



# RENTING TO PET OWNERS

A guide for landlords and letting agencies





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# THE BENEFITS OF ACCEPTING PETS

Opening your property up to tenants with pets will maximise its rental potential. By excluding pet owners you will be missing out on a huge part of the rental market, which makes no business sense.

By accepting tenants with pets you can:

**Increase demand for your property** – with so few properties on the market that accept tenants with pets, your property will be in high demand. Pet-friendly properties are much sought after and won't be vacant for long

**Encourage tenants to stay for longer** – pet owners know how difficult it is to find rented accommodation that allows pets so they are more likely to stay longer than tenants with no pets

**Attract responsible tenants** – responsible pet owners often make the most responsible tenants. The lack of rented accommodation for pet owners also means that tenants will be less likely to do anything to jeopardise their tenancy



It's also important to remember that the **Office of Fair Trading** considers a blanket ban on keeping pets in a property to be unfair under the Unfair Terms in Consumer Contracts Regulations 1999. Therefore landlords should not include a "No Pets" clause in their standard tenancy agreement. The Office of Fair Trading believes that a fair clause would require the tenant to get the landlord's consent before they bring pets into the property but the landlord should not unreasonably withhold their consent.

# WHY WE NEED YOUR HELP

It's estimated that 45% of households in the UK own a pet<sup>1</sup> and 4.2 million households live in privately rented accommodation<sup>2</sup>. Yet few landlords will rent their properties to tenants with pets.

As the UK's largest dog welfare charity, Dogs Trust is only too aware of the problems faced by pet owners looking for privately rented accommodation. All too often people are forced to live in unsuitable properties or keep pets without consent from their landlord. In some extreme cases, owners are forced to give up their pets or else face becoming homeless.

A survey<sup>3</sup> by Dogs Trust found that:

- **Pet owners can take up to seven times longer to rent a home compared to non-pet owners**
- **1 in 3 pet owners could not find a suitable property that would accept their pet**

Dogs Trust launched its Lets with Pets scheme in 2009 to help pet owners and to show landlords and letting agencies that accepting pets is straightforward and makes good business sense. By following the simple steps set out in this booklet, anyone can maximise their property's rental potential.

Landlords and letting agencies can get further advice and free resources at **[www.letswithpets.org.uk](http://www.letswithpets.org.uk)**

Pet-friendly letting agencies can also join our Lets with Pets scheme. Agencies must be a member of a professional body and agree to our Lets with Pets principles. Scheme supporters will receive free advertising on our Lets with Pets website.

<sup>1</sup> Pet Food Manufacturers Association [www.pfma.org.uk](http://www.pfma.org.uk)

<sup>2</sup> Office for National Statistics, census results 2011

<sup>3</sup> Dogs Trust survey of pet owners, 2011







## ACCEPTING PETS - THE NEXT STEPS

If you are willing to consider pets in your property, there are six simple steps that you should take to ensure the tenancy runs as smoothly as any other.

## STEP 1

# Checking the terms of your freehold and lease

Before you give permission for a pet to be kept in your property, it's important to check your title deeds and lease. Even though you own your property, there may be certain stipulations in the deeds which would prevent you from giving permission for tenants to keep pets.

In **England & Wales** if you own a freehold property, there are usually no restrictions on keeping pets but some older freeholds may have restrictions on keeping animals.

If you own a leasehold property, it's important to study the terms of your lease to see whether there are any restrictions which would prevent you from accepting tenants with pets. If there are no such restrictions, you would normally be entitled as a private landlord to allow tenants to keep pets at your discretion.

If your lease does restrict or prohibit pets, you may wish to approach the freeholder to see whether they would be willing to change the terms of your lease or give you permission in writing to allow pets in your property.

If you own a share of the freehold and all the other freeholders are in agreement, you may be able to amend the lease to allow pets. You would need to contact a solicitor for advice.

**Scotland** also has heritable property which is similar to the concept of freehold title in England & Wales. Although there are leasehold properties in Scotland, these tend to be less common than in other parts of the UK.

If you are concerned there may be restrictions preventing you renting a property to pet owners please seek advice from a property specialist or solicitor.

“ Not many landlords allow pets and therefore if you do, you will have an edge over the competition in your area. ”

Pet-friendly landlord

## STEP 2

# Asking the right questions about the pet

Deciding that you are willing to consider pets does not mean that you must accept every pet. We would recommend you consider each tenant and their pet on a case by case basis.

