

Pet Policy



Policy:	Pet Policy
Purpose:	To provide tenants with clear guidance on pet ownership, including how to seek permission to keep a pet in one of our properties, and the grounds on which permission may be refused or revoked. The policy also provides information on what type of animals can be kept as pets and information relating to acceptable behaviour and nuisance.
Implementation date:	New Policy – December 2025
Review Date:	New
Next review date:	December 2028
Guidance:	Legislative requirements
Regulatory Standards:	<p>Standard 1: The governing body leads and directs the RSL to achieve good outcomes for its tenants and other service users.</p> <p>Standard 2: The RSL is open about and accountable for what it does. It understands and takes account of the needs and priorities of its tenants, service users and stakeholders. And its primary focus is the sustainable achievement of these priorities.</p> <p>Standard 4: The governing body bases its decisions on good quality information and advice and identifies and mitigates risks to the organisation’s purpose.</p> <p>Standard 6: The governing body and senior officers have the skills and knowledge they need to be effective.</p>
Other Relevant Policies	<p>Anti-Social Behaviour Policy</p> <p>Allocations Policy</p> <p>Estate Management Policy</p> <p>Equality & Diversity Policy</p> <p>Scottish Secure Tenancy Agreement</p>
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LIST OF APPENDICES

- Appendix 1. Guidelines for keeping animals**
- Appendix 2. Application form**

1. INTRODUCTION

- 1.1 DPHA appreciates that keeping a pet can offer significant benefits to our tenants. It is our intention to enable our tenants to benefit from the positive aspects of pet ownership while ensuring that consideration has been given to the commitment required.
- 1.2 DPHA will work with tenants, taking into consideration of tenants diverse needs and ensuring equal respect and fairness. Pet ownership may be especially beneficial to certain groups. We will take all reasonable steps to work with our tenants with the intention to help overcome any barriers to pet ownership.
- 1.3 There is the acknowledgement that irresponsible ownership can lead to nuisance and impact the quality of life of other tenants and impact on the local environment. Nuisance arising from irresponsible pet ownership will not be tolerated. DPHA will attempt to work with tenants with the intention of understanding the reasons why such circumstances have arisen and offer, where appropriate, reasonable support to rectify the situation.
- 1.4 Tenants must contact DPHA for permission to own a pet as part of the conditions of their tenancy agreement.

2. AIMS OF THE POLICY

- 2.1 To provide a consistent approach to pet ownership and a balance that ensures pet ownership does not infringe on the rights of other tenants to the peaceful enjoyment of their home.
- 2.2 To provide tenants with clear guidance on pet ownership, including how to seek permission and the grounds on which permission may be refused or revoked, information on what type of animals can be kept as pets and information relating to acceptable behaviour and nuisance. DPHA reserves the right to limit the number of pets per household.

3. LEGAL & REGULATORY REQUIREMENTS

- 3.1 The following relevant legislation has been taken into consideration in the development of this Policy:
 - The Dangerous Dogs (Designated Types) Scotland Order 2024
 - The Dangerous Wild Animals Act 1976
 - The Dangerous Dogs Act 1991
 - The Litter (Animal Droppings) order 1991
 - The Control of Dogs Order 1992

- The Dangerous Dogs (Amendment) Act 1997
 - Clean Neighbourhood and Environment Act 2005
 - The Animal Health and Welfare (Scotland) Act 2006
 - The Microchipping of Dogs (Scotland) Regulations 2016
 - The Equality Act 2010
- The Equality Act 2010 – it is a legal requirement of this act that the Association cannot discriminate against a disabled person, and this includes discrimination against a person with an ‘assistance dog’. Examples of assistance dogs can be: guide dogs and hearing dogs for people with sensory loss; dogs to support people with disabilities; and they must be allowed under the terms of this act.
 - The Animal Health and Welfare (Scotland) Act 2006 – came into force in 2006 and introduced the concept of a ‘duty of care’, which means that people are legally obliged to ensure the welfare of the animals in their care. Although any pet would not be in the direct care of the Association itself, this act will inform the Pet Policy conditions it lays down for tenants owning a pet, and the circumstances under which permission may be withdrawn, or further action taken.
 - The Dangerous Dogs (Designated Types) (Scotland) Order 2024 - designates the XL Bully dog type for the purposes of section 1 of the Dangerous Dogs Act 1991. This means that owners of XL Bully dogs must ensure their dogs are muzzled and, on a lead, when in public places. Additionally, selling, gifting, or exchanging XL Bully dogs will be prohibited.
 - The Dangerous Dogs Act 1991 – makes it an offence to keep specific breeds of dogs and must be taken into account when granting permission to a tenant to keep a dog. Permission will not be granted to keep a dog that is prohibited by this Act or any similar legislation.
 - The Dangerous Wild Animals Act 1976 - aims to ensure that where private 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 to the Act. Permission will not be granted for any pets that require a license under this Act.
 - Microchipping of Dogs (Scotland) Regulations 2016 – under this regulation all dogs over the age of 8 weeks must be microchipped.

