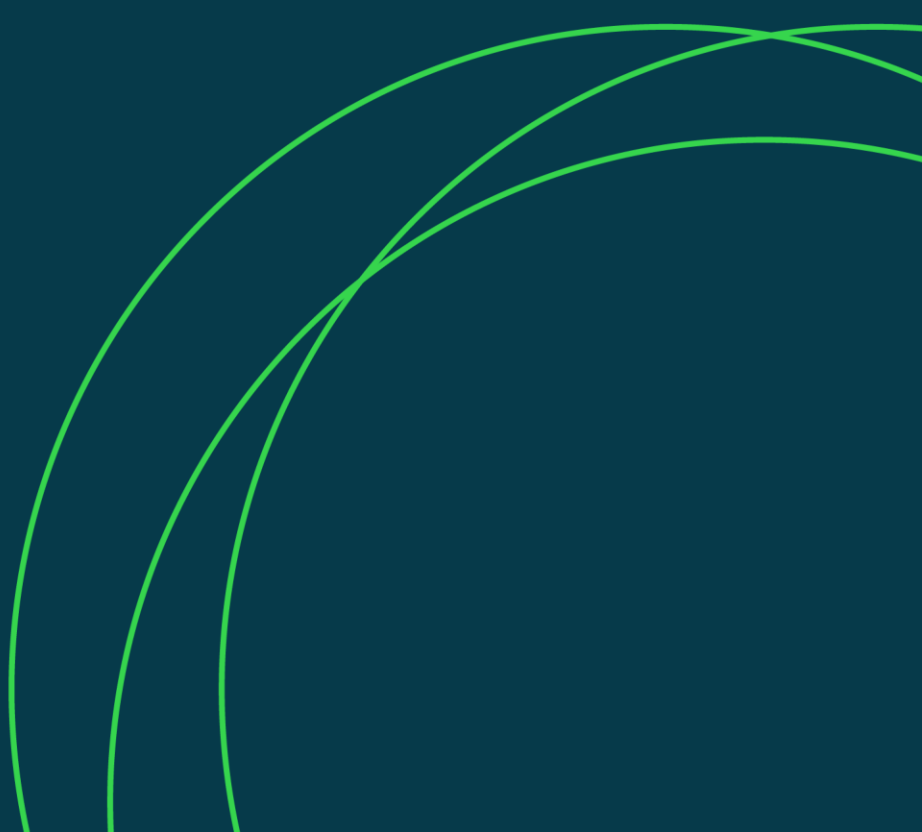




**Sparrow**  
Shared Ownership

# Pet Policy

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VERSION: 1.0  
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REVIEW: November 2027  
AUTHOR(S): Homeowner Services Manager



# Pet Policy

## 1. Our Policy Statement

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- 1.1. Sparrow Shared Ownership Limited (Sparrow) recognises that customers may want to keep pets for comfort, company, and enjoyment. We acknowledge that owning a pet can have a positive impact on customers health and wellbeing and improve the ability to live independently. The needs of all our customers are our highest priority and so any request to keep a pet will be carefully considered on a case-by-case basis, the interest of the home and surrounding community and to prevent irresponsible ownership.
- 1.2. Where customers would like to keep a pet after they have moved in, they will need to request permission from Sparrow via the customer portal or Sparrow website providing details of the pet and we will provide a written response with our decision within 10 working days.

## 2. The Scope of this Policy

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- 2.1. This policy applies to all Sparrow customers and provides guidance about what type of pets can be kept in homes and the responsibilities associated with keeping pets.
- 2.2. This policy does not apply to assistance dogs. We will make reasonable adjustments to enable people with disabilities to keep an assistance dog in their home even in homes where pets are generally not allowed.
- 2.3. This policy has been developed in line with the lease agreements which include clauses relating to keeping pets, and guidance set out in legislation.

## 3. Types of Pets

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- 3.1. Pets requiring prior written consent include, but are not limited to, common pets such as cats and dogs. If there is any doubt, then customers should check with us to confirm whether their specific pet requires permission.
- 3.2. For certain pets, when kept within a reasonable number, formal written consent may not be required. Customers should check with us to confirm if they are unsure their pet qualifies. Examples of these kinds of pets include, but are not limited to:
  - Small, caged rodents eg gerbils, hamsters, mice
  - Small, caged birds eg budgies, parrots, cockatoos
  - Small, hatched animals eg rabbits, guinea pigs, ferrets
  - Small, contained reptiles eg lizards, snakes or alike.
  - Small, aquatic animals limited to a maximum tank size of 10 litres eg fish.
- 3.3. Pets that cannot be kept in homes or gardens include, but are not limited to:

- Animals listed under the Dangerous Wild Animals Act 1976 eg large mammals, carnivores, larger or venomous reptiles, dangerous spiders, and scorpions
  - Dangerous dogs as per the Dangerous Dogs Act 1991
  - Endangered species
  - Farm Animals or livestock eg pigs, cattle, horses, poultry, goats, sheep
  - Wild Animals eg monkeys, birds of prey.
- 3.4. Customers must not use animals for breeding purposes and must declare if a pet in their home has produced a litter.
- 3.5. Cat or dog flaps (or similar devices) must not be installed without our prior consent as these can compromise the fire safety of a home. These are not permitted on doors that open onto shared areas. If a customer has installed a flap, they will be asked to remove it and reinstate the door at their own expense.
- 3.6. For information relating to XL Bulldogs see XL Bully Dog Guidance further down this policy.

## 4. Types of homes

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- 4.1. Pets are acceptable in homes with private gardens, in line with the approach stated in Section 3 Types of Pets.
- 4.2. For flats or maisonettes where there are internal communal areas, pets that fall within clause 3.2 are acceptable.
- Reasonable consideration will be given to written applications for cats and dogs, but consideration will also be given to the size of the home, location, and access.
  - In some blocks, where we do not own the freehold, we are bound by the rules of the freeholder and what is in our agreement with them. If you live in such a block or if you are unsure what is in your agreement, customers should ask us to check, before getting a pet, or risk being told to rehouse it.
- 4.3. If permission is approved, the customer will be required to complete a Pet Agreement.
- We may request proof of insurance and public liability cover covering potential pet damage.
  - Proof may also be requested showing vaccination, flea, and worming record where appropriate.

## 5. Responsible Pet Ownership

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- 5.1. Customers must make sure their pets do not cause a nuisance, including but not limited to:
- excessive noise caused by pets
  - attacks on other people or animals
  - fouling and/or urinating in the internal communal areas
  - failure to clear up foul from a private garden which is considered part of the property
  - failure to clear up foul from external communal areas
  - failure to adequately supervise or control pets

- failure to care for pets resulting in neglect, pest infestation and foul odours
  - leaving pets alone for an excessive amount of time (over 24 hours).
- 5.2. Customers are responsible for their pet, and for any pets visiting their homes. We take complaints about antisocial behaviour, nuisance, and the mistreatment of pets, very seriously.
- 5.3. If we receive a report that your pet is causing a nuisance, we will investigate to establish the facts. We will act in line with our Antisocial Behaviour Policy. If we find that a customer's pet is causing nuisance and you do not take steps to stop the nuisance quickly, we may withdraw permission for you to keep your pet.
- 5.4. We will also withdraw permission where:
- customers are found to be using a pet for breeding
  - neglecting or abusing a pet
  - not keeping the pet under control at all times
  - the pet damages our property
  - the pet presents a threat or risk to other people or animals.
- 5.5. If we withdraw our permission, we will usually give a customer 28 days to find a new home for the pet. However, if we have serious health and safety concerns, we will ask that the customer removes their pet immediately and involve other agencies such as the RSPCA, Environmental Health, or the Police. If customers refuse, we will consider further legal action if needed.
- 5.6. We will consider applications to keep therapy pets on a case-by-case basis. Where pets are not usually allowed, the customer will need to provide sufficient medical evidence to support the pet application. The customer will also be asked to demonstrate that they can care for an animal responsibly and financially.
- 5.7. If we have refused permission, the customer can challenge our decision. The customer will be asked to provide sufficient evidence to support their appeal.

## 6. XL Bully Dog Guidance

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- 6.1. On 31 December 2023 it became an offence to:
- Sell an XL Bully dog.
  - Abandon an XL Bully dog or let it stray.
  - Give away an XL Bully dog.
  - Breed from an XL Bully dog.
  - Have an XL Bully dog in public without a lead and muzzle.
- 6.2. On 1 February 2024 it became a criminal offence to own an XL Bully dog in England and Wales unless your dog has a valid Certificate of Exemption.
- 6.3. We understand that some customers may have been keeping XL Bully Dogs in their homes as pets prior to the introduction of this new legislation. This is a worrying time for XL Bully Dog owners who may be concerned that they are in breach or their lease agreement or that they may have to give up their pet. We do not want our customers to feel compelled to have their dog taken away to be destroyed.
- 6.4. We will not consider any requests for customers to take in an XL Bully now or in the future. This includes new customers coming to Sparrow after 1 February 2024.

- 6.5. This guidance applies to all Sparrow customers who own one or more an XL Bully Dogs and provides instruction on what action is required.

