PET POLICY

Date Approved	Proposed Review Date
June 2026	June 2029
Chair Person/Office Bearers Signature:	

CASSILTOUN HOUSING ASSOCIATION LIMITED
59 Machrie Road, Castlemilk, Glasgow G45 0AZ

CASSILTOUN HOUSING ASSOCIATION IS A REGISTERED SOCIAL LANDLORD (84) AND A REGISTERED SCOTTISH CHARITY (SC035544) & Property Factor Registration No. PF000154

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Pet Policy

1. Introduction

Cassiltoun Housing Association (CHA) appreciates the significant benefits to our tenants in keeping a domestic pet and recognises that tenants have the right to keep a pet/s within their home provided that they are looked after, do not cause nuisance/disturbance to neighbours and do not cause a health/hygiene risk

This policy outlines CHA's approach to promoting responsible pet ownership. A domestic pet is an animal kept for personal interest, companionship or ornamental purpose.

This Policy supports and is line with the Association's Scottish Secure Tenancy agreement and the Tenant's Handbook and details the grounds under which tenants will be allowed to keep pets and the action that will be taken if tenants fail to meet their obligations.

2 Legal and Regulatory Framework

2.1 Our approach to dealing with requests to keep a pet/s is determined by Section 36 of the Housing (Scotland) Act 2025 and Section 2.6 of the Scottish Secure Tenancy Agreement and the Short Scottish Secure Tenancy Agreement. Incidents of unacceptable and antisocial behaviour is determined by our statutory and contractual obligations and are outlined in our Neighbour Relations Policy. The Antisocial Behaviour etc. (Scotland) Act 2004, the Housing (Scotland) Act 2001 and the Housing (Scotland) Act 2014 are the three Acts that determine the main requirements of our Neighbour Relations policy.

2.2 Cassiltoun Housing Association will take into account legislation and also comply with the Scottish Social Housing Charter for Social Landlords on the Charter Indicators 1, 2, 6 and 11 indicated below:

Equality

- Outcome 1: "*every tenant and other customer has their individual needs recognised, is treated fairly and with respect, and receives fair access to housing and housing services."*

Communication

- Outcome 2: *"Tenants and other customers find it easy to communicate with their landlord and get the information they need about their landlord, how and why it makes decisions and the services it provides."*

Estate management, anti-social behaviour, neighbour nuisance and tenancy disputes

- Outcome 6: "*Social landlords, working in partnership with other agencies, help to ensure as far as reasonably possible that: "tenants and other customers live in well-maintained neighbourhoods where they feel safe."*

Tenancy Sustainment

- Outcome 11: "*Social landlords ensure that tenants get the information they need on how to obtain support to remain in their home; and ensure support is available, including services provided directly by the landlord and by other organisations."*

3 Aims

3.1 To provide a consistent approach towards per ownership and a balance that ensures pet ownership does not infringe on the rights of other tenants to the peaceful enjoyment of their home.

3.2 To provide tenants with a 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. CHA reserves the right to the number of pets per property.

4Tenants' Rights and Responsibilities

4.1Tenants have the right, subject to the conditions below, to keep a **maximum** of two domestic pets as stipulated in Section 2.6 of the Tenancy Agreement, provided that they have first received written permission. A request for permission to keep a pet will be responded to within 30 days.

Consent will not be unreasonably withheld and can be qualified by reasonable conditions. Refusals will be based on reasonable grounds for refusal and will be set out in a letter confirming refusal.

A domestic pet is:

- Dog
- Cat
- Fish
- Bird (caged)
- Rodent (e.g. hamster, gerbil, rat or mouse)
- Small non-venomous reptile (e.g. terrapin, tortoise)
- Non-venomous insect or amphibian (e.g. newt)
- Rabbit

You should have no more than 1 or 2 pets depending on size and type of animal. The association will not allow you to keep pigeons either in your home, garden or backcourt and the erection of a pigeon loft is prohibited. The keeping of pets on a balcony will not be permitted. Permission must be requested for large fish tanks

Permission will not be granted for a tenant to keep livestock or farm animals, for example sheep, goats, pigs, cattle, horses, chickens, ducks etc.

4.2Tenants will not be granted permission to keep any dog prohibited under the Dangerous Dogs Act 1991. These currently include: -

- Pit Bull Terrier
- Dogo Argentino
- Fila Braziliero
- Japanese Tosa
- XL Bully

The Act also extends to any dog which appears to be a cross of these breeds.

For XL Bully

It is a criminal offence to keep an XL Bully dog without a Certificate of Exemption.

It is also an offence to:

- have an XL Bully in public without a lead and muzzle
- breed or breed from an XL Bully
- sell, give away or rehome an XL Bully
- abandon an XL Bully or let it stray

Applications for a Certificate of Exemption to keep an XL Bully dog have closed. New exemptions can only be granted by the Scottish Government where an application has been authorised by a court.

