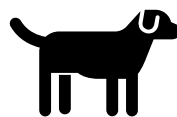




Temporary Accommodation Pet Policy



Introduction

This policy outlines Tunbridge Wells Borough Council's approach to giving residents of temporary accommodation permission to have pets.

It is widely accepted that pets provide people with companionship. The Council recognise the benefits that having a pet can bring but we must ensure that there are controls in place to prevent irresponsible pet ownership which can cause suffering to animals, nuisance to other residents and damage to accommodation.

The Homelessness Code of Guidance for Local Authorities (30th May 2025) Chapter 17, states that when assessing the suitability of accommodation:

“Housing authorities will need to be sensitive to the importance of pets to some applicants, particularly elderly people and rough sleepers who may rely on pets for companionship. Although it will not always be possible to make provision for pets, the Secretary of State recommends that housing authorities give careful consideration to this aspect when making provision for applicants who wish to retain their pet”.

Aims and Objectives

The aim of this policy is to promote responsible pet ownership in the Council's owned, leased and procured temporary accommodation and to make sure they do not cause a nuisance to other residents or cause damage to accommodation.

This policy will assist us to make consistent decisions when giving residents permission to keep a pet and how to deal with reports of pet nuisance and / or animal welfare concerns within temporary accommodation.

Animal Welfare Act 2006

The above act requires pet owners to meet 5 welfare needs of their pets, including:

1. Somewhere suitable to live
2. A proper diet, including water
3. The ability to express normal behaviour
4. Any need to be housed with, or apart, from other animals
5. Protection from, and treatment of, illness and injury

Dangerous Dogs Act 1991 section 1

It is an offence to keep specific breeds of dogs, which have not been granted an exemption certificate. The council will not give permission for any of the following banned breeds of dogs;

- Pit bull terrier
- Dogo argentine
- Fila brasileiro
- Japanese tosa
- American XL Bully
- Any dog, who in the opinion of the Secretary of State, was bred for fighting, or has the appearance of a dog bred for fighting.

Where a banned breed has been granted a certificate of exemption, evidence will need to be provided of the exemption in advance on any permission being granted and the conditions of the exemptions are kept.

Dangerous Wild Animals Act 1976

The above act is designed to protect the public and safeguard the welfare of the animals. Licences are required from the council for any animal that appears on a schedule of the act.

The Council will not permit any dangerous wild animal as covered by the Dangerous Wild Animals Act 1976 in temporary accommodation.

Equalities Act 2010

A service animal is defined as an animal, primarily dogs, 'who are highly trained to assist individuals with disabilities or medical conditions, providing practical support and companionship'. They are not considered pets but rather auxiliary aids, receiving specialised training to carry out specific tasks such as alternate to seizures, guiding visually impaired individuals or helping with daily activities like opening doors.

Key aspects of service animals in the UK include:

Training – Service animals undergo extensive training, often by specialised organisations or their owners to perform specific tasks related to their handler's disability.

Public Access – Under the Equalities Act 2010, service animals are granted access to public places even if they are not pet-friendly, meaning they cannot be denied entry to restaurants, shops, public spaces and other venues.

Identification – While not legally required, many assistance dogs are identified by a harness or jacket, and some handlers carry identification booklets with details about the dog and training organization.

Types of Assistance – Assistance dogs can be trained to help with a wide range of tasks, including guiding visually impaired individuals, alerting to medical conditions like seizures or low blood sugar, or assisting with mobility and dexterity issues.

Distinction from Emotional Support Animals – Emotional support animals (ESAs) are not defined in the Equality Act 2010 and do not have the same legal rights as assistance dogs. ESAs offer companionship and comfort, but they are not task-trained to the same extent.

Service animals will always be permitted in temporary accommodation but emotional support animals will be considered on a case by case basis. Evidence of the service animal will be requested by the Tenancy Officer.

Our Approach – Exotic Pets & Energy Use

All the Council's temporary accommodation licences state that households must obtain permission from their Tenancy Officer to keep a pet and that permission will not be unreasonably withheld.

Permission should be requested prior to occupation in temporary accommodation.

When considering whether to give permission, the council will take the following into consideration:

- The ownership of the accommodation (e.g. owned, leased or daily licenced)
- Size and type of animal that permission is being requested for
- Type and size of property
- Whether the property has a private garden
- Whether there are issues relating to property condition or irresponsible pet ownership
- Whether there are any current or previous issues relating to nuisance
- Whether permission has already been granted for other pets in the property

Where permission is granted, permission will generally only be granted for the following animals:

- Domestic cats if they are neutered and microchipped.
- Domestic dogs if they are micro chipped, vaccinated and third party liability insurance is in place.

- Fish in a small aquarium
- Small birds in cages
- Rabbits, hamsters, guinea pigs, gerbils and domestic mice and rats in small cages
- Reptiles in a small vivarium

We will not grant permission for the following;

- Running a kennel or cattery business from temporary accommodation
- Aviaries of birds
- Poisonous spiders, reptiles, insects or snakes
- Farm animals including chickens, pigs, sheep, horses, cattle
- Dogs listed in the Dangerous Dogs Act 1991 (*unless certificate of exemption has been granted*).
- Animals listed in the Dangerous Wild Animals Act 1976

Where permission is granted for a reptile in a small vivarium, the Council will look to agree a small service charge for the increased energy costs.