#### Updating your pet information

- 6.6. Customers who own (or believe that they may own) an XL Bully Dog since before 1 February 2024 must notify Sparrow so their customer and pet record can be updated. Notification can be made in the following methods:
- Via the portal
  - By telephone
  - By email
  - In writing

Customers must ensure they provide up to date contact details so our Homeowner Services team can contact them upon receipt of the information.

- 6.7. Our Homeowner Services Team will contact XL Bully Dog owners to request the following information:
- A declaration form which will be issued to the customer which will require the Name, Sex, Age and photograph of their dog.
  - A copy of the Exemption Certificate for their dog
  - A copy of their third party liability insurance for their dog
- 6.8. Where a customer has not obtained an exemption certificate, they will need to provide evidence that the £92.40 application fee has been paid and an application reference number.

For Information, guidance and application for an Exception Certificate follow this link:

[Ban on XL Bully Dogs](#)

What happens if a customer believes that their dog has been or could be mis identified as an XL Bully

- 6.9. Some dog breeds may appear like XL Bully Dogs. Where there is a concern of an undeclared XL Bully Dog we will ask for the help and cooperation of our customer to provide as much information to review the concerns raised. We will refer to the [UK Government official definition of an XL Bully dog](#).
- 6.10. The height of the dog is a necessary requirement the dog should be measured height first, from the ground to the withers (top of the shoulders) and not higher. The minimum height for an adult male is from 20in (51 cm) at the withers i.e. top of the shoulders and for an adult female from 19in (48cm) at the withers. If the minimum height is not met then the dog is not considered an XL Bully and no further assessment is needed.

- 6.11. If after checking the guidance and photos a customer not sure if their dog is an XL Bully, they should take a precautionary approach and apply for a Certificate of Exemption as set out in Clause 3.

What happens a customer doesn't let Sparrow know about their XL Bully Dog

- 6.12. If a customer is suspected of keeping an XL Bully Dog breed in their home and has not declared their pet to Sparrow we will give them the opportunity to comply with the criteria set out in clause 3 and 4.
- 6.13. If a customer fails to engage with the notification process or is unable to provide proof of an application for a Certificate of Exception then they will be instructed to remove the dog from their home.
- 6.14. If a customer fails to comply with a request to remove the dog from their home we will start injunction proceedings to compel the customer to remove the dog from the property.
- 6.15. If an Order for Injunction is breached (not complied with) then the customer may be liable for a fine or in serious cases, a term of imprisonment not exceeding two years. It also gives us grounds to take action against them for a breach of their lease.
- 6.16. If we are forced to issued legal proceedings, we will also seek to recover the costs from the customer.

What to do if you suspect that a dog is a dangerous dog on the banned list

- 6.17. Dangerous dogs are dealt with by the Police under the Dangerous Dog Act. If you suspect that someone is keeping a banned dog this should be reported to the Police in the first instance on 101. If there is an emergency call 999.
- 6.18. If you believe that a Sparrow customer is keeping a banned breed, please contact the Police in the first instance and then report your concerns to us providing the Police reference number. We will then work in partnership with the Police to determine if the animal has an exception certificate or if we need to take further action.

## 7. Equality and Diversity

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- 7.1. Sparrow is committed to making sure all services are accessible to all our customers. Our staff will be trained to make sure they are communicating appropriately with our customers, and they have the relevant information.
- 7.2. This policy will be applied in a way which makes sure we treat all customers with fairness and respect. We recognise our duty to advance equality of opportunity and prevent discrimination or victimisation on the grounds of age, sex, sexual orientation, disability, race, religion or belief, gender re-assignment, pregnancy and maternity, marriage and civil partnership and any other protected characteristic defined within the [Equality Act 2010](#).
- 7.3. On request we will provide translations of all our documents, policies and procedures in various languages and formats including braille and large print.

## 8. Delivery of this Policy

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- 8.1. This policy should be read alongside:

- Antisocial Behaviour Policy
- Communal Area and Balcony Safety Policy

8.2. The effective delivery of this policy including training, guidance and support required by staff for implementation of this policy will be provided by the Homeowner Services Team.

## 9. Policy Review

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- 9.1. We will review this policy at least once every three years to make sure it remains relevant and accurate unless:
- Legislation/regulation or industry changes require otherwise, making sure that it continues to meet our aims and industry best practice.
  - We identify any problems or failures in this procedure as a result of customer and stakeholder feedback, complaints, or findings from any independent organisations.

VERSION	CHECKED BY	AMENDMENTS	APPROVED AT/BY	DATE OF APPROVAL	PUBLISHED BY	DATE OF REVIEW
1.0	Homeowner Services Manager	New Policy	Board	Nov 24	Office Management	Nov 27