You should also think about how many pets you want to accept in your property. It's reasonable to limit the number of pets, depending on the size of your property, but remember pets often benefit from living in pairs so do not automatically enforce a "one pet only" rule.

It's a good idea, where practical, to meet the tenant and their pet in their current home so you can see how they live together and how the pet behaves. Use the check list opposite as a guide to the questions you should be asking. This will also help you determine whether the tenant is a responsible pet owner.





# Pet Check List

## FOR ALL PET OWNERS

- What type of pets do you own and how many?
- How long have you had your pets for?
- Are you able to provide a reference for your pet from a previous landlord?
- Are your pets registered with a local veterinary practice?
- Are your pets regularly vaccinated and treated for fleas and worms (if applicable)?
- Do you have someone who can care for your pet in case of an emergency?
- Do you have someone who can care for your pet while you are away or on holiday?

## FOR CAT OWNERS

- Is your cat trained to use a litter tray?
- Do you keep your cat inside or will it need to go outside of the property?
- Will your cat need a cat flap?

## FOR DOG OWNERS

- How often do you walk/exercise your dog?
- How often will your dog be left at home alone and for how long?
- Do you have a dog sitter or dog walker for when you are not at home?
- Is your dog toilet trained?
- How does your dog get along with other people, such as visitors to the property?
- Has your dog ever attended obedience or behaviour training classes?

## STEP 3

# Asking for a pet reference

It's a good idea to ask prospective tenants to provide a reference for their pets from a previous landlord if they have rented before. If you are using a tenant referencing company then ask them whether they can include questions about the tenant's pets.

The key points that should be covered in a pet reference are:

- ✓ How long did the tenant live in the previous property with their pets?
- ✓ Which pets did they own at that time?
- ✓ Does the referee consider the tenant to be a responsible pet owner?
- ✓ Were the tenant's pets well behaved?
- ✓ Did their pets cause any damage to the property?
- ✓ Did their pets cause a nuisance to neighbours or visitors?



“ The majority of pet owners are responsible and prepared to pay a larger deposit. ”

Pet-friendly landlord

## STEP 4

# Including a pet clause in your tenancy agreement

Once you have decided to rent your property to a tenant with a pet you should include a pet clause in your tenancy agreement. An example of a pet clause would be:

“It is further agreed between the Landlord and Tenant that the Landlord grants permission for the Tenant to keep a pet {insert animal type and breed} named {insert animal name} (“The Pet”) in The Property for the duration of the Tenancy. The Tenant agrees not to keep or permit to be kept on the Property any further pets or animals of any description without the previous consent in writing of the Landlord.”

You may also want to include a clause related to damage and cleaning of the property at the end of the tenancy:

“The Tenant hereby undertakes and agrees to remedy and pay for any damage caused to The Property and/or contents of The Property which shall have been caused by The Pet residing in The Property. For the avoidance of doubt any such damage shall not be deemed to be fair wear and tear.”

“The Tenant agrees to pay for the professional cleaning of the property at the end of The Tenancy including the cleaning of all carpets and treating the property for fleas and mites.”

### PET POLICY

You may also wish to introduce a pet policy which sets out what is expected of tenants with pets while they are living in your property.

Visit [www.letswithpets.org.uk](http://www.letswithpets.org.uk) to download a free sample pet policy.



## STEP 5

# Asking for a higher deposit or professional clean

There are a few steps you can take to minimise the risk of damage to your property:

**Higher deposit:** You can ask your tenant for a higher deposit to cover any damage that may be caused by their pets. Many landlords ask for an extra two weeks rent on top of their normal deposit.

The money should be held in a recognised deposit scheme. There are a number of Government-approved tenancy deposit protection schemes. Further details can be found on [www.gov.uk](http://www.gov.uk)

**Professional clean:** You may want to ask pet-owning tenants to professionally clean the property when they move out. This should include professionally cleaning all soft furnishings and carpets and treating the property for fleas and mites. This can be written into the tenancy agreement.

Some landlords and letting agencies ask for an upfront, non-refundable pet payment to cover the cost of professionally cleaning the property once they have moved out. However, such charges are **not permitted in Scotland** where landlords are unable to charge any administration fees to tenants.

**Landlords insurance:** Check with your insurance company whether your landlord building and contents insurance covers accidental pet damage.

There are landlord insurance policies that cover accidental pet damage as standard. They are available through some letting agencies and direct through one of the leading UK insurance companies. Please visit [www.letswithpets.org.uk](http://www.letswithpets.org.uk) for more details.



