



TENANCY MANAGEMENT POLICY

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CHAPTER 1

INTRODUCTION & POLICY STATEMENT

- 1.1 Ardenglen is a community based Housing Association operating in the East of Castlemilk. The Association's Operations Team service tenants on a day to day basis with dedicated Housing staff supporting tenancy management.
- 1.2 This policy combines a number of tenancy issues into one document for ease of reference which will aid tenants throughout their tenancy with Ardenglen.
- 1.3 This policy has been written taking account of the terms contained within the Scottish Secure tenancy agreement, legislation, Scottish Housing Regulatory requirements and best practice guidance.
- 1.4 You can find a list of all reference material at the end of this policy document.

CHAPTER 2

TENANCY CHANGES

SECTION 1

- 1.1 The aim of this chapter is to set out how Ardenglen will manage applications for the following tenancy changes as set out in the Housing (Scotland) Act 2001, as amended by The Housing (Scotland) Act 2014 and in our Scottish Secure Tenancy Agreement:
 - Changes in household members
 - Succession to tenancy
 - Assignment
 - Subletting
 - Single to Joint tenancies
 - Mutual exchange

SECTION 2:

ADDING OR REMOVING A HOUSEHOLD MEMBER

- 2.1 Changes to your household must be reported to us in writing as soon as they happen. If you fail to notify us of who is living with you it could affect future tenancy change requests and rights of succession.
- 2.2 To notify us, you can either complete our standard form by contacting us

or

We will accept notification in writing from the tenant signed by the tenant.

We require the details of all current household members including:

- Full name
- Date of Birth
- Relationship to tenant

- 2.3 The household member will be registered from the date we receive notification.
- 2.4 You will always receive written confirmation from us within 14 days to confirm that our records have been updated.
- 2.5 If a change in household results in an adapted property being used by household members that do not need the adaptations please refer to section 3.5 of this policy

SECTION 3: SUCCESSION TO TENANCY

- 3.1 When a tenant dies household members may inherit the tenancy if they meet qualifying criteria detailed below.

3.2 Application

Any person wishing to apply for succession should check the qualifying criteria first of all. You must apply in writing within 4 weeks of the death of the tenant. Our standard application form should be completed and a copy of the death certificate should be provided along with updated identification & proof of residence for the applicant and household members.

Ardenglen aims to respond in writing to requests for succession within 14 days of the request being made. We may visit you at home to discuss the application in more detail and to complete a property inspection.

3.3 Qualifying criteria

In order to qualify for succession, you must be registered with Ardenglen as living at the property as your only and principal home for at least 12 months prior to the tenant's death. The tenant is responsible for keeping us up to date with changes to household members.

There is one exclusion to this rule - There continues to be **no qualifying period** for the tenant's lawful spouse, civil partner or joint tenant. However, in these cases the property must have been the person's only or principal home at the time of the tenant's death.

Levels of priority

Level 1: lawful spouse, civil partner or joint tenant (no qualifying period) Co-habitee (qualifying 12 month period applies)

Level 2: If no one qualifies at level 1, or a qualified person does not want the tenancy, it may be inherited by a member of the family as long as: he or she is aged at least 16 at the date of death; and the house was his/her only principal home at the date of death (qualifying 12 month period applies)

Level 3: If no-one qualifies at level 1 or 2, or a qualified person does not want the tenancy, it can be inherited by a carer as long as: they are aged at least 16 at the date of death; and the house was their only or principal home for the last 12 months; (qualifying 12 month period applies)

If more than one person qualifies for the tenancy, in any of the priority groups, then the qualifying tenants should come to an agreement about which one will succeed. If no agreement can be reached, then Ardenglen will decide who should succeed.

3.2 Where someone qualifies but does not wish to succeed

You should tell us in writing within 14 days of the death, provide a copy of the death certificate and discuss the removal of belongings and return of keys within 4 weeks of the death.

If keys are not returned within the 4-week period legal advice will be sought and you may be charged for occupying the property.

3.3 Where no-one qualifies but are living at the property

If you do not qualify for succession you will be given housing options advice and encouraged to apply to our waiting list.