4. XL BULLY DOGS

- 4.1 The Scottish Government introduced new safeguarding regulations regarding XL Bully dogs in February 2024. These regulations are intended to ensure public safety and make it an offence to:
- have an XL Bully dog in public without a lead & muzzle
 - breed from an XL Bully dog
 - rehome, buy or sell or transfer ownership of an XL Bully dog

- abandon an XL Bully dog or let it stray
- give away an XL Bully dog

The penalties for anyone convicted of these offences are up to 6 months imprisonment and / or fine of up to £5,000

- 4.2 DPHA tenants are required to have permission to keep pets. As it is an offence to rehome or transfer ownership of an XL Bully dog any request to bring a new XL Bully dog into their household will be automatically declined.
- 4.3 DPHA must consider the broader interests and welfare of our workforce, contractors, residents and the wider community. As such, retrospective permission to keep an XL Bully will only be granted under the following conditions:
- Have a valid exemption certificate
 - Details of the dogs microchip must be provided
 - Evidence of when the dog was acquired (receipts, confirmation from vet)
 - Evidence of adequate public liabilities insurance cover
 - Requirement for XL Bully to be on a lead and muzzled within the home when DPHA staff or Contractors have to attend the property.
- 4.4 Where the breed of dog is not clear, permission will not be given until the tenant is able to produce a certificate from a vet or other registered body to confirm the breed of dog and that it is not a banned breed or if identified as an XL Bully, the dog complies with current Scottish legislation on the ownership of such a breed.
- 4.5 Any tenant who has not declared they have an XL Bully and is keeping one within DPHA property without permission will be referred to Police Scotland to explore the situation under the Dangerous Dogs (Designated Types) Scotland order 2024.

5 APPLICATION PROCESS

- 5.1 Applications must be made in the first instance through a discussion with the Customer Services Assistant, Senior Customer Services Officer or relevant Housing Officer. They will discuss with the tenants the guidance laid out in Appendix 1. Form 1 will then be sent to the tenant to complete (Appendix 2)
- 5.2 Completed application forms will be assessed by the relevant Housing Officer who will consider the request based on the information provided, considering the potential impact on neighbours and the local community. All circumstances are unique and we will show consideration of an individual's circumstances when assessing applications. A decision will be given in writing within 28 days of receipt of Form 1.
- 5.3 An aspect of the assessment and determination to decide if permission for a pet is to be approved, will require the Housing Officer to carry out a house visit to the property, and for this to take place before any permission is granted.

This will ensure that the house is suitable for accommodating a pet and that this is a safe and appropriate environment for that type of pet.

This should safeguard the property from any destruction to the fabric of the property and will also ensure that animal welfare considerations have been taken place giving consideration to the appropriateness of the environment for pet accommodation purposes.

- 5.4 Tenants have the right to appeal a rejected request as well as the right to make a new application once any rejection criteria have been met.

6 POLICY REQUIREMENTS

- 6.1 DPHA is committed to promoting responsible pet ownership and tenants are reminded they are legally responsible for the health and welfare of any pets. We acknowledge that tenants have the right to ask to keep a pet and we will not unreasonably refuse the request under the Housing (Scotland) Act.

- 6.2 Tenants must make suitable provision for a pet should they become unable to care of it, either on a temporary or permanent basis. If this has not been arranged DPHA staff will contact appropriate authorities to arrange for the care of the pet and the tenant will be liable for any charges arising from this.

- 6.3 In the event of tenants being decanted from their property, for example during repairs, and are unable to take their pet(s) with them, DPHA will support them in sourcing temporary accommodation for their animals.

- 6.4 If pets are found to have been left behind when a tenancy has ended, DPHA staff will contact appropriate authorities to arrange for their safe removal and care and any associated costs will be recharged to the outgoing tenant.

- 6.5 If it has been found that a tenant has neglected a pet's welfare, or mistreated or caused unnecessary suffering to a pet then DPHA will notify the appropriate authorities. When this is brought to the attention of the Association by a third part, then they will also be advised to report this issue to the appropriate authorities. In such cases, permission to keep a pet in DPHA property will be withdrawn.

7 CONDITIONS OF PERMISSION

- 7.1 Tenants are responsible for the behaviour of any pets owned by themselves or by anyone living with them or visiting them. They must ensure that pets are supervised, kept under control and do not cause a nuisance or annoyance to neighbours, visitors, DPHA staff or our contractors. This includes fouling along with noise and odours from pets. Dogs must always be on a short lead within any shared areas including the close and back garden and are not permitted out with a tenants property unaccompanied.

- 7.2 Pets should be secured in another room or caged where works or visits from DPHA

staff are taking place within the home. Failure to comply with this will result in permission for a pet being revoked.

- 7.3 Tenants must ensure that their pets do not cause damage or deterioration to their own, their neighbours', or any other Association owned property, any common areas including gardens and back courts. This includes damage caused by pet fouling. Persistent reports of fouling will be dealt with under DPHA's anti-social behaviour policy.
- 7.3 Written permission is not required for assistance dogs; however, tenants are still responsible for their animal's behaviour and welfare. Owners of assistance dogs should advise DPHA that they have a dog within the home and comply with the conditions specified in section 7.
- 7.4 Guidelines in relation to the keeping of specific pets is included at Appendix 1.

8 REFUSAL REASONS

- 7.1 Permission will not be granted in the following circumstances:
- A dog that is prohibited under the Dangerous Dogs Act 1991 or any similar legislation.
 - Any XL Bully dogs not meeting government legislation, meaning the tenant must have owned the dog prior to February 2024 as per the Dangerous Dogs (Designated Types) Scotland Order 2024
 - Any pets that require a license under the Dangerous Wild Animal Act 1976
 - Any breed of fighting or dangerous dog or any illegal breed of animal
 - To breed or sell an animal from DPHA property
 - Any type of farm animal (including ducks and chickens)
 - Any type of Bird of Prey
 - Any type of primate including all species of monkey
 - Any fish tanks with a volume with a volume of 150 litres or more as this exceeds the load-bearing capacity of our properties.
 - Permission will not be granted to keep a pet where DPHA receives advice that environment it is to be kept in is unsuitable or there has been a previous history of neglect or failure to control an animal.

- Where there are already several pets within the home and a further animals would affect their welfare.
- Where there are already pets in the property causing a nuisance to neighbours or damage to the property.

9 ROLES & RESPONSIBILITIES

9.1 The below chart illustrates the roles and responsibilities of all staff in delivering this policy.

Area of responsibility	Staff Responsible	Escalating to
Providing advice and outlining guidance prior to issuing application form	Customer Services Assistants	Housing Officer
Assessing & Issuing response to Form 1 (appendix 2)	Housing Officer	Senior Housing Officer
Appeals Process	Senior Housing Officer	n/a
Administration of permission forms and adding information to Homemaster	Customer Services Assistants	Senior Customer Services Officer

9.2 We will respond to requests for keeping a pet within 30 days upon 30 days of receipt of the request.

10 COMPLAINTS

10.1 Although we are committed to providing high levels of service, we accept that there may be occasions where you may not be satisfied with the service you have received from us. We value all complaints and use this information to help us improve our services. Our Complaints Policy describes our complaints procedure and how to make a complaint.

10.2 If a tenant remains unsatisfied in our management of their application to keep a pet, tenants will be provided with information on our complaints procedures. If they are

not satisfied with the organisation's response details on how to escalate the complaint to the Scottish Public Services Ombudsman will be provided

- 10.3 All complaints are reviewed to assess what went wrong, and as a result make changes where needed to policies, procedures, and staff behaviour to ensure they continually improve their performance.

11. DATA PROTECTION

We will treat personal data in line with our obligations under the current data protection regulations and our Data Protection Policy. Information regarding how data will be used and the basis for processing data is provided in our Customer Fair Processing Notice.

12. EQUALITY, DIVERSITY & INCLUSION

To ensure that our Governing Body Review, Recruitment and Success Planning Policy and practices are fair, inclusive, promote an environment of respect and understanding, and do not unlawfully discriminate against people with a protected characteristic, we have carried out an Equality Impact Assessment (EIA) in line with our Equality, Diversity & Inclusion Policy. A copy of the EIA can be made available upon request.

