

21 September 2022

s9(2)(a)



Thank you for your email of 25 August 2022 to Kāinga Ora – Homes and Communities, requesting the following information under the Official Information Act 1982:

May we please have a copy of your Health & Safety Policy around dogs?

Please find attached a copy of Kāinga Ora's pet policy.

Anyone living in a Kāinga Ora home is required to obtain permission to keep a pet. Once we have agreed to this, the customer has to sign an agreement acknowledging their responsibilities. Kāinga Ora may withdraw its permission for a customer to keep a pet if:

- a tenant persistently fails to secure their pet when requested (this also includes any visiting pets)
- a pet causes a persistent and serious nuisance to the neighbours and communities or
- a pet causes serious damage to the property.

For further information on our pet policy, please visit <https://kaingaora.govt.nz/tenants-and-communities/our-tenants/having-a-pet/>.

If you or someone you know has encountered a Kāinga Ora property with a dangerous dog, they need to report the incident and the property to our Customer Support Centre at 0800 801 601. Alternatively, an email can be sent to us at enquiries1@kaingaora.govt.nz and Kāinga Ora will investigate.

There is also more information about dogs on the websites of all local councils, including policies on dangerous dogs – for instance, at the Wellington District Council website <https://wellington.govt.nz/dogs-and-other-animals/dogs>.

Yours sincerely



Gabby Boag
Team Leader Government Relations

Policy for Pets

POL-306

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Originator

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Approved

Signatory	Signature	Date
Greg Groufsky Acting Chief Executive		

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1. Introduction

1.1 Purpose

Kāinga Ora – Homes and Communities supports our tenants keeping pets. The purpose of this policy is to give policy guidelines to Kāinga Ora employees and tenants on our tenants keeping pets at a Kāinga Ora house. The document specifies the conditions that apply when our tenants want to keep pets and also covers the health and safety of our tenants, their pet and our communities.

1.2 Background

This policy is part of a suite of updated policies, whose purpose is to help tenants sustain their tenancies, promote stability and wellbeing and to enable them to live in and enjoy their home and its amenities.

1.3 Objectives

The objectives of this policy are to:

- recognise that pets can be great companions and contribute real value to our tenants and their families' health and quality of life
- implement our Pets Policy in a way that is positive and treats our tenants with respect and dignity
- enable Kāinga Ora to be a pet-friendly landlord that promotes responsible pet ownership
- prioritise the health and safety of tenants, employees, contractors, neighbours and community
- minimise adverse pet nuisance to third parties
- work with stakeholders, including local councils and the SPCA, to support our tenants to meet their obligations as responsible pet owners
- provide clear guidance to employees to manage pets on our properties.

2. Strategic Framework

2.1 Legislation

The following relevant legislation is referenced in the development of this policy:

- Housing Corporation Act 1974
- Health and Safety Act at Work Act 2015
- Residential Tenancies Act 1986
- Dog Control Act 1985
- Animal Welfare Act 1999

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- Privacy Act 1993
- NZ Bill of Rights Act 1990
- Human Rights Act 1993

3. Policy

The Kāinga Ora pets policy sets a new direction on tenant's pet ownership and represents a permissive and pet-friendly approach to the keeping of pets.

Removing pet-related barriers to housing accessibility is fundamental to our pets policy approach. We will continue to protect our tenants, employees, contractors, sub-contractors and members of the community from the health and safety risks associated with dogs and other pets.

Tenants, including tenants living in Home Lease Properties and tenants of Community Group Houses, may keep pets solely for the purpose of companionship and no longer need to prove a dog is a disability assist dog or that they need a dog for health reasons.

3.1 Keeping a pet at a Kāinga Ora property

All Kāinga Ora applicants, tenants, and other persons residing at an Kāinga Ora property with Kāinga Ora permission can keep pets on Kāinga Ora properties subject to specified exceptions, conditions and obligations contained in this policy.

Tenants are required to notify Kāinga Ora if they intend to get or keep a pet. Kāinga Ora will collect information about the pet in a Pet Information form completed by our tenant.

Tenants who wish to keep a dog or livestock animal will be asked to complete and sign a Pet Information form to the effect they will keep Kāinga Ora informed of any changes in pet ownership and comply with all reasonable conditions Kāinga Ora may attach to their pet being on Kāinga Ora property. Where the tenant is not the registered owner of the pet(s) the tenant and the pet(s) owner will be asked to complete the Pet Information form.