All belongings should be removed, and keys handed back within 4 weeks of the death. If keys are not returned, within the 4 week period legal advice will be sought and you may be charged for the duration that you are occupying the property (this would be the equivalent to the monthly rent and this does not give you rights as a Scottish Secure Tenant).

3.4 Exceptional Circumstances

We will consider granting a tenancy if there are non-dependent children in the house and the person (legal guardian), seeking the tenancy will keep the children in the family home. A condition would be that the applicant would need to give up any other permanent accommodation in order to be considered. A short Scottish Secure tenancy may be offered if there is a property to be sold. This would not be treated as a succession to tenancy but the association would consider allocation as a special case per our allocations policy.

We will consider granting a tenancy if you are a full time carer for the person who has passed away and you are residing at the address as you're only and principal home but do not qualify for succession as you do not meet the 12 month qualifying period. We recognise how important the role of a carer is and understand you may have given up your previous home to care for this person. You must not have a live tenancy of your own (this includes a tenancy that you may have recently given notice to end and you are still in the notice period). If you satisfy these conditions, this will not be treated as a succession to tenancy but the association would consider allocation as a special case per our allocations policy.

3.5 Adapted Properties

If the property has been designed or adapted for someone with special needs, then only a qualifying person at level 1 (lawful spouse, civil partner or joint tenant) can succeed to the tenancy. A qualifying person at Level 2 or 3 or indeed a co-habitee under level 1 cannot succeed to an adapted property unless that person has special needs suited to the property.

In these cases, level 2 & 3 applicants and co-habitees under level 1 will be made a maximum of two offers of alternative suitable accommodation within our housing stock. If the applicant does not accept an offer of alternative accommodation we will raise court proceedings to request a sheriff to grant an eviction order. The sheriff would consider whether our actions were reasonable.

The occupant will be required to pay a charge equivalent to the monthly rent whilst they remain in occupation whilst awaiting alternative accommodation or indeed the outcome of a court hearing. This does not give you rights as a Scottish Secure Tenant.

SECTION 4: ASSIGNING A TENANCY

- 4.1 An assignation is when the tenant of a property ends the tenancy and asks for permission to pass the tenancy to another person. The other person takes on all rights and responsibilities of the tenancy including any tenancy debt owed.
- 4.2 Before a tenant can assign the tenancy to someone else, they must apply in writing using our standard form.
- 4.3 The following conditions apply:
 - The house has been the tenants only or principal home for at least 12 months immediately before the application **and**

- The person being assigned the tenancy must have lived in the property as their only or principal home for at least 12 months before the application
 - The 12 month qualifying period cannot begin unless Ardenglen has been told, in writing, that the person is living in the property as their only or principal home.
- 4.4 The association must be satisfied that the person assigning the tenancy fully understands the implications of ending their tenancy and passing it onto someone else. The person taking on the tenancy must fully understand the rights and responsibilities of becoming a tenant. Any rent arrears owed will be assigned to the new tenant.
- 4.5 The person assigning the tenancy with arrears will sign our standard document and will receive a copy of the original tenancy agreement. If there are no arrears a new tenancy agreement will be signed.
- 4.6 We will respond to all requests for assignation within one month of the application date.

SECTION 5: SUB-LETTING

- 5.1 If an Ardenglen tenant wishes to sublet all or part of their tenancy they must apply in writing using our standard form.

The following conditions will apply

- You must have been the tenant of the property throughout the 12 months immediately before you apply to sublet your home, or
 - If you were not the tenant throughout that period, the house must have been the person's only or principal home during those 12 months; and the tenant at that time must have told Ardenglen that the person who wants to sublet the property was living there.
- 5.2 We will respond to all requests within one month of the application date.
- 5.3 The tenant will be required to provide the sub-tenant with a lease, tenancy agreement or occupancy agreement detailing the terms of the sub-let. This should include information on the rent and any other charges payable e.g. Council Tax, the extent of the accommodation the sub-tenant will have use of, behaviour expected and notice period required.
- 5.4 A copy of this agreement must be provided to the association as part of the Application.. This will not be approved without the association being satisfied with the terms of the agreement.

