Portsmouth Homes

Portsmouth City Council

Pet Policy

Summary

Pets can improve wellbeing and quality of life, but they must be cared for properly and kept in suitable homes.

This policy explains when pets can be kept in Portsmouth Homes properties, when permission is needed, and the responsibilities of pet owners. It also outlines how Portsmouth Homes will respond to concerns about nuisance, safety or animal welfare.

Effective date

4 November 2026

Review

We will review this Policy every 3 years or when there has been an update to legislative, regulatory, best practice or operational changes.

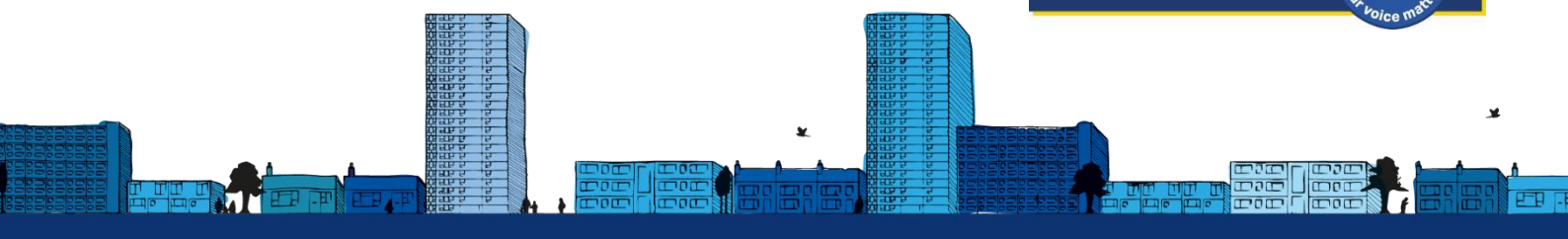
Version

Version V1.0

RSPCA. PAWPRINTS 2026 Housing BRONZE AWARD

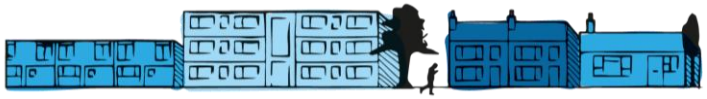
This policy was written with the help of residents of Portsmouth Homes

Portsmouth Homes Your voice matters



Pet Policy contents

Summary 1
Effective date 1
Review 1
Version 1
Pet Policy contents 2
Who this policy applies to 3
Why we have this policy 4
Definitions 5
Keeping a pet: when permission is needed 6
Pets that do not require permission 6
Pets visiting your home 6
Pets that need permission 6
Making changes to your home for a pet 7
Keeping pet records up to date 8
Requesting permission for a pet 9
Before you bring a pet home 9
How long will it take? 9
If your request is approved: 9
Your pet agreement 9
How we decide if a pet is suitable for your home 10
Conditions we may apply 11
Dogs subject to legal restrictions 11
When we may withdraw permission 11
Your responsibilities as a pet owner 12
Microchipping 12
Animals that are not allowed 13
Breeding animals and pet related businesses 13
Assistance dogs 14
Support and emotional support animals 14
Fostering animals for a charity 15
How we make decisions and take action 15
If there is a problem 16
When we may take action 16



Allergies, fears and other concerns 16
Keeping a pet without permission 16
Pet related Antisocial behaviour 17
Pets left behind or abandoned 17
Pests linked to pets 17
Appeals 17
Your voice 18
What have we done to make sure this Policy is fair? 19
Regulation and legislation 19
Related documents 19
How to feedback 20
Compliments 20
Complaints 20
Housing Ombudsman Service 21

Who this policy applies to

This policy applies to Portsmouth Homes tenants, leaseholders and shared owners living in homes managed through the Housing Revenue Account. It applies across different property types and tenures and sets out how pets are managed in your home. It covers:

- Pets kept within the home or a private garden
- Domestic pets and companion animals, meaning animals kept in or around a resident's home, including mammals, birds, reptiles, amphibians, fish and invertebrates. Assistance dogs are not treated as pets under this policy and are covered separately.
- Pets visiting or staying temporarily at the property
- How permission is given, refused or withdrawn
- How nuisance, complaints and animal welfare concerns are managed
- The use of communal and shared areas by pets, including gardens, corridors, landings, lifts, balconies and outdoor spaces

This policy also applies where a Portsmouth Homes property is used as temporary accommodation and Portsmouth Homes grants and manages the tenancy or licence agreement.

