

Pet Policy

January 2026

Housing
Management



THE ROYAL BOROUGH OF
KENSINGTON
AND CHELSEA

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1. Introduction and aims

- 1.1 Royal Borough of Kensington and Chelsea (RBKC) recognises that pets, dog or cat, can provide a range of benefits to their owners, including companionship and offering a means to make contact and socialise. The Council wants to encourage and support our residents to enjoy that companionship and to keep pets responsibly.
- 1.2 It is important that pets are cared for properly, both for the pet's wellbeing and the wellbeing of surrounding neighbours. This policy is intended to provide a framework for healthy pet ownership that is beneficial to all residents.
- 1.3 This policy sets out RBKC housing management standards for keeping pets and will clarify the Council's, tenants' and leaseholders' responsibilities, to ensure pet ownership is sustainable and beneficial to all.
- 1.4 In some instances, certain properties/buildings may not be appropriate for pets such as cats and dogs and may be designated 'pet free'.
- 1.5 RBKC will review the details and circumstances on a case-by-case basis.

2. Conditions for keeping pets

- 2.1 RBKC will normally give permission for a pet, subject to the following conditions:
 - 2.1.1 The resident completes and signs a Pets Agreement.
 - 2.1.2 It is important that the number of pets kept is appropriate in relation to the size of property and location (for example, not having lots of large animals in a small dwelling or if the resident lives in a higher-level flat, where a lift would be required to exit the building).
 - 2.1.3 Tenants/Leaseholders are responsible for the behaviour of any pets owned by themselves or by anyone living with or visiting them. It is important that pets are supervised and kept under control, to not cause nuisance or annoyance to neighbours, visitors or RBKC staff/contractors.
 - This includes fouling, noise (for example, excessive barking) and unpleasant odours from pets, which should be cleaned up immediately from communal spaces and walkways.
 - Animals should be accompanied in communal areas and outdoors unless the resident has a private garden. Dogs should be kept on leads in communal areas and walkways.

- Dogs must not be allowed to roam or foul in play areas or sports grounds. Dog owners must be mindful of volume/etiquette during early morning/late evening dog walks/exercise.

2.1.4 For the welfare of the animal, pets must not be left unattended for a period of time that will result in the owner being unable to meet its welfare needs, as defined under the Animal Welfare Act 2006 (s.9). The RSPCA encourages that dogs should not be left alone in a property for more than four hours.

2.1.5 While it's not illegal to leave a dog alone, prolonged isolation that causes distress could breach the Animal Welfare Act 2006 and be classified as neglect or abuse, potentially leading to fines or prosecution.

2.1.6 It is important that dogs are kept on a short lead in common areas, shared gardens and grounds, and should not be left outside a resident's property unaccompanied.

2.1.7 When RBKC staff/contractors visit a property, they may request that dogs be kept on a lead, preferably in a separate room from any meeting or works taking place. If this is not possible then the meeting/visit/repair may not be able to take place.

2.1.8 If a resident becomes unable to take care of a pet (either temporarily or permanently) and alternative care has not been arranged, the Council may arrange for the removal of the animal, for which the resident may be recharged. The Council may contact animal welfare charities where relevant.

2.1.9 In line with planning permission, any outdoor accommodation/ hutches/ exercise structures must be no more than 2.5 metres high.

2.1.10 To ensure the safety of residents, properties with fire doors (including communal areas) must not have cat flaps fitted.

2.1.11 Pet permission will not commonly be granted in temporary accommodation, as it may reduce housing options and increase financial burden for the household in a crisis, however we may allow pre-owned animals on a case-by-case basis at the discretion of the housing management neighbourhood team.

2.1.12 RBKC will make reasonable efforts to book temporary accommodation, when required, that allows pets. RBKC will require tenants to complete a pet permission form if one has not already been submitted.

2.1.13 Residents are encouraged to contact RBKC Housing Management if they have any pet queries (both pet owners and residents with concerns about pets).

3. Applying for permission for pets

- 3.1 Residents, both new and existing, will need to write to RBKC Housing Management, requesting permission to keep a pet before acquiring it, specifying the number of animals (if more than one), clarifying the breed and providing a photo of the animal. The pet permission form can be found in the appendix or requested from RBKC Housing Management. This is also important, so we are aware of pets in the property in the event of an emergency.
- 3.2 Residents must first obtain permission if “pet sitting” a dog or a cat for more than 28 days.
- 3.3 Under government guidelines if RBKC as the landlord objects to an application for a pet, it must be done in writing within 28 days of the written pet request and provide a sufficient clear reasoning (as specified in this policy) or the request will default to being accepted.
- 3.4 Neutering/spaying of cats and dogs is not a requirement for permission to be granted; however, RBKC strongly encourages this.
- 3.5 When assessing a request to keep pets, the Council will consider whether there have previously been complaints of anti-social behaviour/nuisance linked to the keeping of animals, the size and suitability of the property and the number of pets.
- 3.6 It is important that a resident can comfortably manage the number of pets in the home. If a pet gives birth and there are concerns about the number of animals in relation to the property, the Council may not give permission for the additional animals to remain in the home.

4. Assistance dogs

- 4.1 RBKC recognises the legal protections afforded to individuals who rely on assistance dogs. These animals are not classified as pets. Assistance dogs are considered auxiliary aids, under the Equality Act 2010, and the following terms apply:
- 4.2 Residents who require an assistance dog for a recognised disability are entitled to keep such dogs within the premises regardless of any existing “no pets” clauses or restrictions.
- 4.3 Assistance dogs include, but are not limited to, guide dogs, hearing dogs, and service dogs trained to support physical, psychiatric, or developmental disabilities.

4.4 No additional pet deposits, fees, or conditions will be imposed in relation to assistance dogs.

4.5 Reasonable adjustments will be made to accommodate the presence of assistance dogs, including access to communal areas and avoidance of restrictive pet-related policies.

Any attempt to deny access, service, or housing due to the presence of an assistance dog will be considered discriminatory and may be subject to formal complaint and legal review.

4.6 Residents are required to notify RBKC housing management in writing about assistance dogs for awareness in case of emergencies.

4.7 Emotional support animals (ESAs) are not identified in the Equality Act 2010. RBKC will look at individual cases and decide considering if permission can be granted based on individual circumstances.

5. Exotic pets and small domestic pets

5.1 Although small domestic pets (cavy family like hamster, guinea pig etc, fish, and small birds) and exotic pets will generally be allowed, poisonous or venomous animals may not be kept. If the exotic pet you wish to keep is listed in the Schedule of the Dangerous Wild Animals Act 1976, RBKC will not give permission. If resident is in possession of one already, they will be required to remove it safely immediately. External agencies will be contacted if necessary.

5.2 If the pet's diet involves live animals (for example, insects or mice) the resident must ensure those live animals are safely controlled, contained within the property and do not escape, as this could have a negative effect on neighbours. If there are concerns, the resident may be required to remove pet(s) from the property and could incur additional costs if there is damage or pest infestation.

6. Reasons for refusing permission to keep a pet

6.1 RBKC will not give permission to keep a dog in housing management property if there is evidence that there is a history of nuisance and/or property is unsuitable.

6.2 Dogs listed by the Dangerous Dogs Act 1991, any animal listed in the Schedule of the Dangerous Wild Animals Act 1976, and any animal prohibited by any other law will not be permitted in the RBKC housing management property.

- 6.3 If RBKC housing management give permission to keep a dog and later become aware that the Dangerous Dogs Act applies, permission to keep the pet will be withdrawn.
- 6.4 Because of the location, style and infrastructure of RBKC properties, permission will not be granted for a resident to keep livestock or farm animals, for example sheep, goats, pigs, cattle, horses, chickens, and ducks. This is not an exhaustive list.
- 6.5 Permission may not be granted for a resident to keep a pet if the Council believes the property or surrounding environment is unsuitable.
- 6.6 RBKC will consider any history of pet ownership the resident may have. Permission may be refused where records show a previous history of neglect, cruelty or failure to keep a pet under control.

7. Breeding of dogs and professional dog services

- 7.1 RBKC does not permit breeding of dogs in any Housing Management properties, as it constitutes as running a business in your property, which is a breach of the tenancy agreement.
- 7.2 RBKC does not permit dog 'day care' at their properties, or other professional animal services, as this would constitute as running a business from your property and is likely to bring a higher volume of animals into communal spaces/etc.

8. Keeping pets in sheltered housing schemes

- 8.1 Pets may be allowed within certain sheltered housing schemes, but the Council will assess whether the pet is suitable for the scheme and who will care for it if the resident is unable to.

9. Leaseholders

- 9.1 According to their lease, leaseholders must also obtain permission for pets and that pets must not cause nuisance or annoyance to other residents. Failure to adhere would be a breach of their lease conditions.
- 9.2 Where the property is sublet, it is still the responsibility of the leaseholder, and they are required to ensure their tenants abide by all the conditions of the lease (including the policy regarding pets).
- 9.3 Any leaseholders with queries should contact the Neighbourhood Management Team.

10. Action regarding nuisance or unmanaged pets

10.1 If residents fail to keep their pets under control, including excessive noise nuisance and are in breach of their lease or tenancy agreement, or if a pet is not removed once permission is withdrawn, the Council may be forced to take further action. This could include:

- Investigation under Antisocial Behaviour
- Injunction
- Loss of Tenancy or Forfeiture of Lease

10.2 If tenants are evicted as a result of breaching tenancy conditions, it could be determined that they have made themselves intentionally homeless.

10.3 If a member of staff, resident, contractor or visitor is bitten or injured by a pet this would be reported to the police, housing management health and safety and the neighbourhoods team.

10.4 Animals found in communal areas may be removed, with the owners required to pay a fee to recover their pet. For information on removal fees and daily kennel fees, see
<https://www.rbkc.gov.uk/environment/animal-warden-services>

10.5 Dangerous and aggressive animals cannot be kept in the Council properties. If prohibited breeds of animals are identified they may be seized, and legal action may be taken.

10.6 Where additional cleaning or repairs are required because of pets, this may be recharged to the resident.

10.7 Repeated violations may result in withdrawal of pet permission (excluding assistance dogs).

11. Pets kept without permission

11.1 If a resident is found to be keeping pets without permission, they must apply for permission within 14 days.

11.2 Normally permission will be granted if it meets the criteria set out in this policy. Where permission is granted, the resident must agree to abide by the conditions set out within the Pets Agreement.

11.3 Where permission is refused, the resident must make arrangements for the permanent removal of the pet within 28 days, (unless the animal is classified as dangerous, then it must be done immediately).

12. Appeals

12.1 Appeals against any decisions involving pets can be made via Housing Management's Complaints Process.
www.rbkc.gov.uk/housing/compliments-complaints-and-feedback/housing-management-complaints-and-feedback.

13. Legislation

13.1 The Animal Welfare Act 2006 in England and Wales introduces a duty of care on any person keeping an animal to ensure that they look after it properly. This includes that the pet has a proper diet, protection from pain, suffering, injury and disease, and a suitable environment to live in, with or apart from other animals.

13.2 If residents have any questions about the care of their pet, they should contact their vet or relevant organisations that may assist.

13.3 The Equality Act 2010 – it is a legal requirement of this act that the landlord cannot discriminate against a disabled person, and this includes discrimination against a person with an 'assistance dog'. Examples of assistance dogs can be:

- guide dogs
- hearing dogs for people with sensory loss.
- dogs to support people with disabilities.
- and they must be allowed under the terms of his act.

13.4 The Dangerous Dogs Act 1991 (DDA) prohibits ownership of certain breeds/types of dogs, including pit bull types. RBKC will not give permission for any prohibited breed to be kept at council premises.

13.5 In the UK, it's against the law to own certain types of dogs. These are:

- Pit Bull Terrier
- Japanese Tosa
- Dogo Argentino
- Fila Brasileiro
- XL Bully (added to the banned list in 2023)

13.6 A licence, with stringent conditions, is also required to keep animals that are listed in the Schedule of the Dangerous Wild Animals Act 1976. As advised previously, RBKC will not give permission for any animal listed in the schedule to be kept at Council's premises.

13.7 As of April 2016, every dog owner in England is required to micro-chip their dog. RBKC Housing Management will only give a tenant permission to keep a dog on condition that it is microchipped. A copy of the microchip registration form must be provided as proof.

- 13.8 From 10 June 2024 all cats over 20 weeks old are required to be microchipped. Owners who do not have their cats microchipped, could face a fine of up to £500.
- 13.9 To comply with current legislation dogs must also wear a collar and a tag with the owner's name and address when in any public areas. This requirement applies even if your dog is micro-chipped.
- 13.10 Pets must not be left unattended for a period of time that will result in the owner being unable to meet its welfare needs as defined under the Animal Welfare Act 2006 (s.9).

14. Equalities Statement

The Council is committed to promoting fair and equal access to services and equal opportunities in employment, the procurement of goods and as a community leader. The Council's policies, procedures and day to day practices have been established to promote an environment which is free from unlawful and unfair discrimination, while valuing the diversity of all people.

Discrimination on the grounds of race, nationality, ethnic origin, religion or belief, gender, marital status, sexuality, disability and age is not acceptable: the Council will take action to ensure no person using the council's premises or services receives less favourable treatment or is disadvantaged by requirements or conditions that cannot be justified. The Council will tackle inequality, treat all people with dignity and respect and continue to work to improve services for all service users.

15. The General Data Protection Regulation (GDPR) and the UK Data Protection Act 2018

As a directorate of RBKC, Housing Management shares the commitment to ensure that all data is:

- Processed lawfully, fairly and in a transparent manner
- Collected for a specific and legitimate purpose and not used for anything other than this stated purpose, or as provided for in our privacy and fair processing notices
- Relevant and limited to whatever the requirements are for which the data is processed
- Accurate, and where necessary, kept up to date. Any identified inaccuracies will be amended or removed without undue delay
- Stored for as long as required, as specified within RBKC's Records Retention policy
- Secured with appropriate solutions, which protect the data against unauthorised or unlawful processing and accidental loss, destruction or damage.

For further information about the Council's commitment to GDPR, please see the Council's website at www.rbkc.gov.uk

16. Monitoring and Review

This procedure will be reviewed in conjunction with the policy every 5 years, or when legislative or regulatory changes take place that could affect it. The next review will take place by: **2030**

17. Appendices

- Appendix 1: Pet permission form
- Appendix 2: Responsible pet owner agreement
- Appendix 3: Pet agreement

Pet permission form

Name:

Address:

	Type of animal (i.e. dog/cat/fish)	Breed (i.e. pug/labrador/tabby)	Colour (dog/cat only)
1			
2			
3			

Dogs must be microchipped by law. If applying for a dog, please confirm the date the dog was microchipped and provide relevant documentation with this application

Date of Microchipping	
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Any additional information
Please note: you are required to provide a photo of the animal with this application or upon ownership of the animal if this form is completed in advance.

Resident Signature:

Date:

Please return this form to your Neighbourhood Services Coordinator who will respond to your request in writing.

Responsible pet owner agreement

1. This agreement sets out the terms and conditions under which RBKC housing management services grants permission for you to keep a pet at your property. By signing it you confirm that you agree to be bound by it.
2. This agreement should be read in conjunction with your tenancy or leasehold agreement. Failure to abide by the conditions of this agreement may be deemed to be a breach of tenancy or lease and may result in legal action.
3. As a responsible pet owner, you confirm that you will:
 - clear up your pet's faeces and dispose of it hygienically
 - ensure your pet receives relevant vaccinations from a vet
 - listen respectfully to any issues other residents may have if they believe your pet is causing a nuisance and take appropriate action to help resolve any problems
 - always keep a collar and name tag on your dog or cat, as required by law, with your name and address clearly marked (dogs and cats only)
 - keep your dog under control at all times
 - ensure your dog is exercised regularly
 - treat your dog regularly for worms and fleas
 - comply with the Animal Welfare Act 2006 (s.9), requirement not to leave your pet unattended for extended periods.
4. (For dogs) you will not allow your dog to:
 - foul on staircases, walkways, courtyards, any communal areas or dwellings, including your own property – if an incident occurs you must clean it immediately
 - injure or frighten anyone
 - be dangerously out of control
 - roam unaccompanied around landings, walkways, communal areas, grassed areas or any other part of the block or estate
 - bark so that it causes, or is likely to cause, nuisance or annoyance to others.
5. Breeding of dogs is not permitted.
6. Permission for you to keep the pet will normally be withdrawn if you breach any of the terms of this agreement.
7. If a pet dies or no longer lives with you, you will need to apply for permission again to keep another pet.

Pet agreement

The conditions of your Tenancy Agreement require you to seek permission before you get a pet clause 5.10 states:

“5.10 Animals

The tenant will not keep at the property any animal without the prior permission of the landlord or its agents in writing and will not keep the animal or pet at the property if permission is withdrawn by the landlord or its agents in writing. If permission is given, whether by the landlord or its agents, permission may be given subject to conditions, and the tenant will comply with any such conditions. The landlord or its agents will not grant permission or will withdraw permission if the animal is or is likely to become a nuisance, annoyance or health hazard to any neighbour or person within the locality.”

Resident Name	
Resident Signature	
Address	
Date	