

1. We recognise the positive impact that keeping pets can have on our residents' physical and mental wellbeing. We also understand that irresponsible pet ownership can have a negative impact on our residents.
2. This policy sets out our approach to handling requests from our residents to keep pets in their properties. The policy also sets out our approach when we are notified of any breaches of tenancy relating to pets.
3. This policy applies to all residents of properties owned or managed by Guinness.

The Guinness Policy

4. Our policy is that we will:
 - Promote responsible pet ownership and ensure that all residents are made aware of their responsibilities when keeping a pet.
 - Require residents who keep, or wish to keep, a dog(s) to sign a Responsible Dog Ownership Agreement which specifically sets out residents' responsibilities as they apply to dogs.
 - Require residents to obtain written permission (if it requires this in their tenancy or lease agreement) before keeping any pet in their property, except for a reasonable number of small animals (such as rabbits, hamsters, gerbils, birds or fish) kept in a tank or cage.
 - Consider requests to keep pets, unless the lease or tenancy agreement contains specific clauses that prohibit them.
 - Permit, on request, unless there are grounds for refusal, up to two dogs or two cats or one dog and one cat to be kept in properties that have direct access to a private garden or access directly onto the street (i.e. not exiting via a communal area).
 - Ensure that we meet our responsibilities under the Equality Act 2010 and permit assistance animals in our homes. We will consider applications for a reasonable adjustment if residents wish to have an emotional support animal (ESA).
 - Require residents to submit a request for permission if they wish to make changes to the property to accommodate the pet.
 - Require all dogs and cats to be microchipped and dogs to wear collars with the owner's contact details attached.
 - Not permit the breeding of animals in our properties.
 - Not grant permission for any animals listed under the Dangerous Wild Animals Act 1976, any dogs listed under the Dangerous Dogs Act 1991, any livestock (including cockerels but excluding chickens), or hybrid/wild animals.
 - Take enforcement action, which may include legal action, where appropriate, for breach of a resident's tenancy or lease agreement if the resident fails to meet the standards of a responsible pet owner.
 - Investigate reports of anti-social behaviour (ASB) involving pets, and work in partnership with the police and local authority Environmental Health departments in taking legal action against tenants and leaseholders where it is appropriate.
 - Investigate any reports of an animal being neglected or mistreated in our properties. Work in partnership with other agencies such as the RSPCA to take any appropriate enforcement action against tenants who mistreat animals.

Background

5. This policy supports the delivery of our strategic objectives to:
- Improve resident satisfaction by making things simpler and easier for residents and showing respect in all we do
 - Help residents to sustain their tenancies and address anti-social behaviour fast and be more proactive in prevention and response
 - Ensure we meet all our legal and regulatory responsibilities.

Further detail

Permission requests

6. Residents must request written permission to keep any pet in their property if this is required in their tenancy agreement or lease.
7. In cases where a Superior Landlord exists above Guinness in the ownership hierarchy, Guinness may not be responsible for permission requests for pets or adaptations to a home. In these cases, we may refer requests to a managing agent or the Superior Landlord.
8. We do not require permission to be sought for a reasonable number (two to four small animals, or one fish tank of 50 gallons/190 litres or less) of small animals kept in cages or tanks. This includes fish, small animals such as gerbils and hamsters, rabbits and small reptiles.
9. We will respond to requests for permission to keep pets within 10 working days and we will confirm and explain our decision in writing.

Permission for dogs and cats

10. Up to two dogs, two cats or one dog and one cat will be permitted on request in any property that has a separate, private garden space and a separate entrance door, unless any of the grounds listed under paragraphs 23 and 24 apply.

Assistance animals

11. Trained assistance animals, such as guide dogs or dogs trained to assist the deaf, will be permitted in all circumstances in homes owned by Guinness. We ask that residents inform us if they have, or intend to get, an assistance animal.

Emotional support animals

12. Where a dog or cat is not permitted as the property does not have a separate garden or entrance, but the resident advises that the animal is an emotional support or therapy animal, we will consider their request as a reasonable adjustment under the Equality Act 2010.
13. To be considered as a reasonable adjustment, the resident will need to provide evidence that they have a disability as specified by the Equality Act 2010, and they will need to evidence how the animal will support them with their disability.
14. We will consider applications that are supported by evidence from a medical professional, such as a GP, or Mental Health professional. The evidence must clearly state the purpose and benefit of the animal.
15. We may refuse applications if any of the grounds listed under paragraphs 23 and 24 apply.
16. In cases where a Superior Landlord exists above Guinness in the ownership hierarchy, Guinness may not be responsible for permission requests for a reasonable adjustment. In these cases, we may refer requests to a managing agent or the Superior Landlord.

