Pets Policy

1. Purpose

This policy explains how HOME in PLACE manages requests for pets and the conditions under which HOME in PLACE will usually grant permission for a tenant to keep a pet.

2. Scope

This policy applies to all tenancies managed by HOME in PLACE in Australia.

3. Policy Statement

HOME in PLACE will manage pet requests in a fair, consistent and transparent manner and apply the following guiding principles:

- HOME in PLACE understand that a pet can positively impact a person's wellbeing;
- HOME in PLACE will give fair consideration to each request; and
- HOME in PLACE will ensure that pets don't unreasonably impact on neighbours or the community.

HOME in PLACE considers a household pet to be a small pet such as a dog, cat, caged bird/s, fish in a small tank or a small mammal like a rabbit or guinea pig. HOME in PLACE does not consider poultry (chickens & other fowl), livestock or exotic animals to be a household pet, therefore tenants are not permitted to keep these types of animals in its properties.

HOME in PLACE does not encourage the ownership of reptiles and insects due to the specialised nature of their care and living conditions. Tenants approved to keep such animals must have the required licences and must demonstrate they have adequate knowledge to meet the care and welfare needs of the animal, including the provision of a suitable environment.

Requesting permission to keep a pet

If a tenant wants to have a pet, they are required to request permission by completing a "Request for Pet or Animal Form". The form asks for specific information about the pet and must be fully completed to be considered.

If a tenant lives in a leasehold property, HOME in PLACE will not allow the tenant to have a pet unless the landlord/owner gives HOME in PLACE permission as the head tenant.

When assessing a request, HOME in PLACE will consider the following, this is not an exhaustive list and other factors may be taken into consideration:

- The type of animal

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- The type of property
- Suitability of the property
- The history of the tenancy
- Hardship factors
- Registration/micro-chipping/immunisation of the animal
- Compliance with the terms of the residential tenancy agreement and, if applicable, strata by-laws and any other relevant legislation
- Any requirements of the relevant local council

Under no circumstances will HOME in PLACE approve the keeping of a dangerous or menacing animal.

Foster Care and Wildlife Rescue

On application, HOME in PLACE may approve a tenant's application to undertake fostering or wildlife rescue from the home. For approval to be granted, HOME in PLACE must be satisfied that the general factors for approval are met, and that the tenant is appropriately certified and licenced by registered agency that is authorised to provide such certification.

HOME in PLACE may withdraw this permission at any time. See *'Withdrawing permission to keep a pet'* for more information.

Responding to requests

HOME in PLACE will respond, in writing, to requests within 14 working days of receiving the request, unless further documentation has been requested or we are waiting on a response from the landlord/owner, strata manager or council. The letter will provide reasons for the decision.

- Grounds for refusing a pets can include;
- Keeping the pet would exceed a reasonable number of animals being kept at the property;
- The property is unsuitable for keeping the pet: i.e. there is lack of appropriate fencing, open space or other things necessary to humanly accommodate the pet;
- Keeping the pet is likely to cause damage to the property;
- Keeping the pet would pose an unacceptable risk to the health and safety of the household, neighbours or community (i.e. the animal is venomous, or has been declared as a dangerous or menacing dog by the relevant local council);
- Keeping the pet would contravene a state or federal law or body corporate by-law;
- The tenant has not agreed to reasonable conditions proposed by the landlord for approval to keep the pet; and
- The animal stated in the request is not a 'pet' (i.e. exotic animal without appropriate licences, or animals in contravention of local council regulations).

Tenant responsibilities

When permission to have a pet is granted, tenants are responsible for:

- Caring for the pet;
- Keeping the property clean and tidy and disposing of animal waste regularly;

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- Meeting the terms of their residential tenancy agreement and making sure the pet does not interfere with the reasonable peace and enjoyment of their neighbours;
- Following any relevant local council regulations;
- Complying with any relevant legislation relating to the pet;
- Keeping the animal under control and on a leash (dogs) while in the common area of properties;
- Keeping the animal within the boundaries of the property;
- Appropriately restraining the animal for property inspection or while contractors are undertaking repairs at the property;
- Keeping cats inside and not allowing them to stray; and
- HOME in PLACE may request tenants have any carpet professionally cleaned and/or the property fumigated as per the residential tenancy agreement.

Assistance Animals

As defined by the Disability Discrimination Act 1992, assistance animals are specially trained to alleviate the effects of a person's disability. Each state of Australia has legislation and regulatory schemes governing assistance animals.

HOME in PLACE will approve reasonable requests made for assistance animals that have been registered under the relevant state laws.

Approval for applications made by tenants that reside in leasehold dwellings are subject to the approval of the property owner. If a property owner declines a request for an assistance animal to reside at the property, HOME in PLACE will support the tenant to mediate an appropriate solution – this may include support and liaison with the property owner or relocation to suitable, alternative accommodation.
Ongoing approval for assistance animals is conditional on the general conditions for approval being met. See *'Withdrawing permission to keep a pet'* for more information.

Withdrawing permission to keep a pet

If a tenant's pet causes a nuisance or annoyance to neighbours, or a breach of any laws or regulations, HOME in PLACE may withdraw approval to keep the animal and ask the tenant to remove the animal from the property.

If the pet is found to be causing damage to the property, or the tenant is failing to maintain the cleanliness of the property with respect the pet, HOME in PLACE may withdraw approval to keep the animal and as the tenant to remove the animal from the property.

If a tenant does not comply with this request, HOME in PLACE may take action in the tenancy tribunal that the animal be removed or issue a notice of termination.

Animal welfare and wellbeing

HOME in PLACE advocates for responsible pet ownership, and encourages tenants to desex, microchip and vaccinate all pets to ensure their health and safety and the health and safety of other pets in the community.

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HOME in PLACE will not approve a request for pet or animal if the tenant does not demonstrate that the animal has, at minimum, been microchipped and registered with the relevant council, and/or the appropriate licences are held where applicable.

If HOME in PLACE has reason to believe that an animal has been abandoned at a property, or is being mistreated or neglected, the matter will be reported to the RSPCA and/or relevant local council.

Review of Decisions

If a tenant is dissatisfied with the assessment of their application for a pet, they should first discuss this with a Tenancy Relations Officer. If the tenant is still dissatisfied, they may seek a review of the decision or lodge an application with the NSW Civil & Administrative Tribunal (NCAT) or Queensland Civil & Administrative Tribunal (QCAT).

4. Definitions and Acronyms Glossary

For clarification of any definitions or acronyms contained within this document, please click on the Glossary for information.

'End of Document.'

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