



**EXPERT ADVICE**

# Letting to tenants with pets

Top tips on renting to tenants with pets, that covers damage, liability and reasonable contract terms.

# LETTING TO TENANTS WITH PETS

## Are you a landlord considering letting your property to someone with a pet?

Many people with pets still find it difficult to find a rental property which is why having a positive attitude to pets can actually increase demand for your property and encourage tenants to stay for longer as they are aware of how rare pet-friendly rental accommodation is to find.

**If you are considering letting to tenants with pets, we suggest that you first consider the following:**

- 1 If your property is owned under a 'leasehold', check to see if there are any restrictions in the deeds that would prevent you renting to tenants with pets.
- 2 Make sure that you give permission *in writing* allowing the pets to stay in the property, preferably in the tenancy agreement. According to the Unfair Terms in Consumer Contracts Regulations 1999 the Office of Fair Trading deems a "No Pets" clause unlawful. It expects landlords to not unreasonably withhold consent for tenants to have pets.
- 3 **ALWAYS** make a detailed check-in inspection report, detailing the condition of the property at the beginning of the tenancy, as this is how it will be expected to be returned – after taking into account fair wear and tear. Damage caused by the pet is not generally expected to constitute fair wear and tear.
- 4 It is advisable that you make additional, but reasonable requirements for your tenant which can be any of the following:
  - Add an Additional Clause/Special Condition asking the tenant to accept responsibility for any additional damage caused by the pet; this may be made at any time during the tenancy depending on when the pet is brought into the property. (See our guide for Reasonably Worded Pet Clauses).
  - Request a higher deposit, acknowledging the greater potential for damage and costs at the end of the tenancy (e.g. 6 weeks rent as opposed to 4 weeks).
  - Request the tenant signs an agreement for specialist cleaning at the end of the tenancy, if required – remember this cannot be enforced if the cleaning is NOT required.
  - Request a separate non-refundable payment for cleaning or fumigation/de-infestation to be carried out at any point after the end of the tenancy on the basis that an issue may not become apparent for a significant time after the tenant has vacated the property.

## Do not

- Charge over what is reasonable for allowing a pet in the tenancy agreement.
- Refuse to house an Assistance Dog - these **MUST** be permitted in your property by law and it is illegal to discriminate against those with disabilities, including those with an Assistance Dog.

## Additional Guidance


- If you believe your tenant is keeping a dangerous dog, as defined in the Dangerous Dogs Act 1991, then it is your responsibility to report this to the police or local authorities.
- If constant barking is causing a nuisance to neighbours you should insist the tenant investigates the cause of the problem. If the tenant is unable to successfully find the reason it is advised they contact a veterinary surgeon, dog behaviourist or animal welfare organisation for advice (remember this may become a lease issue).
- If you are concerned about the welfare of an animal being kept in your property or you believe a previous tenant has abandoned the animal then you should report it to an animal welfare agency immediately. (England and Wales – RSPCA, Scotland – SSPCA, Northern Ireland – USPCA).
- Finally, please be aware that if a tenant abandons a pet in your property and you cannot trace the tenant, the pet becomes your responsibility!




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