Tenants will be required to provide proof of exemption should they request permission to keep an XL Bully and proof of compliance rules detailed below on an annual basis.

Owners of XL Bully dogs must comply with the following rules:

- **Muzzling and Leashing:** Dogs must be muzzled and kept on a lead in all public spaces, including in private vehicles

- **Neutering and Microchipping:** Dogs must be neutered and microchipped, with registration details maintained appropriately

- **Insurance:** Owners must have third-party public liability insurance covering their dog

Secure Housing: Dogs must be kept in secure conditions to prevent escape. They must also be muzzled and in a secure condition when Association staff and contractors are visiting the property.

4.3Tenants will be held responsible for the behaviour of any pets owned by, living with or visiting them.

Tenants will be expected to take all reasonable steps to supervise and keep such pets under control and ensure that they do not cause nuisance or annoyance to neighbours or danger to your neighbours. They must also ensure they do not cause deterioration to the condition of the property, common parts or the surrounding neighbourhood. This includes fouling, smell and noise from the animal. The Association will recharge the tenant for any costs incurred by them as a result of damage caused or the cost of cleaning up mess left by the animal.

4.4Reasonable care must be taken to ensure that pets do not foul in a neighbour's property or within the vicinity of the house or cause damage to your neighbour's property.

4.5You must keep your dog on a lead at all times when outside your property and pick up after your dog at all times. Any incident where you do not pick up after your dog will be reported to Glasgow City Council who have the power to issue on the spot fines.

5Process in the Event of Complaints being Received

5.1 If the Association witnesses or receives complaints regarding a failure to comply with the terms of this policy a member of the Housing Services Team will raise the concerns in person with the tenant to make them aware of their responsibilities and the action that will be taken if they fail to comply.

5.2 Should the tenant fail to take the appropriate action, the Association will write out to the tenant to formally inform them that they are in breach of their Tenancy Agreement and inform them of the consequences of continued failure to comply.

5.3 In the event of continued failure to comply with the conditions of this Policy and the tenant's Scottish Secure Tenancy Agreement, a final written warning will be issued advising the tenant the Association will withdraw its permission for the tenant to keep pets should there be any more breaches.

5.4 The Association will only withdraw the tenant's right to keep pets as a last resort and will do everything possible to allow tenants to continue to keep pets.

5.5 If, after the final warning has been issued the Association continues to receive complaints or to witness further failure to comply with the above conditions the Association will withdraw the tenant's right to keep pets and require the tenant to have the pet(s) removed.

5.6 The tenant will be required to have the pet(s) removed from the property within 7 days of permission being withdrawn.

5.7 The withdrawal of permission will remain in place until such times as the Association is satisfied that the tenant has taken all reasonable steps to tackle the issues raised and to ensure that no further problems are likely to arise.

6Animal Neglect or Cruelty

In the case of animal neglect or abuse the Association will contact animal welfare organisations for example the SSPCA and if deemed necessary Police Scotland.

7Legal Procedure

7.1 The Association will take Legal Action if a tenant fails to remove a pet from their property when instructed to do so due to permission to keep a pet being withdrawn.

7.2 A Notice of Proceedings for Recovery of Possession will be issued for a breach of tenancy conditions.

7.3 Once the Notice of Proceedings for Recovery of Possession becomes live if the pet(s) has still not been removed from the property the case will be referred to the Association's solicitor for court action to be raised.

8Appeals Procedure

Any applicant unhappy about a decision relating to this policy and or the removal of a pet must submit a written appeal to the Housing Manager within 28 days of receiving the decision.

The Housing Manager will review the appeal and provide the applicant with the result of their decision in writing.

If the applicant is still dissatisfied, recourse can be sought through the Association's Complaints Policy and Procedure.

9 Equality and Diversity

The Association is committed to providing fairness and equality of opportunity in order to prevent discrimination. This policy will try to ensure that no person is discriminated on the grounds outlined in the Equality Act 2010. This includes the protected characteristics of age, disability, gender reassignment, marriage and civil partnership, pregnancy and maternity, race, religion and belief, sex and sexual orientation.

Our policy and procedure will be adaptable and, to the greatest extent feasible, will take the particular needs of our tenants and their households into account.

10. Processing Information – General Data Protection Regulations

Cassiltoun Housing Association will process information and data received in accordance with its Policies and Procedures relating to the General Data Protection Regulations and all customers will be issued with a Fair Processing Notice.

All staff members will be made aware of their responsibilities in relation to the General Data Protection Regulations and will be trained in the process that the Association has introduced to ensure compliance with GDPR.

11Policy Review

This Policy will be reviewed on a 3 yearly basis or earlier if legislation changes to ensure that its aims are being met.