We will consider requests to keep a pet in temporary accommodation on a case-by-case basis. As well as the factors set out elsewhere in this policy, we may consider:

- The temporary or transitional nature of the accommodation
- Whether the property is suitable for the type and number of pets

- The resident's individual circumstances
- Any animal welfare, safety, housing management or risk considerations
- The impact that keeping a pet may have on the resident's current housing arrangements or future accommodation options

Where temporary accommodation, supported accommodation or housing pathway services operate under separate legal, contractual or service-specific arrangements, those requirements may take precedence over this policy. Where this applies, we will explain the relevant requirements and how any request will be considered.

If there is any conflict between this policy and a tenancy agreement, lease, licence agreement or legal requirement, the relevant agreement or law will take priority. We will explain what this means when considering a request.

Assistance dogs are not treated as pets and are covered in a dedicated section because of their specific legal status.

Any reference in this policy to ‘we’, ‘our’ or ‘us’ refers to Portsmouth Homes.

Any reference in this policy to 'tenant', 'customer' or 'resident' refers to a Portsmouth Homes resident, leaseholder or shared owner.

Why we have this policy

The purpose of this policy is to support responsible pet ownership while ensuring pets do not cause nuisance, safety risks or adverse impacts on neighbours, communal areas or homes. This policy aims to:

- Promote responsible pet ownership
- Balance the benefits of pet ownership with the need to protect others’ enjoyment of their homes
- Prevent and manage issues such as noise, fouling, damage, nuisance, safety risks, and animal welfare concerns
- Provide a fair, consistent process for requesting permission and recording pets
- Explain how we respond to concerns, including working with appropriate partners such as local authority services, the police and animal welfare organisations where appropriate

To support these aims, we will:

- Make decisions fairly, consistently and based on evidence
- Intervene early to prevent issues escalating
- Offer advice, information and signposting to welfare and support organisations
- Take a supportive and non-judgemental approach to encouraging responsible pet ownership

This policy operates alongside tenancy and lease conditions.

Definitions

Pet	An animal kept in or around a resident's home, including mammals, birds, reptiles, amphibians, fish and invertebrates.
Pet Agreement	A written agreement that confirms permission to keep a specific pet and sets out clear and reasonable conditions the resident must follow. If concerns arise, we will review the agreement fairly and explain any decision in writing.
Communal areas	Any shared garden, entrance, corridor, landing, lift, or outdoor space shared with other residents.
Nuisance	Nuisance means behaviour or conditions that cause significant or unreasonable disturbance, such as persistent noise, odours, fouling, roaming or aggressive behaviour, and which may in some cases amount to statutory nuisance under the Environmental Protection Act 1990.
Welfare Concern	Any situation where an animal's needs under Section 9 of the Animal Welfare Act 2006 may not be met, including lack of food/water, unsafe environment, untreated illness, overcrowding, or abandonment.
Assistance Dog (Equality Act 2010)	A dog that provides support or assistance to a disabled person. Assistance dogs are not treated as pets under this policy. They may be trained by an organisation, by their owner or in another appropriate way. We will consider the person's circumstances and the support provided by the dog and will not require membership of or registration with a particular organisation.
Support Dog / Emotional Support Animal (ESA)	A support dog or emotional support animal (ESA) provides comfort or emotional support but is not trained to carry out specific tasks like an assistance dog. Support animals are not automatically treated as assistance dogs. However, we will look at each request on a case-by-case basis, including whether allowing a support animal would be a reasonable adjustment for a disabled resident.
Good reason	For the purposes of this policy, a good reason includes, but is not limited to: • legal restrictions or requirements • the suitability of the property or building layout • risk to people, animals or property • serious or persistent nuisance or antisocial behaviour • failure to comply with tenancy, lease or Pet Agreement conditions • animal welfare concerns supported by evidence

Keeping a pet: when permission is needed

Pets that do not require permission

You do not need permission before keeping the following pets, provided they can be kept safely and appropriately in the home, their welfare needs can be met, and no alteration to the property is required:

- Small animals kept in suitable indoor enclosures, such as hamsters, mice, rats, guinea pigs and rabbits
- Small companion birds kept in a suitable indoor enclosure. Permission is required for any outdoor aviary or enclosure.
- Fish kept in a domestic aquarium that is suitable for the home.

Permission is required where the type or number of animals, the size of an enclosure or aquarium, the proposed location, or any alteration to the property could affect animal welfare, the safety or condition of the property, or other residents.