- 5.5 The maximum period for subletting will generally be 2 years, this will be reviewed by the housing officer every 6 months. At the end of the 2 year period you may be required to give notice to end your tenancy unless there are exceptional circumstances and we may agree an extension.
- 5.6 The applicant who is subletting will be offered advice 3 months before the 2-year period comes to an end. They may wish to complete a housing options interview to be considered for housing in their own right.

SECTION 6: JOINT TENANCIES

- 6.1 Before a single tenant can add a joint tenant to their tenancy agreement the tenant must apply to us for permission using our standard form.
- 6.2 The following conditions will apply:
- The proposed joint tenant must have lived at the property as their only or principal home for the 12 months before the application was made; and
 - The 12 month period cannot begin unless Ardenglen has been told by the current tenant, in writing, that the person is living in the property as their only or principal home.
- 6.3 We will respond to all requests within one month of the application date.
- 6.4 If approved, a new tenancy agreement will require to be signed by both parties.

SECTION 7: MUTUAL EXCHANGE

- 7.1 We will not unreasonably refuse permission for you to exchange your home.
- 7.2 Both applicants should be Secure or Short Secure tenants of either a local authority or another registered social landlord.
- 7.3 Applicants must have held their tenancy for a period of at least 12 months before they are eligible to apply for a mutual exchange.
- 7.5 Consent must be granted from both landlords. Both applicants must apply in writing to each of the landlords involved. Ardenglen has its own application form. Where both tenants are the tenants of Ardenglen, they must both apply to Ardenglen.
- 7.6 Home visits will be carried out to assess property condition or we may request a video from you to confirm the current condition.
- 7.7 Applicants should make their own arrangements to view each other's property.

- 7.8 If approved, both parties need to agree a date of entry and arrange to move in the same day.
- 7.9 Ardenglen will only be responsible for carrying out gas and electrical safety checks prior to entry and will not carry out any other repairs as you are accepting the property at its current standard.
- 7.10 We will respond to all requests within one month of the application date.

**SECTION 8:
REASONS FOR REFUSAL OF ASSIGNATION'S, JOINT TENANCIES,
SUBLET'S & MUTUAL EXCHANGES**

- 8.1 Ardenglen will not withhold permission to change a tenancy unreasonably but may refuse under the following grounds contained within the Housing (Scotland) Act 2014.

Tenancy related arrears

The applicant owes the association, or another landlord, a tenancy related debt such as rent or rechargeable repairs and the debt is equivalent to more than one month's rent, and the applicant has not kept to a repayment arrangement for a 3 month period.

The existing tenant has been served a Notice of Proceedings for rent arrears

Anti-social behaviour

You have been evicted for anti-social behaviour in the last 3 years

There is an anti-social behaviour order against either the current tenant or the incoming tenant(s)

The existing tenant has been served a Notice of Proceedings for anti-social behaviour.

Abandonment & eviction

Where an eviction has been granted or has taken place in the last 3 years. Or the applicant has abandoned another tenancy within the last 3 years.

Property unsuitable for applicants needs

The house is designed or specially adapted for persons with special needs and the applicant does not need this type of property.

Overcrowding

The house belonging to Ardenglen would be overcrowded. Overcrowding will be defined in terms of the guidance contained within the Associations allocation policy which can be found at www.ardenglen.org.uk

Under occupation

Where granting the application would result in under-occupation by more than one bedroom.

Financial Gain

It appears to the landlord that the tenant is to receive a payment for the tenancy change or there is an unreasonable rent or deposit.

Repairs

We intend to carry out work in the house or the building of which, the house forms part which would affect the part of the house connected with the proposed change.

Other

For Assignment purposes - If proposed assignee is not a person who would get "reasonable preference" in normal allocation

Non-Statutory Reasons for refusal

In addition to the statutory reasons stated above, the association may refuse if one or more of the following reasons apply:

- Where the association finds it to be reasonable and in the interests of its other residents and local community to refuse the application.
- Where there is insufficient information to proceed with the application.
- Where you have knowingly misled the association regarding your circumstances.
- You or a member of your household, has threatened or been violent to a member of staff or other residents
- Your landlord or previous landlord confirms that there are complaints about you or a member of the household, behaving in an anti-social way
- The police confirm that you or a member of your household is guilty of crime in the local area, such as drug dealing, burglary, muggings and harassment

- Where there are reasonable grounds for believing that the applicant or members of the household, if re-housed, would cause any serious problems to other tenants, neighbours or staff, or damage the association's property.