Excluded animals

17. We will not grant permission to keep any of the following:

- Animals listed under the Dangerous Wild Animals Act (1976). This includes large mammals, carnivores, larger or venomous reptiles or snakes, dangerous spiders, and scorpions. This also includes some hybrid pets such as Wolfdogs, Savannah cats and Bengal cats.
- Any Primate requiring a license under Animal Welfare (Primate Licenses) (England) Regulations 2024.
- Any animals protected under Schedules 4 and 5 of the Wildlife and Countryside Act 1981 (this includes birds of prey).
- Dogs listed under the Dangerous Dogs Act 1991 (i.e. XL Bully type dogs, Pit Bull terrier, Japanese Tosa, Dogo Argentino or Fila Brasileiro) unless the resident has an exemption certificate.
- Livestock or farm animals (including cockerels, horses and cattle), but excluding chickens.

Other animals

18. We will not grant permission for chickens, unless the property is suitable to meet all the welfare needs of the animals and the risk of any nuisance or annoyance to other residents is minimal.
19. Permission for any pet not listed in this policy will be considered based on the suitability of the property, any impact on the health and/or safety and wellbeing of other residents and the welfare of the animal.
20. Where a request is received for an unusual or exotic pet, we may seek advice and guidance from animal charities or professionals before making a decision on permission.
21. If permission is sought for any animal as above, the resident may be asked to sign an agreement setting out the conditions for granting permission.

Refusing permission

22. If we refuse permission, we will clearly state the reasons for this in writing.
23. Permission *will* be refused under one or more of the following grounds:
- There are ongoing reports of ASB that may be worsened by permitting a pet
 - We have issued formal warnings (see definitions) or taken legal action due to irresponsible pet ownership or concerns regarding animal welfare
 - The property is unsuitable for the requested pet due to a lack of space or suitable facilities
 - There is a significant risk of harm to the health and/or safety and wellbeing of residents in or near to the property or anyone visiting or likely to visit the property, including anyone working for or on behalf of Guinness
 - Where the pet is intended to be kept for the purposes of breeding or sale or any purpose other than for a resident's companionship or pleasure.
24. Permission *may* be refused if any of the following grounds apply:
- There are ongoing concerns relating to the resident's maintenance of the property, this includes ongoing concerns regarding hoarding
 - The property is overcrowded, or a request for a move has been received due to overcrowding
 - There are concerns relating to damp and mould that have not yet been resolved.

Request for review

25. If a resident disagrees with our decision to not grant permission for a pet, a request for a review of the decision can be made in writing within 14 calendar days of receipt of our decision letter.

Resident responsibilities

26. Where permission is sought to keep a dog, residents will be asked to sign a Responsible Dog Ownership Agreement which clearly sets out what we expect from dog owners. Refusal to sign the agreement may lead to refusal of permission.
27. Where it is identified that a pet is being kept irresponsibly, or a pet is causing any risk of harm to the safety and wellbeing of our residents, we will take appropriate action as identified in paragraph 50 onward.

Legal requirements

28. Residents are responsible for ensuring that they abide by any legal requirements of keeping their pet.
29. Examples of legal requirements include but are not limited to:
 - Ensuring a cat or dog is microchipped and owner details are kept up to date
 - Ensuring a dog wears a collar with the identification details for the dog's owner attached
 - Registering any poultry or captive birds that are kept outdoors with the [Animal and Plant Health Agency](#).

Pet welfare

30. Residents are responsible for the care and welfare of any pet kept, either permanently or temporarily, at their property, as specified by the Animal Welfare Act 2006. Residents are expected to ensure pets have:
 - Freedom from hunger and thirst
 - Freedom from discomfort, pain, suffering, injury and disease
 - Freedom to behave normally
 - Freedom from fear and distress.
31. Residents are responsible for ensuring that their pets have access to veterinary treatment whenever it is needed. This may be via pet insurance or through access to a pet charity such as the PDSA.