Pets visiting your home

Pets may visit your home for occasional, short visits without permission. You are responsible for ensuring that visiting pets are kept under control and do not cause noise, nuisance, damage, safety risks or animal welfare concerns in the home or communal areas.

A visiting pet may be treated as being kept at the property where the arrangement becomes regular or ongoing, includes repeated overnight stays, or indicates that the property has become one of the pet's main places of care. Where this applies, permission will be required under this policy.

We will take a practical and proportionate approach and consider the overall circumstances, including how often and how long the pet stays, who is responsible for its day-to-day care, whether its food, bedding or other belongings are normally kept at the home, and any impact on neighbours, communal areas or the property.

Pets that need permission

You must obtain written permission before keeping:

- A cat
- A dog
- Any pet not listed in the **"Pets that do not require permission"** section
- An exotic or specialist pet, such as a reptile, amphibian, arachnid, invertebrate or other small exotic animal

- A large or specialist aquarium that requires structural alterations, specialist electrical installations, contains an unusually large volume of water or requires additional safety assessments
- Poultry or waterfowl, including chickens, ducks and geese, and any related coop, enclosure or run

We do not set a fixed limit on the number of pets that may be kept in a home. However, this does not mean residents can automatically keep any number of pets.

Permission is given for each individual pet. Where permission is required, you must make a new request and obtain written permission before bringing an additional pet into your home.

We will consider each request on a case-by-case basis, including:

- The type, size, behaviour and number of animals
- The combined needs of all pets kept or proposed to be kept in the home
- Whether the home is suitable and the animals' welfare needs can be met
- Any likely impact on neighbours, communal or shared areas, or the property

For poultry and waterfowl, we will also consider the type and number of birds, the available private outdoor space, the proposed coop or enclosure, and any potential noise, hygiene, waste-management or pest risks.

We may refuse permission or apply reasonable conditions where there is good reason, including concerns about safety, nuisance, animal welfare, or the suitability or condition of the home.

If you already have a pet when this policy takes effect, you will not be asked to remove it simply because of this policy. If the pet would normally require permission, we may ask you for information so that we can consider the circumstances and update our records. We will only consider further action where there are serious concerns about nuisance, safety, animal welfare, the suitability of the property or land, or a breach of the tenancy or lease.

Making changes to your home for a pet

You must request permission before making changes to the home for a pet. This includes (for example):

- Installing a pet flap
- Any alterations needed to support large aquariums (such as structural strengthening flooring, specialist stands, pipework or electrical supply)
- Installing a pond or other permanent outdoor water feature for fish or other animals

Permission to keep a pet does not automatically include permission to make alterations to your home. Any pet-related alterations must also be approved in line with the Portsmouth Homes Improvement and Alterations Policy.

We will check that any proposed changes are safe, do not affect fire or building safety requirements, and will not damage doors, walls or other parts of the building, particularly in buildings with communal or shared areas.

You must obtain written permission before installing a pond. We may consider its proposed location, size and depth, safety measures, drainage, ongoing maintenance, the effect on underground services and neighbouring properties, and whether the garden must be reinstated when you move. Permission to keep fish or other animals does not automatically include permission to install a pond.

Any approved changes must be carried out safely, comply with any conditions of approval, and be completed to an acceptable standard. You may be required to reinstate the property to its original condition when you move out, in line with your tenancy or lease.

Leaseholders or shared owners may have lease conditions or restrictions about pets and alterations. Where these apply, they take priority over this policy.

Where lease restrictions apply, we may not be able to grant permission for a pet or related alterations.

Where the lease allows us to exercise discretion, requests will be considered in line with this policy and the resident's circumstances.

If a pet is kept, or alterations are made, without the required permission, we may take action in line with the tenancy or lease.

We may charge a reasonable administration fee to consider requests where permitted under the lease. Any fee will be explained in advance. We will not charge this fee if permission is requested before buying the home.

Keeping pet records up to date

We keep records of pets to support safety, building management and fair decision-making.

During routine visits (for example Tenancy Update Visits), staff may ask what pets are kept in the home so records can be kept accurate.

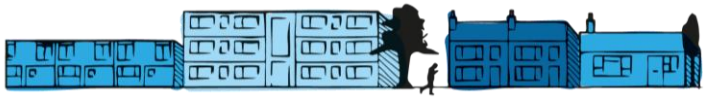
Where appropriate, we may ask residents for details of an emergency contact who can assist with the care of a pet in an emergency.