CHAPTER 3 - ADAPTATIONS

SECTION 1

INTRODUCTION & BACKGROUND

- 1.1 The purpose of this chapter is to explain how Ardenglen can help tenants to remain in their homes when the physical needs of someone in the household changes.

SECTION 2

AIMS & OBJECTIVES

- 2.1 The association are responsive to the particular needs of applicants and the changing needs of existing tenants, and we adapt our properties efficiently to meet these needs. We have good records about the adapted houses we own.
- 2.2 Wherever possible we provide adaptations to enable tenants to stay in their own accommodation rather than moving to a new house
- 2.3 To work jointly with appropriate agencies to provide a streamlined adaptations service e.g. social work department, occupational therapists and disabled housing persons service
- 2.4 To look at both adaptations to existing properties as needs change and also ensure that our development programme will increase the stock that can meet the varied needs of disabled people e.g. through barrier free and wheelchair housing standards
- 2.5 To look at each application on a case by case basis and develop a system of installation by priority need
- 2.6 To maximize use of adaptations by attempting to relet properties to applicants with a need for such adaptations
- 2.7 To set down timescales and procedures to provide information to tenants and other agencies

SECTION 3

WHAT IS AN ADAPTATION AND HOW DO I APPLY?

- 3.1 Adaptations are permanent or semi permanent changes to a house and are classified as follows;
- Temporary adaptations – Temporary adaptations are those that may be removed from the property or redeployed when no longer required e.g. stair lifts. The funding for temporary adaptations is the responsibility of social work services.
 - Permanent adaptations - Permanent adaptations are those that are intended to remain in the property
 - Minor adaptations – A minor adaptation is defined as a change that does not affect the overall structure of the dwelling e.g. handrails, lever handles
 - Major adaptations - Major adaptations are defined as permanent structural changes to the dwelling e.g. widening doors, kitchen adaptations, wet floor bathrooms.
- 3.2 There are three stages at which an adaptation may be installed in a property. Stages one and two are processed as part of the development programme in line with Scottish Homes guidance note 2001/02
- 3.3 Stage Three adaptations are works to adapt a house to suit the changing needs of an existing tenant, where it could not reasonably have been identified when the property was originally provided. **This chapter describes how Ardenglen will deal with applications for Stage Three adaptations.**
- 3.4 A request for an adaptation will normally be as a result of a completed assessment by an occupational therapist which is signed by the tenant. A referral to the occupational therapist can be made in the following ways;
- Self referral by the individual
 - Referral by the landlord
 - Referral by family members or other concerned individuals e.g. home helps or support providers
- 3.5 In the case of minor adaptations the association will consider self assessments by tenants and their carers. This is in an attempt to cut down on long waiting lists for assessments. The housing manager and maintenance manager will consider on a case by case basis

SECTION 4

ELIGIBILITY AND PRIORITISING APPLICATIONS

- 4.1 If a tenant or other member of a household has changing needs, which makes it difficult to perform routine daily tasks, within the home, they may qualify for an adaptation. Any requests for adaptations will be considered given that the house was suitable for an individual's needs at the time of allocation.
- 4.2 There may be some circumstances that the association will decide that installation of a major adaptation will not be carried out. Examples of such situations are as follows;
- There are proposals planned for demolition and timescales for clearance have been identified
 - Technical or planning requirements make an adaptation unviable
 - The suitability of the property to meet the tenant's current and future needs given the likely medical prognosis of an individual
 - The tenant's desire to stay in their current accommodation and the likely availability of more suitable accommodation within identified timescales
- 4.3 The housing officer will make the decision on eligibility. Where there is doubt over an application this will be discussed with the Operations manager and occupational therapist and a decision will be made by them
- 4.4 If an adaptation request is refused, the tenant and the occupational therapist will be notified in writing the reasons for the decision and given advice on how to appeal if this is required
- 4.5 Where a request is refused, the association will make every effort to assist the individual to seek more suitable accommodation with a variety of housing providers and also consider funding removal expenses.
- 4.6 Applications will be dealt with in the order in which they are received providing there is funding available. If there is a funding shortage, adaptations will be carried out on a priority system which has jointly been agreed with social work department. The priorities are defined as follows;
- Priority one cases – Client unable to carry out essential daily activities with or without a carer. High probability of requiring admission to care if service not provided. Services essential to enable hospital discharge.

