In addition, this information is important for the general management of the tenancy and estates.

The Council will not refuse permission unless there is a good reason and any reason will be explained clearly to the tenant.

How pets should be kept

Some properties are not suitable for keeping certain types of animals. Tenants should keep dogs or any other animal, except cats, which need outdoor exercise on a lead at all times when they are in a public area on Council land.

Tenants should keep rabbits and guinea pigs in gardens, so a property without a private garden may not be suitable.

If the property is suitable, tenants may keep most domestic animals including cats, dogs, rabbits, rodents, fish, caged birds such as budgies and parrots, and reptiles such as lizards. Pets should be kept securely where they cannot escape, and should have enough room for exercise.

All dogs and cats should be micro chipped and the relevant evidence must be presented to the council with an application to obtain a pet.

Existing tenants must also arrange for their pets to be micro chipped and can liaise with the Council for further information regarding local schemes which may be running.

Pets not allowed

Any animals prohibited by Section 1 of the Dangerous Dogs Act 1991 must not be kept. Any prohibited animals found, will need to be re-homed immediately, tenants failing to take immediate action will also be at risk of prosecution.

There are four breeds of dangerous dogs which are illegal – pit bull terriers, Japanese Tosas, the Dogo Argentinos and the Fila Brasileiros. Cross breeds of these dogs are also illegal. Dogs of other breeds, such as Rottweiler's, which have ever attacked a person in public are deemed dangerous dogs and are also illegal.

If a tenant's dog has attacked someone, the dog must be put down without delay. Similarly, if a dog attacks another dog in a public area, the dog must be re-housed immediately since the Council would deem this as a dangerous dog.

Tenants must not keep any wild or dangerous animals such as big cats, wolves, poisonous snakes and spiders etc. Other animals which must not be kept in tenant's property or communal areas include livestock, horses and poultry.

Barking dogs

The Council receives a large number of complaints regarding barking dogs. Barking comes naturally to dogs, but constant barking or whining of a dog can be disturbing or annoying for those around them.

By law, a barking dog can be a noise nuisance; therefore the Council will always try to work with the tenants in reducing the noise problem. The main reasons dogs bark are due to loneliness, boredom, attention seeking and defending their territory.

Simple measures to assist with this problem are

- Training the dog sufficiently
- Regular routine, including regular walks
- Leaving the radio on whilst the house is empty
- Not leaving the dog alone for long periods of time

Number of pets

Tenants should not keep more than two cats, dogs or rabbits. They may keep more small animals such as gerbils, mice, guinea pigs, fish, birds and reptiles as long as they are kept in tanks/ cages which are big enough for them and have enough room for exercise. In addition, they must also not cause a statutory or environmental noise nuisance.

Breeding animals

Tenants must not breed animals within their Council property. Council properties are unsuitable for commercial breeding. All pets should be neutered to help reduce the number of unwanted animals. Small pets such as guinea pigs and gerbils can breed very quickly, so it is important to have them neutered as soon as they are purchased, or only keep pairs of the same sex.

Tenants responsibilities when keeping a pet

- Seek written permission from the council
- Adequately feed and provide clean fresh water to the pets
- Keep the pets safe and warm enough at all times
- Take pets to the vets whenever they are ill, or need any other attention, e.g. for fleas
- Give pets enough exercise, and keep dogs on leads when walking them in public
- Ensure pets are adequately groomed within private areas of the tenant's property. For example brushing dog hairs to minimise them falling within communal areas
- Ensure appropriate arrangements are in place if they are away from their home, and have a nominated person to care for the animal in the case of an emergency
- Make sure all pets in tanks or cages have enough room and are not overcrowded
- Ensure pets are chipped and neutered in line with the policy
- Clean any mess that dogs/ cats make in public or private areas, any fouling must be cleared immediately
- Keep pets under control at all times
- Take into account the pets individual needs. For example very timid animals may need to be kept away from other animals or from children

Tenants must not

- Allow pets to roam or stray, (except cats)
- Allow pets to annoy or frighten anybody else
- Allow pets to cause nuisance to anybody else, e.g. by making too much noise
- Allow pets to damage anybody's property, including their own council property
- Neglect or mistreat pets in any way.

Cruelty to animals is a criminal offence.

Tenants unable to afford/ care for their pets

Organisations which can assist in giving discount for tenants who are on benefits or providing pet care include the RSPCA and the PDSA. The tenant should contact them for further advice.

The tenant is responsible for finding the pet a new home if they can no longer care for them or if they have been asked to have them re-housed or removed by the Council.

Problems with other people's pets

If a tenant reports an illegal dog to the Council, the Council will always investigate the allegation to ensure the safety of all residents.

If a tenant reports their neighbour's dog is causing a nuisance, they should try and discuss this with their neighbour to resolve the matter. If the matter persists, they should contact the Council.

Alternatively if a tenant is aware of a neighbour neglecting their animal, they should report the concern to the RSPCA or the police.

The Environmental Protection Team can take enforcement action against tenants who are responsible for 'any animal kept in such a place or manner as to be prejudicial to health or a nuisance' (Environmental Protection Act 1990 Section 79(1)(f)).

Noise

Noise is inevitable in any type of property within reason. Tenants must be responsible about the level of noise coming from their property and be considerate to the needs of their neighbours. For example the consistency of noise, level of noise and time of the noise must be taken into account by each tenant and every effort must be made to avoid excessively loud noise at any time of the day and night.

In return tenants must also be tolerant of noise and accept that it is a part of everyday life and cannot be avoided. This can be a particular issue in flats and high rise blocks. For example children will make noise and will be allowed to play in safe open spaces as they are entitled to enjoy their home environment as much as everyone else and should not be confined to their homes. However, they should always be sufficiently supervised to ensure safety.

Appendix 3

Case Study 1

Following a concern that was raised to the attention of the Tenancy Management Service, the Tenancy Management Officer completed a property audit and noted the resident had a very small, baby marmoset monkey in a cage. Seeing how distressed the baby monkey appeared and worried for its welfare, the officer raised her concerns with the RSPCA who attended and agreed that it was in the best interests of the animal for it to be moved.

The Monkey was removed the same day and taken to Monkey World where he was introduced to adoptive parents.

In this instance, and even though the owner had not sought permission to have a monkey, meaning we were unable to assess the monkey's suitability to the property, we would still have had to prove the monkey was creating a nuisance before we could have taken legal action. Nevertheless, we were able to raise our concerns with a third party agency that was able to take appropriate and timely action.