Any information provided will be used for record keeping and emergency planning purposes. Providing this information will not, in itself, result in enforcement action. Any concerns identified will be considered in line with this policy.

Residents must tell us if a pet recorded in a Pet Agreement dies or is permanently rehomed so we can update our records.

If you already have a pet when this policy takes effect and it has not previously been recorded, we may ask you to provide information about the pet so we can update our records.

We will not take enforcement action simply because a pet existed before this policy, unless there are welfare, safety or serious nuisance concerns, or a breach of the tenancy or lease.



Requesting permission for a pet

Before you bring a pet home

You must contact us before bringing a pet into the home where permission is required.

You must have written permission before bringing the pet into the property. This applies even if you already own the pet before moving in.

To request permission, you must complete the **Pet Permission Request Form.**

Where you request permission for more than one pet, we will consider the combined needs and likely impact of all animals already kept or proposed to be kept in the home.

If you need help to complete the request form or understand the process, please contact us. We will provide reasonable support or adjustments where appropriate.

How long will it take?

Timescales are measured in calendar days (including weekends and bank holidays):

- We aim to provide a written decision within 28 calendar days of receiving a completed application
- If we need more information, we will contact you within 14 calendar days
- Once we have received any additional information and the request is complete, we aim to provide a final decision within 7 to 14 calendar days

If your request is approved:

- We will confirm the decision in writing and ask you to sign a Pet Agreement
- Permission is not final until the Pet Agreement has been completed
- Permission applies only to the approved pet(s) and the current address
- If you wish to keep an additional pet, you must make a new request before bringing it into your home. If you move home, you must contact us so we can review whether the existing permission can continue.

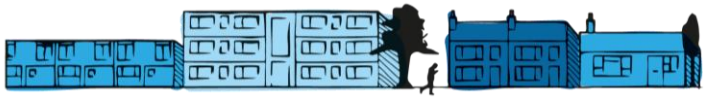
Decision making principles are set out in **Decision making and enforcement**.

Your pet agreement

If we approve a request, you will be asked to sign a Pet Agreement.

The Pet Agreement:

- Confirms which pet(s) are permitted, and at which address
- Sets clear conditions to help prevent nuisance, damage or safety issues and to support responsible pet ownership



- Explains how we will work with you if concerns arise and what action may be taken if concerns cannot be resolved

The Pet Agreement does not replace the tenancy or lease. It sits alongside tenancy/lease conditions to make expectations clear for both you and us.

When permission is granted, we will provide or signpost you to a copy of this policy.

How we decide if a pet is suitable for your home

Decisions will be made fairly, reasonably and based on the individual circumstances of each case.

When you request permission, we will consider whether the pet can be kept safely and responsibly in that home.

When assessing a request, we may consider:

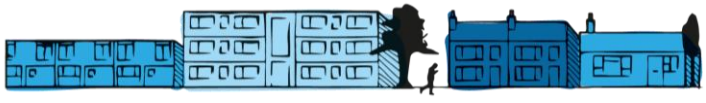
- The type, size, behaviour and number of pets, including the combined needs and likely impact of all animals already kept or proposed to be kept in the home
- Whether the pet's welfare needs can be met, taking account of recognised guidance and good practice
- Whether appropriate care arrangements are in place to meet the animal's welfare needs
- The suitability of the home, including its layout, access arrangements and any shared or private outdoor space
- Access to suitable outdoor space for exercising dogs
- The condition of the home and any building considerations, such as shared fire doors or door entry systems
- Who shares the building, communal areas or garden and may be affected
- Any actual or potential impact on neighbours, including any history of pet-related nuisance or antisocial behaviour
- Relevant legal requirements.

No single factor will automatically determine the outcome of a request. We will consider all relevant information before deciding.

We are not an animal welfare enforcement body. However, where concerns relate to tenancy or lease conditions, safety or nuisance, we will consider those concerns and may refer matters to the appropriate authority or organisation with the power to investigate and act.

Where appropriate, we may seek specialist advice or ask for relevant information where needed. This may include information from a vet, recognised animal welfare organisation, local authority officer or another appropriate professional.

These factors help us decide whether keeping a pet is appropriate for the property and whether permission can be granted with or without conditions.



Conditions we may apply

If permission is approved, we may apply additional conditions where needed, depending on the property type, building layout or individual circumstances. Conditions are intended to manage safety, nuisance and hygiene risks and to protect residents, staff and visitors.