- Priority two cases – Client has difficulty in carrying out essential daily activities and has no regular support. Reasonable probability of breakdown in living arrangements if service not provided. Services required to prevent deterioration in health. Services required enabling the normal development of children. Time limited response required by other agency
- Priority three cases – Client has difficulty in carrying out essential daily activities but has suitable support available. Facilities required to promote independence of disabled or elderly person. Facilities required to prevent needs for more costly alternatives
- Priority four cases – Services to promote quality of life, additional to essential requirements

CHAPTER 4 - ABANDONMENT OF PROPERTY

SECTION 1

INTRODUCTIONS & POLICY AIMS

- 1.1 The purpose of this chapter is to outline how the Association deals with abandoned properties belonging to the Association.
- 1.2 The overall aim is to identify, repossess and re-let properties as quickly as possible in order to minimise the rent loss resulting from abandoned properties. The specific objectives are to:
- determine whether a property is abandoned;
 - make the best use of its housing stock by ensuring empty abandoned properties are able to be re-let quickly and minimise the time a property is unoccupied;
 - reduce estate management problems arising from an unoccupied property;
 - minimise the potential rent loss;
 - mitigate against property vandalism costs; and
 - protect the rights of tenants and the Association when repossessing a property

SECTION 2

ABANDONED PROPERTY NOTICES

- 2.1 There are two notices that Landlords are required to serve on a tenant before the tenancy can be ended and the house recovered. The notice to terminate the Scottish Secure Tenancy and the termination of Scottish Secure Tenancy.

- 2.2 The Association will also investigate in the period between the serving of the abandonment notices as part of our on-going efforts to trace and contact the tenant.
- 2.3.1 1st Notice - The Notice to Terminate the Scottish Secure Tenancy. This notice must be served on the tenant at the address that appears to be abandoned and should be hand delivered by two members of staff
- 2.3.2 2nd Notice - Termination of Scottish Secure Tenancy. If the tenant fails to respond in writing to the notice to terminate the tenancy to confirm that they intend to occupy the dwelling house as his/her home within the four week since the first Notice was served, then the second Notice should be served. The serving of the second notice formally ends the tenancy and is the date of termination for the tenancy.

SECTION 3 **TENANT'S RECOURSE TO COURT**

- 3.1 Where a tenant is aggrieved by the termination of tenancy under section 18 of the Housing (Scotland) Act 2001 they can raise proceedings under Section 19 in the Sheriff Court within six months of the termination date.
- 3.2 If the Sheriff finds that the Association:
- a) failed to comply with the provisions of the Act or;
 - b) did not have reasonable grounds for finding that the dwelling house was abandoned.

The Sheriff can order that the Scottish Secure Tenancy continue. Where the house has been re-let by the Association the Sheriff can instruct the Association to provide other suitable accommodation. Suitable accommodation is defined in Part 2 of schedule 2 of the Act.

- 3.3 Where a joint tenant is aggrieved by the termination of their interest in the tenancy they can also raise proceedings under Section 21 in the Sheriff Court, within eight weeks from the termination date.

SECTION 4 **PROPERTY FOUND IN ABANDONED HOUSE**

- 4.1 As required by the Scottish Secure Tenancies (Abandonment Property) Order 2002 we will take into our possession and safekeeping any property found within the house as long as the estimated value of the property is greater than the cost of storing plus any rent or other arrears that the tenant owes to the Association in relation to their tenancy.
- 4.2 Items will not be store in excess of 6 months or for a period where the cumulative cost of storage and debts owing to the association is greater than the value of the property stored.

- 4.3 In the event that the tenant makes contact during the storage period the tenant will be charged for the Association's costs incurred in the removal and storage of their belongings and will be given 14 days to arrange payment and collection of all items.