Pests

32. Residents must ensure that they keep their property free from pests such as fleas. If a resident's pet causes an infestation of pests in neighboring properties or communal areas, the resident may be responsible for any costs incurred by Guinness to eradicate the pests.

Visits to property by employees and contractors

33. If a person employed by, or a contractor completing work on behalf of, Guinness visits the address, residents are responsible for ensuring that any pets are secure and will not cause a nuisance or risk of harm to our staff. To reduce any risk, pets such as dogs or cats must be moved to a separate room.
34. Employees or contractors can refuse to enter the property if they feel they are at risk due to pets.
35. Any incidents of harm or risk of harm to employees and contractors will be investigated and, where appropriate, enforcement action will be taken.

Changes to the property

36. Residents must seek our permission before making any changes to their home or garden to accommodate pets, for example, installing cat or dog flaps, building outdoor fishponds or bird aviaries.

37. We will not grant permission for any alteration that increases fire or building safety risk (e.g. altering a fire door). Residents are responsible for ensuring that any planning permission laws are adhered to. Our permission will only be withheld if the installation will affect the health and safety of residents or their neighbours.
38. Before moving out of a property, if requested by us, residents must ensure that any fish tanks, fishponds, cat flaps and bird aviaries are removed and any damage to the property and gardens is repaired.
39. Residents must ensure that if their pet dies, the body must be disposed of in a responsible way. Pets must not be buried in gardens or on any land owned by Guinness.

Animal nuisance and ASB

40. Residents must not allow their pet(s) to cause any nuisance or annoyance to other residents or the neighbourhood. The resident must ensure that a dog is kept under control at all times and is not a danger, or a perceived danger, to anyone in the vicinity.
41. Residents must not allow their pet(s) to foul in any communal or shared spaces. If this does occur, they are responsible for clearing it immediately and getting the area thoroughly cleaned and disinfected. They must also ensure that any fouling in their own property or garden is cleaned within a reasonable time.
42. ASB relating to pets includes, but is not limited to:
 - Fouling in communal or shared spaces, and the owner not cleaning the area within a reasonable time
 - Strong odours or pests such as fleas
 - Dogs being allowed to roam in public or shared spaces
 - Excessive noise, such as dogs barking or howling excessively
 - Damage to the property or communal spaces
 - Dogs being allowed to be dangerously out of control (see definitions in Annex 1)
 - Harm or injury to residents or pets being used to threaten residents
 - Harm or mistreatment of pets.
43. Where the ASB is minor and there is no risk of harm to any residents, we expect residents to attempt to resolve the issues between themselves. Further detail on how we manage ASB is set out in our Anti-social Behaviour, Hate Crime and Hate Incidents Policy.
44. Where residents feel they are unable to resolve themselves, or there is severe ASB or any risk to residents, incidents should be reported to us as soon as possible.
45. We will respond within two working days to any reports of anti-social behaviour being caused by a resident's pet.

Dangerous dogs

46. A dog would be identified as a dangerous dog if:
 - It is a breed or type identified under Section 1 of the Dangerous Dogs Act 1991 (DDA) (i.e. XL Bully type dogs, Pit Bull terrier, Japanese Tosa, Dogo Argentino or Fila Brasileiro)
 - Any breed of dog that is dangerously out of control. A dog would be regarded as being dangerously out of control where it causes fear or apprehension to a person.

47. Where a report is received of a type or breed of dog banned under the DDA, unless the dog has been permitted by us following receipt of a certificate of exemption, we will report this to the police.
48. Where a report is received of any dog being allowed to be dangerously out of control or causing fear or apprehension to a person, we will report this to the police.
49. We will work in partnership with the police, and we will take appropriate and reasonable enforcement action set out in paragraphs 52-57.

Mistreatment of animals

50. Any reports of animal cruelty or neglect will be reported to the RSPCA. This includes reports of animal hoarding.
51. We will work in partnership with the RSPCA to take any appropriate and reasonable enforcement action.