Examples of conditions that may be applied include:

- Requirements around supervision, care, or control of the pet;
- In some circumstances, permission may be granted on the basis that the pet cannot be replaced once it dies or is permanently rehomed, for example where this is necessary to manage risks associated with the property or location.

In communal or shared areas, pets must be kept under proper control and must not cause nuisance, obstruction, fouling or a safety risk. Dogs must be kept on a lead and under close control. Additional reasonable conditions may be applied where required by the building layout or individual circumstances.

For dogs subject to legal restrictions, additional conditions may be applied (for example requiring muzzling in communal areas).

Dogs subject to legal restrictions

We cannot give permission for a dog that is kept unlawfully.

Where a resident lawfully owns a dog covered by the Dangerous Dogs Act 1991 under a valid exemption or court order, we will consider the circumstances in line with this policy.

The resident must provide evidence of a valid exemption when requested and must comply with the legal requirements applying to the dog at the relevant time. This includes any requirements relating to secure keeping, microchipping, neutering, supervision, use of a lead or muzzle, and any conditions contained in the exemption or court order.

Additional reasonable conditions may be included in the Pet Agreement to manage any identified safety, property or nuisance risks.

When we may withdraw permission

If you breach the terms of the Pet Agreement, or where there is good reason as defined in this policy, we will normally work with you to try to resolve concerns.

Where problems cannot be resolved, we may withdraw permission and / or take fair and reasonable action under the tenancy or lease. In serious cases, this may mean that alternative arrangements need to be made for the pet.

Where we have reasonable concerns about an animal's welfare, a referral may be made to the appropriate authority or agency. Tenancy based action may also be taken where there is an associated breach.

Action may include advice, support, written warnings, agreed action plans, applying or varying Pet Agreement conditions, withdrawal of permission or formal tenancy or lease action where appropriate.

Permission will only be withdrawn where there is good reason, the issues are serious or persistent (or pose a risk), and reasonable steps to resolve concerns have not been successful.

Withdrawing permission does not allow us to remove an animal directly. The resident will normally be responsible for making safe and lawful alternative arrangements.

Any formal tenancy or lease action will be considered separately and must be supported by the relevant agreement, evidence and legal requirements.

Your responsibilities as a pet owner

If you keep a pet, whether or not permission is required, you are responsible for:

- Meeting the animal's welfare needs and providing appropriate food, water, exercise, shelter, veterinary treatment and care
- Keeping the pet under proper control
- Making sure it does not cause persistent noise, nuisance, distress or risk to other people or animals
- Preventing fouling and clearing up pet waste promptly
- Preventing damage to the home, garden and communal or shared areas
- Preventing the pet from roaming or escaping
- Taking reasonable steps to prevent hygiene and pest problems
- Complying with relevant legislation and keeping required registrations, licences, exemptions and microchip details up to date
- Following the tenancy, lease, this policy and any Pet Agreement conditions
- Obtaining permission before keeping an additional pet or making an alteration
- Arranging suitable care during holidays, hospital stays and other absences
- Telling us when a pet recorded on a Pet Agreement dies or is permanently rehomed.

Pets must not be buried in communal or shared gardens or open spaces. These areas are used by other residents and burying animals may create hygiene, environmental or safety concerns. If a pet dies, the owner is responsible for making appropriate and lawful arrangements.

Microchipping

By law:

- All dogs in England must be microchipped and registered by 8 weeks of age
- All cats in England must be microchipped and registered by 20 weeks of age

Microchips must be fitted by a trained professional. Pet owners must keep their contact details up to date on the relevant database so their pet can be identified if it is lost.

Pet owners may be fined up to £500 if their dog or cat is not microchipped and registered when required, or if their registered details are not kept up to date. This is a legal requirement, and Portsmouth Homes does not issue these fines.

We may ask for confirmation that a pet has been microchipped where relevant, but responsibility for complying with the law remains with the pet owner.

Animals that are not allowed

We cannot give permission for some animals because they are restricted by law or because they pose an unacceptable safety risk in a residential setting.

Permission will **not** be granted for:

- Any animal that requires a licence under the Dangerous Wild Animals Act 1976, even where the resident holds or could obtain a licence.
- Any animal that cannot lawfully be possessed or kept, including under wildlife, conservation or species-protection legislation.
- Any dog that would be kept unlawfully under the Dangerous Dogs Act 1991
- Any exotic animal that poses a significant safety risk to residents, staff or visitors

We would not normally give permission for livestock, farm animals or other large animals that cannot reasonably and safely be kept in a residential property or private garden, including horses, ponies, donkeys, goats, sheep, cattle and pigs.