3.2 Benefits of keeping a pet

Pet ownership has been linked to improved health outcomes for people. The role pets play in mental health (as compared to physical health) may be where the strongest connection to wellbeing lies. There is an established link between heart disease and mental unwellness. Improving mental wellbeing (often through social enhancements) may be key in extending life expectancy, especially for population groups vulnerable to poor social connectedness. These groups often have a lower life expectancy. Having a pet can increase your lifespan by enhancing:

- happiness, joy and empathy through caring for a pet
- natural everyday movement – for example, dog-walking, providing food and water for the pet, and looking after the pet's accommodation needs

- having a sense of purpose – at the very simplest level, pets can provide “a reason to get up in the morning”
- regular de-stressing activities – interaction with pets can reduce stress. There is evidence petting an animal may reduce heart rates., and co-sleeping with pets may improve some people’s quality of sleep
- belonging and commitment – pets can act as a social catalyst, promote social connections, conversations, even leading to the development of networks of practical support (a form of commitment). The connectivity of pets can extend to include non-pet owners.

3.3 How many pets can a tenant keep at a Kāinga Ora premises?

The keeping of pets is subject to local council bylaws, including the number of pets able to be kept at specific premises.

3.4 Kāinga Ora tenants can keep a pet unless exceptional circumstances apply

Exceptions to keeping a pet in an Kāinga Ora property are if the:

- property is unsuitable for a pet (this decision will be exercised reasonably) or
- property is subject to Body Corporate rules or lease rules, local council bylaws, resource consents, local plan rules or subdivision consents that prohibit pets or
- dog that the tenant wishes to keep in the Kāinga Ora property is classified by the local council under the Dog Control Act as dangerous or menacing (Appendix A has a list of classified dogs) or
- tenant is disqualified from owning a pet under the Dog Control Act or the Animal Welfare Act.

Additional exceptions to keeping a pet in a Kāinga Ora property apply if the:

- pet attacks any person or
- tenant persistently fails to secure their pet when requested (this also includes any visiting pets) or
- pet causes a persistent and serious nuisance to the neighbours and communities or
- pet causes serious damage to the property.

3.5 Pet nuisance, animal welfare and dog attack

15. Kāinga Ora will work to resolve issues with tenants, and refer to our stakeholder partners where:
 - concerns have been raised about pet nuisance (including behaviour) to the relevant local council animal control
 - concerns about animal welfare are raised with the local SPCA
 - there is any dog attack.

3.6 Ending a tenancy due to breaches of the pet policy

Kāinga Ora supports our tenants keeping pets and will endeavour to sustain tenancies and only consider taking Tenancy Tribunal action when all other options have been exhausted.

Where serious breaches of the tenancy agreement occur, Kāinga Ora will seek to remove the pet from the property and not evict the tenant.

In the case of a dog attack, we will only consider ending a tenancy in exceptional circumstances if the dog attack causes serious harm and:

- the tenant refuses to comply with a Tribunal order to remove an unregistered dangerous or menacing dog that remains on the premises, or the
- the tenant uses a dog as a weapon – sets dog on a Kāinga Ora employee or contractor while on a property visit, or
- the tenant fails to comply with the conditions of their new tenancy agreement.

3.7 Application of policy to different types of pets

The definition of a pet is based on the owner's perception of the relationship with their animal. If they state the animal is a pet, then we will accept that it is a pet. We classify pets as animals kept for companionship, security, health/disability aid or as a hobby.

Animals kept primarily for commercial reasons or for illegal purposes e.g. breeding and homing of fighting dogs, are not pets. Additionally, feral, pest, exotic and zoo animals are not considered to be pets under this policy.

3.8 Tenancy agreement, variations clause and transitional arrangements

Tenancy Agreements will contain a new pet clause that is consistent with the new Pets Policy. The new pet clause will replace the current no-dog clause in our Tenancy Agreements. Kāinga Ora supports our tenants keeping pets and will endeavour to sustain tenancies and only consider taking appropriate action when all other options have been exhausted.

All tenants having a Tenancy Agreement signed on or before 30 August 2018 will be invited to sign a Tenancy Agreement variation clause to replace their existing no-dogs Tenancy Agreement clause with the new pet policy clause if:

- they apply to keep a dog or livestock animal
- it is discovered they are keeping a dog(s) or livestock animal(s) on Kāinga Ora property without permission
- they keep a dog(s) or livestock animal(s) on Kāinga Ora property without permission and the pet is causing a nuisance.