CHAPTER 6 – PET POLICY

SECTION 1 **INTRODUCTION**

- 1.1 Under the terms of the tenancy agreement tenants have a right to enjoy their home. The Association aims to ensure tenants are free to make their own lifestyle choices. For some tenants, this may include keeping a pet which can offer significant health and social benefits to their owners.
- 1.2 Irresponsible pet ownership can cause nuisance to other tenants and staff, and suffering for the animal. This policy has been created with the intention to facilitate the effective management of pets, ensuring that all reasonable steps are taken to comply with the Equality Act 2010, Animal Health and Welfare (Scotland) Act 2006 and all other relevant legislation.

SECTION 2

AIMS & OBJECTIVES

- 2.1 The main objective of the Pets Policy is to ensure that measures and procedures enable tenants to keep pets, whilst ensuring that others are not adversely affected by this. The Association aims to encourage responsible pet ownership and ensure that issues of pet nuisance, cruelty or neglect are dealt with appropriately and effectively.
- 2.2 The policy will specify the following:
- Conditions under which tenants will be granted permission to keep pets.
 - Instances where permission will not be granted.
 - Action to be taken where conditions are broken.

SECTION 3

LEGISLATIVE FRAMEWORK

- 3.1 There are a number of pieces of legislation which inform the Association's Pets Policy. These are list;

SECTION 4

DEFINITION OF A DOMESTIC PET

- 4.1 The term domestic pet covers dogs, cats, fish, caged birds, rodents (e.g. hamster, gerbil, rat or mouse), small non venomous reptile (e.g. terrapin or tortoise), non-venomous insect or amphibian (e.g. newt) or rabbit.
- 4.2 Pigeons are not classified as domestic pets and permission will not be given to keep these within a residential dwelling including within the balcony or loft areas.

SECTION 5

NUMBER & TYPE OF PET

- 5.1 The normal standard will be no more than 1 or 2 pets (depending on type, size etc.) Each request will be looked at individually taking into account the needs of the service user, size of property, surrounding area and species of pet.
- 5.2 Requests for pets which would normally be housed externally such as rabbits, will be assessed on its merits and may be granted depending on local circumstances and the size of the hutch required in relation to garden ground or property size if it is proposed the pet will be kept indoors.
- 5.3 Requests to erect a larger structure, for example a dog run, kennel, aviary or pigeon loft, will be considered in relation to garden size and possible neighbour nuisance. Ardenglen may discuss such proposals with adjacent neighbours prior to consent being given.
- 5.4 The keeping of pets on a balcony will not be permitted.
- 5.5 Permission must be requested for large fish tanks. The size and weight of the fish tank when full of water will be taken into consideration, especially where the tenant lives in flatted property.

SECTION 6

APPLICATION ASSESSMENT

- 6.1 Tenants, both new and existing, must request permission from the Association to keep any uncaged domestic animal, such as a dog or cat, or for any exotic species of animal or reptile. Permission is required for pet keeping on both a temporary and permanent basis. On receipt of an application we will;
- Assess the request and decide if permission will be granted;
 - Keep a record of what animals are being kept by the tenant;
 - Issue the tenant with a standard agreement on pet ownership which will be signed by the tenant;
 - Remind tenants of their responsibilities in relation to keeping a pet.

6.2 Our application assessment process will focus on the following criteria

- Any potential for disturbance, nuisance or distress that the pet may cause to neighbours
- The size and type of accommodation where the pet is to be kept
- The number and type of pets already in the property
- Any history of pet-related problems within the property or within the relevant locality
- Whether the tenants has had pets before and has been unable to look after them properly without causing a nuisance or annoyance to others
- Whether the pet will be kept for breeding purposes.

SECTION 7

RESTRICTIONS TO KEEPING PETS

7.1 Tenants will not be granted permission to keep a dog which is prohibited by the Dangerous Dogs Act 1991 or by any other Statute or Regulation. The current list includes:

- Pit Bull Terrier;
- Dogo Argentino;
- Fila Brasileiro;
- Japanese Tosa.