In exceptional circumstances, we may consider a request where the property and land are specifically suitable and keeping the animal would be lawful and consistent with the tenancy or lease.

Some of these restrictions are set out in law, while others reflect our assessment of what can be kept safely and responsibly in a residential setting.

Breeding animals and pet related businesses

We cannot give permission for breeding animals or running a pet-related business from a Portsmouth Homes property.

This may include:

- Breeding animals of any kind
- Commercial boarding, day care, dog sitting or similar activities carried out as a business.
- Animal grooming, selling animals, training animals, or any similar activity carried out for business purposes.
- Any activity that would require a licence under **The Animal Welfare (Licensing of Activities Involving Animals) (England) Regulations 2018**

These activities can create nuisance, hygiene and safety concerns and may require specialist licences. They are not suitable for residential accommodation.

Holding a licence does not override this policy, and permission will not be granted for these activities in our properties.

Assistance dogs

Assistance dogs are not treated as pets. They are working animals that support disabled people to live independently. Examples include:

- Guide dogs (visual impairment)
- Hearing dogs (deaf or hard of hearing)
- Mobility assistance dogs
- Medical alert dogs
- Autism assistance or support dogs

In line with the Equality Act 2010, assistance dogs are not treated as pets and we will make reasonable adjustments where required.

Where necessary, we may ask for limited and relevant information to help us understand the support the dog provides or any reasonable adjustments required. We will not require an identification card, branded harness, membership of a particular organisation, or evidence that the dog was trained by a specific provider.

Where appropriate, we may ask for information from a healthcare professional, support worker or another relevant person to help us understand the support provided by the dog and any reasonable adjustments required. We will not request information to question a person's disability.

In most cases, the assistance dog will remain in the resident's current home. All dogs, including assistance dogs, must be kept under control and must not cause nuisance, damage or risk to others.

Any concerns will be managed based on the behaviour or impact of the dog, in line with tenancy conditions and relevant policies, rather than its assistance-dog status.

Support and emotional support animals

Some residents may benefit from a support animal or emotional support animal. These animals provide comfort or support but are not trained to carry out specific tasks in the same way as assistance dogs.

Support animals and emotional support animals are not automatically treated as assistance dogs under the Equality Act 2010.

However, we will consider each request on a case-by-case basis, taking account of the resident's circumstances and whether allowing the animal would be a reasonable adjustment.

When considering a request, we may ask for reasonable information to help us understand the resident’s circumstances and the support the animal provides. Any information requested will be limited to what is necessary to support a fair and lawful decision.

Fostering animals for a charity

Requests to foster an animal for a recognised rescue or rehoming charity will be assessed in the same way as other pet requests.

We will consider the type and number of animals and whether the home is suitable. We may also ask for written confirmation from the charity about the fostering arrangement.

How we make decisions and take action

We may provide information or signpost residents to organisations that offer animal welfare advice, behaviour support, low-cost veterinary treatment, neutering, microchipping, pet food support or rehoming advice.

We encourage residents to contact us early where they are struggling to meet a pet's needs or where the pet's behaviour is beginning to cause concern.

We support responsible pet ownership wherever possible. Decisions under this policy will be:

- Fair and reasonable
- Based on evidence
- Made with regard to the household, neighbours and the property

We will not refuse or withdraw permission without good reason.

Decisions will be explained clearly and in writing where required.

Where concerns are low level, our first response will normally be to offer advice, information and reasonable time to improve pet care or management.

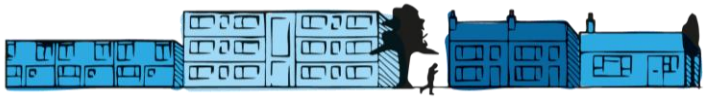
Enforcement action will be considered only where issues are serious, persistent, or pose a risk, and where reasonable steps to resolve concerns have not been successful.

If a pet causes ongoing problems or welfare concerns, we will normally work with you first to resolve the issue. Where this is not successful, we may take action under the tenancy or lease.

As a last resort, this may include asking the resident to make alternative arrangements for the pet, with reasonable time allowed wherever possible.