13. POLICY REVIEW

This Policy will be reviewed by the Board every 3-years or earlier if required.

APPENDIX 1 – PET OWNERSHIP GUIDELINES

KEEPING DOGS	<ul style="list-style-type: none"> - Permission to keep dogs will be limited to no more than two dogs per household. Or one dog in studio accommodation - You must have your dog permanently identified by microchip and ID collar. We will require details of the microchip - You must clear up any fouling in common areas and public spaces - All dogs must be kept on a lead and under control in all internal & external shared areas.
KEEPING CATS	<ul style="list-style-type: none"> - Permission to keep cats will usually be limited to two cats per household. - You must have your cat permanently identified by microchip and be neutered - You must clear up any fouling including communal areas and public spaces - You must seek permission to fit a cat flap. Cat flaps cannot be fitted to UPVC doors.
KEEPING BIRDS	<ul style="list-style-type: none"> - You can keep caged birds in your home, however it is illegal to keep a bird in a cage where it is unable to fully stretch it's wings. - You must keep your home free from bird droppings. - You cannot keep birds outside
KEEPING SMALL MAMMALS	<ul style="list-style-type: none"> - You can keep small animals which are housed in a suitably sized cage or tank within the home and do not need to be allowed outside. - Hutches & Runs will not be allowed in shared gardens - You must limit small animals to manageable numbers
KEEPING EXOTIC PETS	<ul style="list-style-type: none"> - Request to keep exotic pets such as snakes, lizards or spiders will be refused if the pet requires a license under the Dangerous Wild Animals Act 1976 - Where a tenant holds the necessary license permission will be refused if the pet should pose a safety risk to neighbours should it escape. - Exotic pets must be kept in environments suitable for the species
FISH TANKS	<ul style="list-style-type: none"> - Permission will not be granted for any tank with a volume of 150 litres or more.
KEEPING ANIMALS OUTSIDE	<ul style="list-style-type: none"> - Permission will not be granted to keep any farmyard animal including ducks and chickens. - Permission will not be given to keep an animal outside in any shared gardens / back courts.

APPENDIX 2 – APPLICATION FORM

REQUEST FOR PERMISSION TO KEEP A PET

Name _____

Address _____

Telephone No. _____

Email Address _____

Type of Pet		
Please specify Breed (dogs only)		
Microchip Details (for dogs & cats)		
Age of Animal		

I hereby request permission to keep the above pet(s). I agree to adhere to any conditions attached to my keeping this pet.

Signature _____

Date _____

Note: If you are applying to keep a dog you must sign and return the 'responsible dog owners agreement' before permission will be granted.

Responsible Dog Owner Agreement

This agreement must be read in conjunction with the tenancy agreement. Any breach of this agreement will be considered a breach of the tenancy agreement.

In order to obtain written permission to keep a dog(s) you must sign this agreement and return it to DPHA. You will be sent a copy for reference.

1. Conditions attached to permission to keep a dog(s):

You must:

- Keep your dog(s) under control at all times, including within the close and common gardens/back courts
 - Clear up your dog's faeces and dispose of it hygienically
 - Listen to any complaints or concerns other residents may have and take appropriate action to help resolve any problems
2. You must not allow your dog(s) to:
 - Foul communal areas or closes
 - Injure or frighten anyone into thinking they might be injured
 - Be dangerously out of control
 - Roam freely out with the confines of your own property
 - Bark so that it causes, or is likely to cause nuisance or annoyance to others
 3. DPHA reserves the right to refuse permission if the dog(s) is believed to be a breed as defined under the Dangerous Dogs Act (1991).
 4. DPHA reserves the right to withdraw permission if the dog(s) displays aggressive tendencies towards any other residents in the area, our staff or any of our representatives.
 5. DPHA reserves the right to withdraw permission if any of the above terms are breached.
 6. You must agree to accept full liability for the actions of the dog(s).
 7. Permission is granted to the dog(s) referred to in your application. It does not transfer to any future dogs.
 8. You must agree to remove the dog(s) from the property within 14 days if permission is withdrawn by the Association.

I confirm that I have read the above terms and conditions and I fully understand and accept them.

Name: _____

Address: _____

Signed: _____

Date: _____