Tenants cannot be required to sign a variation to their current Tenancy Agreement. If a current tenant declines to sign the variation clause, the existing clauses in their Tenancy Agreement will apply and they may be asked to remove their dog.

Once the tenant signs the variation, this new policy applies to the tenant and Kāinga Ora will:

- retrospectively apply the new policy to any existing dog(s) or livestock pet(s) the tenant may have acquired without permission, i.e., grant permission to keep the pet(s) unless any of the exceptional circumstances above apply – see 3.4
- manage any existing or future pet nuisance and pet attack according to this policy.

Tenants already granted permission to keep a dog under the previous dog policy will continue to be allowed to keep that dog or dogs whether or not they sign the Tenancy Agreement variation.

3.9 Keeping pets indoors

All livestock are prohibited from entering inside Kāinga Ora homes. Dogs, cats and 'other pets' (pets kept in cages or other escape-proof containers) can enter inside Kāinga Ora homes.

Tenants are liable for pet damage caused to their homes. A pet that causes persistent and serious damage to Kāinga Ora property will not be allowed inside Kāinga Ora homes.

Enforcement will be through the Tenancy Tribunal.

3.10 Properties suitable for keeping pets

Apart from complexes having body corporate rules and multi-storey apartments that prohibit the keeping of pets, pets can be kept at most property types. In relation to property suitability and the ability to contain pets, respective council bylaws will apply.

Where fencing is inadequate, the tenant must provide an alternative means of controlling their pets, e.g., a kennel with an attached run or tether.

3.11 Local council bylaws

Local councils' bylaws and specs of the property being let are two things that the tenancy manager needs to be well acquainted with before determining the suitability of the property to keep pets.

Local council bylaws may also specify rules about the minimum size of a yard for keeping pets. If the property does not meet these minimum size requirements the property is not suitable for the keeping of a pet. These bylaws frequently apply to the keeping of livestock in urban areas.

Tenants are asked to demonstrate to Kāinga Ora that their dogs are registered and microchipped or they agree to register and microchip their dogs in accordance with the Dog Control Act requirements, but Kāinga Ora will not monitor compliance or enforce this requirement.

3.12 Information sharing with stakeholders

Kāinga Ora will share pet-related information with local councils, the SPCA and the police where it is permitted to do so within the confines of the applicable legislation including but not limited to the Privacy Act 1993.

A Pet Privacy Waiver attached to the Pet Information form will be sought granting Kāinga Ora permission to share pet and pet owner information with local councils, SPCA, police and contractors. It is not mandatory that the tenant signs the privacy waiver.

Kāinga Ora has developed a non-legally binding and collaboration-focused Memorandum of Understanding (MOU) with the SPCA. The MOU recognises that the SPCA and Kāinga Ora have a mutual interest in the welfare and responsible ownership of animals, particularly dogs, in Kāinga Ora properties across New Zealand.

3.13 Dog visiting a property

Kāinga Ora tenants will be asked to complete a Pet Information form if they are temporally caring for a dog. The tenant will then be allowed to keep the pet subject to conditions contained in this policy, namely, that the:

- property is suitable for a pet
- property is not subject to Body Corporate rules or lease rules, local council bylaws, resource consents, local plan rules or subdivision consents that prohibit pets
- dog that the tenant wishes to keep in the Kāinga Ora property is not classified as dangerous or menacing under the Dog Control Act (Appendix A has a list of classified dogs)
- tenant is not disqualified from owning a pet under the Dog Control Act or the Animal Welfare Act.

3.14 Disability assist dogs

If a tenant requires the support of a disability assist dog but the Kāinga Ora property allocated to the tenant is not suitable for a dog, special efforts will be made to make the premises suitable. Where a property cannot be made compliant the tenant may be considered for a business-initiated transfer.

Kāinga Ora tenants with a disability assist dog cannot be excluded from properties otherwise excluded in this policy on the grounds of property type, local council bylaws, and corporate body rules. Disability assist dogs are allowed to accompany their trainer or owner to public and private places that might otherwise be restricted dog-access places.

In the unlikely event of disability dog nuisance, the tenancy manager must first contact the certifying organisation and work with them and the tenant to resolve any issues. Tenancy managers will not initiate legal action against tenants who are owners of disability assist dogs without first consulting the Kāinga Ora legal team.

4. Health and Safety

We are committed to providing employees and contractors with a safe and positive working environment. Dog attacks are a common occurrence and pose a serious risk to employees and contractors visiting tenants' homes.