Giving Permission

Where permission is granted, the Council will ask the household to sign a 'Pet Agreement' which will set out the conditions that need to be met (please see the appendix of this document for the template agreement).

Refusing Permission

Where a household requests permission for a pet and this is refused, the Tenancy Officer will explain the reasons for refusal.

Where we receive complaints about nuisance caused by pets and the household has not requested permission in line with their licence agreement, they will be required to request permission retrospectively.

We will not give permission on the following grounds:

- Where a household already has the permitted number of pets (to be assessed by the Accommodation Team Leader)
- Where the household has a previous history of anti-social behaviour
- Where there is a previous history of animal welfare issues
- Where the condition of a resident's home means it is not suitable for a pet
- Where the pet is pregnant

Withdrawing Permission

In all instances, the Council's Tenancy Team will investigate reports of nuisance or anti-social behaviour caused by pets and encourage pet owners to resolve the issue.

We will withdraw permission for a pet in the following circumstances:

- Roaming animals
- Persistent noise nuisance or odours
- Allowing pets to foul without removing and disposing of waste
- Aggressive animals
- Damage to accommodation
- Flea and vermin infestation

Appeals

Wherever an adverse decision is made (e.g. permission refused or permission withdrawn), applicants are able to appeal. The appeal will be dealt with by the Accommodation Team Leader or Housing Options Manager. The appeal should be submitted within 21 days of the date of the decision. The Council will respond to all appeals within 14 days from request.

Applicants will also be advised of the Council's Complaints Procedure that is available to any applicant who is not satisfied with the way in which their case has been dealt with. Details of the Complaints Procedure is available from the Tunbridge Wells Borough Council website.

Unauthorised Pets and Enforcement Action

Where the Council discover that a household has a pet without obtaining permission and permission is not granted, the household will be required to re-home the pet.

Where it is found that a breach of occupancy conditions have occurred, and no effort is made by the household to resolve the problem, a written warning will be issued, following by a notice to quit where the animal is not removed within the required timeframe.

Appendix - Pet Agreement Template

Tunbridge Wells Borough Council Temporary Accommodation Pet Agreement

This Agreement is made on the

(Date)

Between **Tunbridge Wells Borough Council**

And

(Applicant)

And

(Partner/Spouse)

Temporary Accommodation Address:	
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Type of Pet:		Breed of Pet:	
Name of Pet:		Age of Pet:	

Description of Pet:	
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Vet Name & Address:	
Emergency Contact Details:	

1. I/We understand that TWBC have used their discretion to allow us to have our pet at the temporary accommodation address listed above.
2. I/we understand that we are required to provide evidence that the pet is being treated regularly for fleas (*for cats and dogs only*).
3. I/We understand that I must provide evidence of all vaccinations/immunisations and microchipping for my pet (*for cats and dogs only*).
4. I/We understand that I must provide evidence of third-party liability insurance for my pet (*for dogs only*).

5. I/We understand that I must not leave my pet alone for long periods of time in temporary accommodation *(for cats and dogs only)*. If I am found to have left my pet alone in temporary accommodation for a long period of time, permission may be withdrawn by the Council.
6. I/We will ensure that my pet is kept at a safe distance whenever a contractor or Tenancy Officer visits my temporary accommodation. I understand that failure to do so may result in permission to keep a pet being withdrawn.
7. I/We understand that it is an offence to keep specific breeds of dog and that permission to keep a pet will be withdrawn by the Council if I am found to be in possession of a pet listed under the Dangerous Dogs Act 1991 *(without a valid exemption certificate)*.
8. I/We understand that the Council will not permit any dangerous wild animal as covered by the Dangerous Wild Animals Act 1976 in temporary accommodation. If I am found to be in possession of a dangerous animal, permission to keep a pet will be withdrawn and possession action may be taken against me.
9. I/We understand that permission to keep a pet is only granted for the address listed in this agreement and permission will be reconsidered if I move to alternative temporary accommodation.
10. I/We accept full responsibility for my pet and understand that I should keep them from causing any disturbance to others at the property.
11. I/We accept full responsibility for my pet and understand that we must keep our accommodation in a good condition and always clean up after the pet.
12. I/We understand that any damages caused by my pet may lead to repair costs being recharged to me once I leave the property.
13. I/We understand that no hard wear much be installed in my accommodation without permission from my Tenancy Officer *(e.g. dog gates or kennels)*.
14. I/We understand that permission may be withdrawn if reports are received of nuisance or anti-social behaviour.
15. I/We understand that my temporary accommodation may be terminated if I fail to adhere to the Pet Agreement.

Signed: (Applicant)	Date:
Signed: (Partner/Spouse)	Date:
Signed: (Tenancy Officer)	Date: