

**PURPOSE**

This document defines Evolve Housing’s Policy regarding the conditions for allowing pets to be kept in an Evolve Housing property.

<b>POLICY REFERENCE</b>	HS008.4
<b>POLICY OWNER</b>	General Manager, Resident Services
<b>APPROVED BY</b>	Evolve Housing Ltd CEO
<b>APPROVAL DATE</b>	31 October 2022
<b>REVIEW DATE</b>	31 October 2025

**PETS POLICY****1. SCOPE**

This Policy applies to all Tenants of Evolve Housing Limited and its controlled entities, excluding Evolve Housing Vic Limited (referred to as the Company) .

**2. POLICY STATEMENT**

The Company is committed to ensuring tenancies are in compliance with the NSW *Residential Tenancies Act 2010*.

This Policy outlines the circumstances under which Tenants are allowed to keep pets on an Evolve Housing property, which must be in accordance with the requirements of the NSW *Companion Animals Act 1998* (referred to as ‘the Act’ in this Policy).

**2.1 Approval to have a pet**

An Evolve Housing Tenant who lives in a Property that is owned or managed by Evolve housing may be allowed to keep a pet under the following circumstances:

- The Tenant has written permission from Evolve Housing to keep a pet on the Property; and
- The pet is a ‘Companion Animal’ as defined in the Act; and
- The Property is suitable for the animal; and
- The pet does not interfere with the reasonable peace, comfort and privacy of neighbours; and
- The pet complies with the requirements of the Act i.e. the Tenant is responsible for ensuring the animal does not harm or threaten any other person or animal or cause a nuisance; and
- The pet complies with any relevant council requirements; and
- The owner ensures their animal does not cause a nuisance by persistently making a noise, straying or interfering with other people’s property, and
- If the pet is a dog, the owner ensures the dog is properly contained on the property.

The Act defines ‘Companion Animals’ as:

- Cats;
- Dogs (other than Restricted Dogs); and
- Any other animal that is prescribed by the *Companion Animals Regulation 2008* (“the Regulations”) as a companion animal.

## 2.2 Restrictions on having a pet

Pets are often prohibited by private property owners and strata by-laws. Any restrictions on pets will be stated in the Residential Tenancy Agreement signed by the Tenant at the commencement of their lease.

## 2.3 Restricted or dangerous dogs

Restricted Dogs are not permitted on Evolve Housing property. The Act defines 'Restricted Dogs' as including:

- Pit Bull Terriers;
- American Pit Bull Terriers;
- Japanese Tosa;
- Argentinian fighting dogs (dogo Argentino);
- Brazilian fighting dogs (filo Brasileiro, Perra de Pres, or Presa Canario); and
- any dog declared by the local Council, or identified by the Regulations or by Australian Customs and Border Protection, to be restricted.

Restricted Dogs may also include other dogs such as guard dogs used by security personnel.

For the purposes of this Policy, Restricted Dogs also include dangerous dogs which are described by the Act as those that have been declared dangerous by a local council or local court. This includes dogs that attack without provocation, or kill a person or animal, or repeatedly threaten to attack or chase a person or animal. The Tenant must comply with court or council orders regarding action to be taken in relation to a dangerous dog.

## 2.4 Pet owner responsibilities

Under the Act, pet owners have a number of obligations and responsibilities towards other members of the community as well as their pet.

The Act requires that:

- Dogs must be kept under effective control and not allowed to roam; and
- Cats and dogs must be micro-chipped and registered.

If an animal damages the Property or creates a nuisance for the neighbours, the Tenant may be requested to remove the animal. Failure to do so may result in Evolve Housing taking action at the NSW Civil & Administrative Tribunal (NCAT) for an order requiring the Tenant to comply with the request.

## 3. DEFINITIONS

- Property – the property or residential premises as described in the Residential Tenancy Agreement between Evolve Housing and the Tenant
- Resident – a person who resides on a permanent basis in a property which is owned or managed by Evolve Housing under a Residential Tenancy Agreement (includes a Tenant)
- Residential Tenancy Agreement (or Tenancy Agreement) – a written agreement between Evolve Housing (as Landlord) and a Tenant, which governs the terms on which that Tenant occupies the property described in the Agreement.
- Tenant – a person who signs the Residential Tenancy Agreement with Evolve Housing and who has certain rights and obligations under that Agreement

## 4. RELATED RESOURCES

- Companion Animals Act 1998 (NSW)
- Companion Animals Regulation 2008 (NSW)
- Residential Tenancies Act 2010 (NSW)

- Evolve Housing Neighbour Disputes Policy
- Evolve Housing Zero Tolerance to Violence Policy

*This Policy is subject to change from time to time at the discretion of the Company  
Further information on this Policy and other topics, is available on the Evolve Housing website  
[www.evolvehousing.com.au](http://www.evolvehousing.com.au). If you have any specific questions regarding this Policy, please contact Evolve  
Housing on 1800 693 865 or email your enquiry to [myevolve@evolvehousing.com.au](mailto:myevolve@evolvehousing.com.au).*

## 5. VERSION CONTROL

VERSION	Date Approved	Author	Key Changes
1.0	1/08/2017		Policy adopted
4.0	31/10/2022	Raylee Golding, GM GAL/ Co Sec	Application of policy extended to controlled entities