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

7.3 Permission will not be granted if a tenant already has the maximum permitted number of pets.

7.4 Permission will not be granted for a tenant to keep a pet where Ardenglen receives advice that the environment is unsuitable.

7.5 If a tenant is considered a to be unfit to look after the welfare of a pet and fulfil their responsibility for keeping it under control, permission will only be granted where the tenant can evidence that alternative arrangements will be put in place. Permission will not be granted if the Association is of the opinion that the pet would be at risk of suffering.

7.6 We will consider any history of pet ownership the tenant may have, either in an Ardenglen tenancy or that of another landlord, when reaching its decision. Permission may be refused where records show a previous history of neglect or cruelty; or instances of irresponsible pet ownership, such as failure to control an animal.

7.7 Before reaching a decision, the Association would refer to any guidelines available from professionals such as vets, animal charities, or groups such as

the Pet Advisory Committee, the Pet Health Council, the Dog Trust or the Cat Protection League.

SECTION 8

SUPPORT DOGS

- 8.1 Permission to keep a support dog will be granted where a disabled tenant requests it and the animal has been provided by a recognised agency (such as Guide Dogs for the Blind, Support Dogs or Dogs for the Disabled). Where the property is not usually suitable for keeping a dog, a transfer to an appropriate property may be offered. In some circumstances a tenant may be given permission to keep a support dog in a property which would not usually be suitable for keeping dogs.

SECTION 9

CONDITIONS TO GRANTING PERMISSION

- 9.1 Permission will normally be granted for one such pet, subject to the following conditions:
1. The tenant returns the signed Pets Agreement to the Association.
 2. 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 nuisance or annoyance to neighbours, visitors, Association staff or contractors. This includes fouling, noise and odours from pets. Dogs must always be kept on a short lead in common areas, shared gardens and Association grounds, and are not permitted out with a tenant's property unaccompanied.
 3. Tenants must ensure their pets do not cause damage or deterioration to their own, their neighbours', or any other Association owned property; any common parts; or any garden or landscaped areas. This includes damage caused by pet fouling. The Association will require that any such damage is either made good by the tenant, or be treated as a rechargeable repair.
 4. Tenants are responsible for cleaning up dog or cat faeces immediately and should ensure that dogs are not permitted to urinate in communal areas. It is recognised that due to the independent nature of some cats, it may not always be possible to clean up faeces immediately, but every effort should be made by cat owners to ensure their cat does not cause a nuisance to others.
 5. Tenants are legally responsible for the health and welfare of any pet and they must ensure it has a suitable environment; a suitable diet; receives sufficient exercise; is able to exhibit normal behaviour patterns; and is protected from

pain, suffering, injury and disease. The animal's need to be housed with or apart from other animals should also be considered.

6. Tenants must ensure that their pet is registered with a vet and receives standard routine healthcare, such as vaccinations and regular parasite control measures, as well as appropriate treatment for any illness.
7. Tenants will agree to responsible pet ownership and agree to neutering and microchipping their animals where appropriate to do so.
8. Tenants must make suitable provision for a pet should they become unable to take care of it, either on a temporary or permanent basis. In such circumstances, if this has not been arranged, staff will contact the appropriate authorities to arrange for the care of a pet and the tenant will be liable for any charges arising from this.
9. Tenants must not normally leave any pets alone in the property for any prolonged period of time if they are away, and never overnight, unless clear, suitable arrangements have been made to provide adequate care. In general, pets would require to be boarded elsewhere.
10. Tenants are prohibited from breeding or selling animals on a commercial basis from any Ardenglen owned property.
11. Tenants must ensure that animals are exercised away from common areas, in particular back court spaces.
12. The Association will reserve the right to impose any other reasonable condition on a specific case where it is felt to be appropriate in the interests of other tenants, staff, or the animal itself.

SECTION 10

ACTION TAKEN IF CONDITIONS ARE BROKEN

- 10.1 If any of the conditions within the Tenancy Agreement or the signed Pet Agreement (or any other particular conditions which have been imposed for a specific case) are broken, appropriate action will be taken as detailed below.
- 10.2 The Association will investigate any issues raised according to the Neighbour Disputes Policy, the Estate Management Policy or the Complaints Policy as appropriate. Where a complaint is upheld following investigation, the tenant will be given the opportunity to rectify the situation, and undertake remedial action as agreed with the Association.

