

PURPOSE

This document defines Evolve Housing Vic Limited's (EHVL) policy regarding the conditions for allowing pets to be kept in an EHVL property.

POLICY REFERENCE	VHS008.1
POLICY OWNER	General Manager, Resident Services
APPROVED BY	Evolve Housing Ltd CEO
APPROVAL DATE	1 Mar 2022
REVIEW DATE	1 Mar 2025

PETS POLICY

1. SCOPE

This policy applies to all Tenants of EHVL.

2. POLICY STATEMENT

EHVL is committed to ensuring tenancies are in compliance with the *Residential Tenancies Act 1997* (Vic).

This policy outlines the circumstances under which Tenants are allowed to keep pets on an EHVL property, which must be in accordance with the requirements of the *Domestic Animals Act 1994* (referred to as 'the Act' in this policy).

2.1 Approval to have a pet

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

- The Tenant has written permission from EHVL to keep a pet on the Property; 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.

Once a Tenant seeks written permission from EHVL, EHVL has 14 days after receiving the request to make a decision. If EHVL consents to the Tenant keeping the pet, this consent is to be given in writing. If EHVL does not consent to the Tenant keeping the pet, EHVL will apply to the Victorian Civil and Administrative Tribunal (VCAT) and notify the Tenant that EHVL has lodged an application with VCAT to have the pet request refused.

2.2 Restrictions on having a pet

Pets are often prohibited by private property owners and strata by-laws. Tenants must comply with any by laws. Any restrictions on pets will be stated in the Residential Tenancy Agreement signed by the Tenant at the commencement of their lease. VCAT generally upholds these by laws. Generally, a Tenant's request to keep a pet at a property where the by laws prohibits the keeping of pets will be refused by EHVL.

2.3 Restricted or dangerous dogs

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

- Pit Bull Terriers;
- Perro de Presa Canario (or Presa Canario) otherwise known as Brazilian fighting dogs;
- Argentinian fighting dogs (dogo Argentino);
- Japanese Tosa;
- Fila Brasileiro; or
- 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. 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 EHVL taking action at VCAT 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 EHVL and the Tenant
- Resident – a person who resides on a permanent basis in a property which is owned or managed by EHVL under a Residential Tenancy Agreement (includes a Tenant)
- Residential Tenancy Agreement (or Tenancy Agreement) – a written agreement between EHVL (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 EHVL and who has certain rights and obligations under that Agreement
- VCAT – The Victorian Civil & Administrative Tribunal is an independent Victorian statutory body which resolves a wide range of disputes including tenancy and other residential property issues. VCAT decisions must be followed and are enforceable.

4. RELATED RESOURCES

- Domestic Animals Act 1994 (Vic)
- Residential Tenancies Act 1997 (Vic)
- EHVL Neighbour Disputes Policy
- EHVL Zero Tolerance to Violence Policy

This policy is subject to change from time to time at the discretion of EHVL.

If you have any specific questions regarding this policy, please contact EHVL on 1800 693 865 or email your enquiry to myevolve@evolvehousing.com.au.

5. VERSION CONTROL

VERSION	Date Approved	Author	Key Changes
1.0	1/03/2022	GAL	Policy adopted