Action under this policy may include:

- Providing advice or support
- Agreeing actions or timescales to address concerns
- Applying or varying Pet Agreement conditions
- Refusing permission or withdrawing permission where there is good reason
- Taking tenancy or lease enforcement action where appropriate



If there is a problem

When we may take action

We may take action where:

- You breach the Pet Agreement
- A pet causes nuisance, distress or risk
- There are safety or welfare concerns

You may be expected to take reasonable steps to resolve issues, such as training, changes to routines or other practical measures.

Where dog fouling or pet related damage occurs in communal / shared areas, we may arrange cleaning or repairs and may recharge reasonable costs where permitted under the tenancy or lease.

Where concerns are raised by neighbours, staff, contractors or partner agencies, We will assess concerns and work with the resident to resolve the matter. Where issues cannot be resolved, we may take tenancy or lease action, including withdrawing permission where there is good reason.

Allergies, fears and other concerns

Where a resident raises a concern about an allergy, fear of animals or another health or wellbeing impact, we will consider the individual circumstances and any relevant information available. We will work with those affected to identify reasonable and practical steps to reduce the impact, particularly in communal areas.

We will not normally require a resident or pet to move solely because another resident is allergic to or frightened of an animal. Any action will be proportionate and based on the actual impact, the behaviour of the animal, the layout of the building, and the needs and rights of those involved.

Where appropriate, we will consider reasonable adjustments and other practical measures to reduce the impact on those affected.

Keeping a pet without permission

If you keep a pet that requires permission, including an additional pet that has not previously been approved, we will ask you to submit a Pet Permission Request Form.

If the pet or the property is not suitable, next steps will be discussed and agreed where possible.

Where no safe and suitable alternative is available, you may need to make arrangements to rehome the pet.

Pet related Antisocial behaviour

Where pet related behaviour causes antisocial behaviour, we will take action in line with the Antisocial Behaviour, Crime and Policing Act 2014 and our Anti-Social Behaviour Policy.

Pet-related issues may also amount to statutory nuisance under the Environmental Protection Act 1990. Nuisance may include persistent noise, fouling, smells, damage, roaming or aggressive behaviour that unreasonably interferes with others' use and enjoyment of their home.

The focus is on addressing irresponsible behaviour and resolving issues, not penalising responsible pet owners.

Pets left behind or abandoned

You must make suitable arrangements for your pets if you are temporarily away from home, for example during holidays or hospital stays, to ensure the animal's welfare needs continue to be met.

Pets must not be left behind without appropriate care. If a pet is left in a property due to your absence or change in circumstances and suitable arrangements have not been made, we will treat this as a risk of abandonment and take reasonable steps to safeguard the animal's welfare.

This may include contacting the resident or their emergency contacts, arranging a welfare check and working with the local authority animal warden, the RSPCA or other appropriate agencies.

Where this is necessary for the animal's safety, we may work with the appropriate authority or animal welfare organisation to arrange emergency care or removal.

Any access to a home will be carried out in accordance with the tenancy or lease, applicable law and access procedures. Where an animal or person is believed to be at immediate risk, we will contact the relevant emergency service or agency. Any costs incurred may be recharged where permitted.

Pests linked to pets

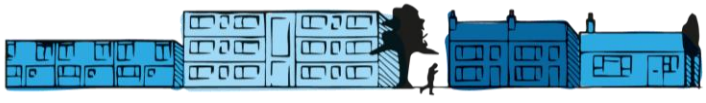
Residents are responsible for taking reasonable steps to prevent pest problems linked to their pets.

If a pet causes pests to spread into communal or shared areas, we may recharge reasonable treatment costs where this is permitted under the tenancy or lease and supported by evidence.

Taking reasonable preventative measures helps protect homes, neighbours and shared spaces.

Appeals

You can appeal decisions made under this policy, including decisions that:



- Refuse permission
- Apply conditions
- Withdraw permission

Appeals must be made in writing within 28 calendar days of receiving the decision. The appeal should explain why the decision is considered incorrect or unreasonable and include any additional information to be considered.

Where possible, your appeal will be reviewed by an impartial officer who was not involved in the original decision. They will consider:

- The original decision
- The information available at the time
- Any additional information provided
- Whether the decision was made fairly, reasonably and in line with this policy

We will confirm the outcome of the appeal in writing and explain the reasons for the decision. The original decision or any conditions may be upheld, amended or removed.

Where necessary to manage risk or prevent nuisance, existing conditions may remain in place while the appeal is being considered.

If you remain unhappy with how your request or appeal has been handled, you can raise the matter through the Landlord Complaints Policy.