- 10.3 Where required the Association will aim to ensure that tenants receive advice and support on pet management issues necessary to help them keep their pet and resolve any problems to the satisfaction of all parties concerned.
- 10.4 The Association will reserve the right to withdraw its permission and require the removal of a pet where remedial action fails to resolve an issue and no other solution is available. In such cases, the tenant must make arrangements for the pet's permanent removal from the property within two weeks of the permission being withdrawn.
- 10.5 Legal action, in the form of an interdict requiring a tenant to cease keeping the animal, would only be taken as a last resort where a tenant refused to co-operate to address concerns in relation to a pet; or where a problem could not be managed and no other course of action was available.
- 10.6 If pets are found to have been left behind in a property when a tenancy has ended, the Association would contact the appropriate authorities to arrange for their safe removal and care and any associated costs recharged to the outgoing tenant.
- 10.7 If it has been found that a tenant has neglected a pet's welfare, or mistreated or caused unnecessary suffering to a pet, then the Association will notify the appropriate authorities. Where this is brought to the attention of the Association by a third party, then they will also be advised to report it to the appropriate authorities. In such cases, permission to keep a pet in Association property will be withdrawn and never granted again at any time.

SECTION 11

KEEPING A PET WITHOUT PERMISSION

- 11.1 If a tenant is found to be keeping an uncaged pet or pets without the Association's permission, then they must apply for permission within two weeks.
- 11.2 Normally permission will be granted, unless one of the categories listed at section 7 applies. Where permission is granted, the tenant must agree to abide by the conditions set out within the tenancy agreement and the Pets Agreement.
- 11.3 Where permission is refused, the tenant must make arrangements for the permanent removal of the pet within two weeks. Failure to comply may result in legal action being considered.

CHAPTER 6

APPEALS, EQUAL OPPORTUNITIES & POLICY REVIEW

6.0. Appeals Process

6.1 All tenants have the right to appeal against a decision made by Ardenglen in connection with their tenancy. The appeal should be made in writing within 28 days of the refusal.

6.2. Equal opportunities

6.3 The Association aims to promote equality and diversity and operate equal opportunities policies which inform all aspects of its business. It will ensure that it adheres to the Equality Act 2010 by being committed to equal and fair treatment for all and opposed to any form of unlawful discrimination.

6.4 Policy review

6.5 This policy will be reviewed on a three yearly basis and more frequently if circumstances require. The review will assess the effectiveness of the policy and identify any changes which may be required. As part of this review, consultation will take place with both staff and tenants to ensure account is taken of operational issues and the opinions of Association tenants.

CHAPTER 7 – REFERENCE MATERIAL

8.1 The following documents have been referred to in the creation of this policy and inform our staff procedures:

- Scottish Social Housing Charter <https://www.housingregulator.gov.scot/>
- The Housing (Scotland) Act 2001, as amended by The Housing (Scotland) Act 2014 <https://www.legislation.gov.uk/asp/2001/10/2005-07-01> and <https://www.legislation.gov.uk/asp/2014/14/part/4/enacted>
- The Equality Act 2010 <https://www.gov.uk/guidance/equality-act-2010-guidance>
- 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. <https://www.legislation.gov.uk/asp/2006/11/contents>
- 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. <https://www.legislation.gov.uk/ukpga/1991/65/contents>

- 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. Licences are required from the local authority for any animal which appears on a schedule to the Act. <https://www.legislation.gov.uk/uksi/2007/2465/schedule/made>
- Control of Dogs Order 1992
<https://www.legislation.gov.uk/uksi/1992/901/article/4/made>
- Dog Fouling Scotland Act 2003
<https://www.legislation.gov.uk/asp/2003/12/section/6>
- Control of Dogs (Scotland) Act 2010 <https://www.gov.scot/publications/updated-guidance-control-dogs-scotland-act-2010/pages/9/>
- The Microchipping of Dogs (Scotland) Regulations 2016
<https://www.legislation.gov.uk/sdsi/2016/9780111030073/regulation/12>