All our current pet-related health and safety policies remain in place, plus the following additional mitigations:

- our contractors are not obliged to go on site if they see an untethered dog/livestock
- classified dangerous and menacing dogs are prohibited on Kāinga Ora properties
- system changes will be made to improve visibility of pet risks for staff and contractors
- employees are obliged to report stray dogs directly to local council dog control
- all employees who visit tenants' homes must complete a new eLearning module on dog situational awareness. This module will also be offered to our contractors.

"Dog attack" includes dog bite, and dogs aggressively rushing at or jumping up on an employee, contractor or other person. The employee or contractor does not have to suffer physical or mental harm for an incident to be recorded in Kotahi as a dog attack.

5. Glossary

The following glossary clarifies some of the key terms used.

Term	Definition
Business-initiated transfer	Where Kāinga Ora transfers a tenant, either temporally or permanently, from their Kāinga Ora property to an alternative one.
Dangerous and menacing dogs	Dog breeds and types specified in the Dog Control Act or dogs classified under the Dog Control Act as a high risk. These dogs are not allowed on Kāinga Ora premises.
Disability assist dog	<p>A dog certified under the Dog Control regulations to assist people with disabilities.</p> <p>Disability assist dogs can accompany their owners wherever the owner goes. Policy exceptions to getting and keeping a dog do not apply to disability assist dogs.</p>
Disqualified owner (of a dog)	<p>A person disqualified from owning a dog under the Dog Control Act.</p> <p>Kāinga Ora will not permit a disqualified owner to keep a dog on Kāinga Ora premises.</p>

Term	Definition
Dog attack	Dog attack includes dog bites, and a dog aggressively rushing at or jumping up on a staff member, contractor or other person. The staff member or contractor does not have to suffer physical or mental harm for an incident to be recorded as a dog attack.
Dog control officers/rangers	Officers and Rangers appointed by the relevant Territorial Authority to exercise powers under the Dog Control Act. Officers and Rangers must carry their warrant of appointment and proof of identity and produce it if required to do so.
Pet	Pets include dogs and cats; caged birds; caged small mammals; fish/reptiles/amphibian/insects kept in an escape-proof container (aquarium/vivarium/terrarium). A working dog is a pet for the purposes of this policy. Depending on the owner's perception livestock can be considered pets.
Pet information form	A form to notify Kāinga Ora of the tenant's intention of keeping a dog or livestock animal as a pet on a Kāinga Ora premises and to collect information about the dog or livestock animal. The tenant signs to agree to the conditions attached to getting and keeping a pet and the tenancy manager signs to acknowledge notification from the tenant of an intention to get or keep a pet. Failure to fill in the Pet Information form by the tenant may result in them not able to keep pets.
Persistent and serious pet nuisance	Interference with the reasonable peace, comfort, or privacy of neighbours under the Residential Tenancies Act or dogs barking, roaming or causing damage under the Dog Control Act. Nuisance includes pets fouling a property causing health and safety issues, including noxious smells. The nuisance must be re-occurring and have a detrimental effect on neighbours. A one-off event that is remedied is not a "persistent and serious" nuisance.
Pet privacy waiver	A privacy waiver attachment to the Pet Information form granting Kāinga Ora permission to share pet and pet owner information with local councils, SPCA, police and contractors. It is not mandatory that the tenant signs the privacy waiver.
SPCA	Royal New Zealand Society for the Prevention of Cruelty to Animals (SPCA) is a charity that helps protect animals who are

Term	Definition
	sick, injured, lost or abandoned and investigates cases of animals being neglected and ill-treated. SPCA inspectors are appointed and empowered under the Animal Welfare Act to enforce the Act.
Tenancy agreement variation	A form compliant with s13B of the Residential Tenancies Act signed by the tenant(s) and the tenancy manager that replaces the previous pet policy clauses in a Tenancy Agreement with the new pet policy clause It is not mandatory that the tenant signs the variation and Kāinga Ora cannot require a tenant to sign the Tenancy Agreement variation if they choose not to do so.

6. Version Control

Details of previous versions are stored in the Kāinga Ora document management system (Objective).

7. Appendices

The following appendices are attached to this policy:

- Appendix A: Dangerous and Menacing Dogs
- Appendix B: High Level Process

7.1 Appendix A: Dangerous and Menacing Dogs



American Pit Bull Terrier



Brazilian Fila



Japanese Tosa



Dogo Argentino



Perro de Presa Canario.

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7.2 Appendix B: High Level Process

HIGH LEVEL PROCESS



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