

1 Purpose

The purpose of this policy is to explain the circumstances under which YourPlace Housing will give written permission for a tenant to keep a pet in their home.

2 Scope

This policy applies to all tenants of YourPlace Housing.

3 Background

YourPlace Housing understands that pets can enrich the lives of their owners and recognises the associated physical, mental and social benefits that flow from such a positive relationship.

Given the variety of household pets and the range of properties and tenures that YourPlace Housing offers, YourPlace Housing will consider each application on its merits.

YourPlace Housing will take into account any legal or regulatory requirements, the type of property and tenure.

4 Policy

4.1 Requirements to keep a Pet

It is a condition of YourPlace Housing tenancy agreements that a tenant must not keep a pet at the property without prior written permission.

As a responsible landlord YourPlace Housing may grant approval for a tenant to keep a suitable household pet in their home if the following conditions are met:

- All dogs and cats are desexed
- All dogs and cats are micro chipped to fully comply with the Dog and Cat Management Act, 1995
- All dogs are registered to fully comply with the Dog and Cat Management Act, 1995
- All cats are registered if required by the relevant local council area and must comply with the Dog and Cat Management Act, 1995
- The approved pet complies with any licencing requirements and any relevant local council regulations that restricts the keeping of certain types of animals

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- The property is suitable for the pet
 - The pet is unlikely to interfere with the reasonable peace, comfort and privacy of neighbours in accordance with the Residential Tenancies Act
 - The tenant agrees to and signs a pet agreement that sets out their responsibilities as a pet owner.

4.2 Suitable Household Pets

YourPlace Housing will consider a suitable household pet as follows:

- Cats
- Dogs
- Fish in a small aquarium
- Small mammals such as a rabbit or guinea pig
- Small birds – non breeding
- Nonvenomous reptiles
- Turtles, Frogs or other nonvenomous aquarium kept animals
- Chickens - if compliant with local council by-laws

If the animal falls into this category, then permission will usually be given.

YourPlace Housing will not give permission for tenants to keep the following animals:

- Livestock
- Exotic animals that are illegal
- Venomous reptiles, insects or arachnids
- Insects that are considered to be household pests
- Prescribed Breeds described in the Dog and Cat Management Act 1995

4.3 Number of Pets

When assessing a request to keep a pet YourPlace Housing will consider the number and type of any existing pets kept at the property, council by-laws restricting the number of pets and history of any previous community disruptions relating to pets kept at the property.

Generally, permission will only be given to keep one dog and/or 1 cat at a property.

If there are any significant property condition concerns or tenancy breaches a pet request may be declined until identified issues have been resolved.

4.4 Properties and Pets

Not all properties are suitable for pet ownership. YourPlace Housing will undertake an assessment based on the type of pet, the type of property and any strata or by laws that may restrict the keeping of pets.

Requests to keep a pet in and unsuitable property or in an unsuitable living environment will not be approved.

All tenants approved to keep a pet must sign a pet agreement. Pet agreements are an annexure to the tenancy agreement and are not transferable between properties.

4.5 Special Circumstances to Keep a Pet

Tenants and household members may keep a Guide Dog, Hearing Dog or and Assistance Animal if they have a disability or medical condition and need help with day-today living. Supporting evidence from a medical practitioner, psychologist or other suitably qualified person must be supplied with the application.

4.6 Inspections and Maintenance Access

Any approved pet must not inhibit reasonable legal access to the property for inspections or maintenance and repairs. Pets must be restrained while YourPlace Housing staff or contractors are in attendance.

4.7 Damage, Neglect or Breaches of this policy

Tenants will be required to pay for the cost of any property damage caused by their pet, carpet cleaning and if necessary, fumigation at the end of their tenancy.

Any reports of cruelty to pets or animal neglect by pet owners will be reported to the RSPCA for investigation.

YourPlace Housing will take action if a tenant fails to comply with any aspect of this policy. This action may include:

- Working with the tenant to resolve any problems caused by pet ownership
- Withdrawal of permission to keep a pet
- Termination of a tenancy agreement via application to the South Australian Civil and Administrative Tribunal (SACAT) if there has been a significant breach of a tenancy that can't otherwise be resolved

5 Dispute Resolution

Decisions that are inconsistent with this policy may be appealed. Please refer to YourPlace Housing Appeal Policy. Visit the website www.yourplacehousing.com.au

Related Documents:

-  Residential Tenancies Act 1995
-  Residential Tenancies Regulation 2010
-  Dog and Cat Management Act 1995
-  Dog and Cat Management Regulations 2017
-  Pet Request Form
-  Pet Agreement Form

Document Information

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