Enforcement action

52. Unless the ASB puts a resident at risk of serious harm, we will offer guidance to residents to rectify any breach of tenancy and signpost residents to further support to prevent any further incidents.
53. Failure to take reasonable action to prevent or stop the ASB would lead to permission to keep a pet being refused or revoked.
54. Where permission to keep a pet is refused or revoked, we will notify the resident and they will be responsible for rehoming the pet at their own expense. The resident will be requested to rehome the pet within one month, unless exceptional circumstances necessitate additional time.
55. If the ASB is serious or continuous, we will take appropriate and reasonable enforcement action under the Anti-social Behaviour, Crime and Policing Act 2014.
56. Enforcement action may include action to end the tenancy or to secure a court injunction. Any costs incurred by Guinness may be claimed from the resident.
57. We will work in partnership with other agencies including the RSPCA, local authorities (including their Environmental Health departments) and the police to take enforcement action against irresponsible pet owners.

Period of review

58. Our review programme is driven by service improvement initiatives, changes to legislation, regulation, evolving good practice or feedback from residents and other key stakeholders. We will review this policy every three years.

Key legal and regulatory references

- Allotments Act 1950
- Wildlife and Countryside Act 1981
- Housing Act 1988
- Environmental Protection Act 1990
- Dangerous Dogs Act 1991
- Control of Dogs Order 1992
- Animal Welfare Act 2006
- Equality Act 2010
- Anti-social Behaviour, Crime and Policing Act 2014

- The Microchipping of Cats and Dogs (England) Regulations 2023
- Animal Welfare (Primate Licenses) (England) Regulations 2024.

Related policies

- Anti-social Behaviour, Hate Crime and Hate Incidents Policy
- Estate and Neighbourhood Management Policy
- Reasonable Adjustments Policy
- Responsive Repairs Policy.

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Policy author		Helen Hudson, Housing Policy Manager	
Lead Director		Sarah Sargent, Group Director of Housing & Neighbourhoods	
Policy owner		Sarah Sargent, Group Director of Housing & Neighbourhoods	
Version history			
Version number	Review trigger	Date of approval	Brief description of the main changes
1.0	N/A	13 th February 2025	This is the first version of the policy
1.1	Business request	11 th June 2025	Amendment made (see wording underlined) in relation to the grounds for when we will refuse permission (paragraph 23). “Permission <i>will</i> be refused under one or more of the following grounds...There is a significant risk of harm to the health and/or safety and wellbeing of residents in or near to the property <u>or anyone visiting or likely to visit the property, including anyone working for or on behalf of Guinness</u> ”.

1.2	Change of Lead Director and Policy Owner	September 2025	Updated to Sarah Sargent, Group Director of Housing & Neighbourhoods
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Annex 1: Definitions

Term	Description
Assistance animal	An assistance animal, usually a dog, is a highly trained animal that carries out tasks and alerts to mitigate a person's disability or life threatening health condition. Examples include dogs which have been trained to guide a blind person or dogs trained to assist a deaf person.
Dangerous dog	A dog would be identified as dangerous if it is a breed or type of dog identified under Section 1 of the Dangerous Dogs Act 1991 (XL Bully type dogs, Pit Bull terrier, Japanese Tosa, Dogo Argentino or Fila Brasileiro). Any dog shall be regarded as dangerously out of control on any occasion on which there are grounds for reasonable apprehension that it will injure any person or assistance dog, whether or not it actually does so. Aggressive behaviour towards a person will almost always be grounds for reasonable apprehension that it will cause injury to demonstrate that it is dangerously out of control. Conversely, it does not follow that if the dog causes injury, the dog was dangerously out of control (s.10, Dangerous Dogs Act 1991).
Disability	A physical or mental impairment that has a 'substantial' and 'long-term' negative effect on a person's ability to do normal daily activities. 'Substantial' is defined as being more than minor or trivial, e.g. it takes much longer than it usually would to complete a daily task like shopping or going to work. 'Long-term' means 12 months or more.
Emotional Support Animal (ESA)	An animal that offers comfort and companionship as a way to mitigate symptoms of a disability. ESAs do not require specialist training and ESAs do not have the same legal rights as assistance animals. ESAs are sometimes referred to as "therapy animals".
Formal warning	A formal warning regarding irresponsible pet ownership or anti-social behaviour. This may be a final written warning, a letter warning of potential legal action, or an Acceptable Behaviour Contract.
Hoarding	An accumulation of animals that has overwhelmed a person's ability to provide minimum standards of care for either themselves and/or the animals.
Pet	An animal kept for a person's companionship or pleasure.