We will respond to appeals as quickly as possible and keep residents updated if additional information is required or the review is taking longer than expected.

Using the appeal process does not prevent you from making a complaint about how your request or appeal has been handled.

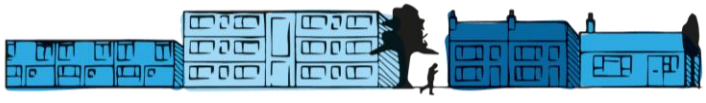
Your voice

We provide residents a wide range of meaningful opportunities to engage, influence and scrutinise the Landlord Strategies, policies and services, to include participation in regular resident meetings and give feedback on services and policies.

If you would like to be included in future resident engagement focus groups and would like to know how to get involved, please contact us for more information:

You can contact our team by:

- Email: **housing.engagement@portsmouthcc.gov.uk**
- Phone: 02392 834835
- Website**:** visit the **Resident engagement and community resources on our website**



What have we done to make sure this Policy is fair?

We completed an Integrated Impact Assessment (IIA) to consider the positive and negative impacts this Policy may have on people with protected characteristics under the **Equality Act 2010**. This Policy should have direct and positive equality and diversity impacts.

We aim to make decisions fairly and consistently, considering the needs of all residents while supporting responsible pet ownership and maintaining safe, well-managed homes.

Regulation and legislation

We recognise the variety of legislation, and we will continue to monitor relevant legal guidance. The list below reflects some of the existing legal framework and relevant publications:

- **Equality Act 2010**
- **Animal Welfare Act 2006**
- **Environmental Protection Act 1990**
- **Anti-social Behaviour, Crime and Policing Act 2014**
- **Dangerous Dogs Act 1991**
- **Dangerous Wild Animals Act 1976**
- **The Microchipping of Cats and Dogs (England) Regulations 2023**
- **The Animal Welfare (Licensing of Activities Involving Animals) (England) Regulations 2018**
- **Wildlife and Countryside Act 1981**
- **Social Housing (Regulation) Act 2023**
- **Consumer Standards Code of Practice - GOV.UK**
- **The Complaint Handling Code | Housing Ombudsman Service**
- **Advice and Welfare Information for Animals - RSPCA - rspca.org.uk**

Related documents

This policy should be read in conjunction with:

- Portsmouth Homes Landlord Policies, Strategies and Reports - **Housing policies, strategies and privacy notices**
- Tenancy Agreement / Leasehold Agreement
- **eg12_indoor_and_outdoor_cats.pdf**
- **The Largest Animal Welfare Charity in the UK | RSPCA - RSPCA - rspca.org.uk**

- **Dogs Rehoming & Dog Rescue Charity | Dogs Trust**
- Cats Protection | UK's Largest Cat Welfare Charity
- **Blue Cross | Pets change lives. We change theirs.**
- **The Cost of Living and Pets - PDSA**
- **Animal health and welfare - Portsmouth City Council**
- **Animal activities licensing: statutory guidance for local authorities - GOV.UK**
- RSPCA
- Dogs Trust
- Cats Protection
- Blue Cross
- PDSA
- Portsmouth City Council Animal Health and Welfare

How to feedback

If you have any questions around the policy or would like to know more about its application, please contact the relevant service in the first instance.

You can get this policy in large print, braille, audio or in another language by contacting your Housing Office. More information is available **translation, interpreting and audio information**.

Compliments

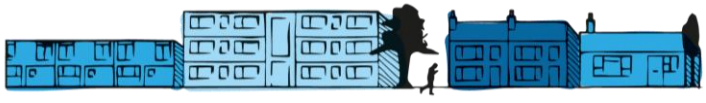
To help us provide the best service we can. We would like to hear customer views on the services that they use. If the customer is pleased with a member of staff or service, please let us know.

- Telephone: 02392 606383
- Email address: **HNBLandlordComplaints@portsmouthcc.gov.uk**

Complaints

If a customer is unhappy, they can refer to our Landlord Complaints Policy.

- Online complaint form at **Make a housing complaint**
- Telephone: 02392 606383
- Email address: **HNBLandlordComplaints@portsmouthcc.gov.uk**



Housing Ombudsman Service

If a customer is unhappy, they can contact the Housing Ombudsman Service for advice and guidance at any time.

- Online complaint form on **the Housing Ombudsman Service website**
- Telephone: 0300 111 3000
- For more information, visit **Housing Ombudsman's Complaint Handling Code**