## STEP 6

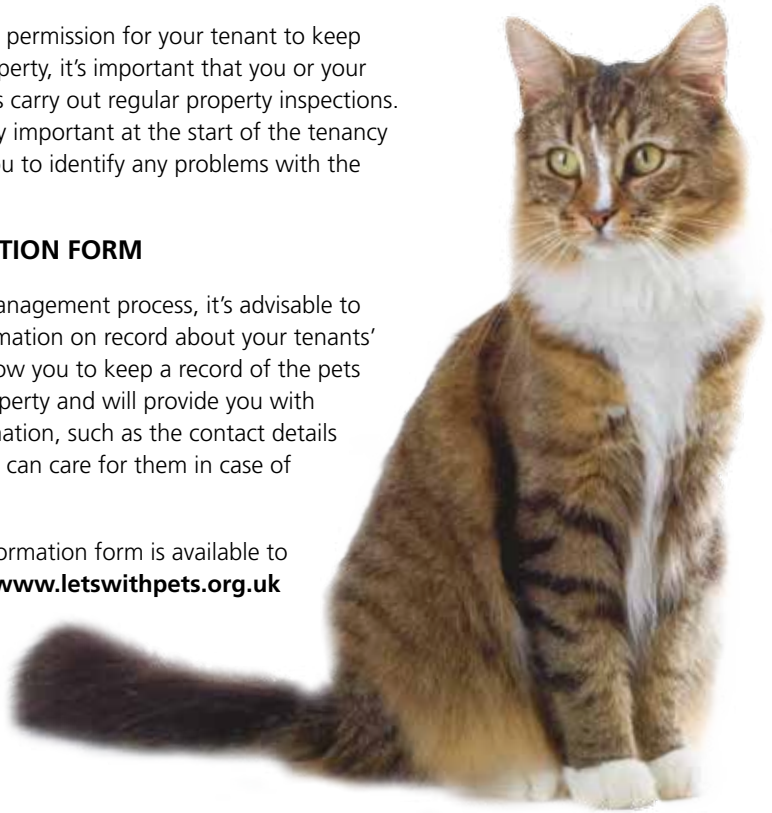
# Managing your property

If you have given permission for your tenant to keep a pet in your property, it's important that you or your managing agents carry out regular property inspections. This is particularly important at the start of the tenancy as it will allow you to identify any problems with the pet early on.

### PET INFORMATION FORM

As part of the management process, it's advisable to keep some information on record about your tenants' pets. This will allow you to keep a record of the pets living in your property and will provide you with important information, such as the contact details of someone who can care for them in case of an emergency.

A sample pet information form is available to download from [www.letswithpets.org.uk](http://www.letswithpets.org.uk)



“ Most people have some form of pet ... if you cut them all out you'd have no tenants. ”

Pet-friendly landlord





# FREQUENTLY ASKED QUESTIONS

## **Q. What can be done to prevent odours caused by pets?**

**A.** Tenants must keep the property clean and odour-free by regularly cleaning their pets' cages. Dogs must not be allowed to foul inside the property, and cats and indoor rabbits must use a litter tray that is regularly emptied. All cats, dogs and indoor rabbits must be house trained.

## **Q. What about tenants with pet allergies?**

**A.** It's possible that tenants with pet allergies may move into a property where pets have previously lived. As long as the property has been cleaned, vacuumed and aired thoroughly they should not experience any problems. Most pet allergies are mild and can be controlled with antihistamine medication. However, you or your agent should disclose to potential applicants that a pet resides or has previously resided at the property to ensure there are no complications if the new tenant has allergies.

## **Q. What about assistance dogs?**

**A.** Assistance dogs, such as guide dogs, hearing dogs, and dogs for disabled people, must be permitted by law in your property. The Disability Discrimination Act (2005) prohibits anyone who is renting or selling a property from discriminating against a disabled person. This includes discriminating against a person with an assistance dog.

## **Q. What about other laws relating to pet owners?**

**A.** There are a number of laws that apply to pet owners in the UK, such as the Animal Welfare Act 2006, the Animal Health and Welfare Act (Scotland) 2006 and the Dangerous Dogs Act 1991. Full details can be found at [www.gov.uk](http://www.gov.uk)

## **Q. What about barking?**

**A.** If a dog kept in your property is barking and causing a nuisance to neighbours, you should insist that your tenant investigates the cause of the problem. Dogs bark for many different reasons, including excitement, fear, boredom, frustration, because they are guarding the home or because they cannot cope with being left alone. If the tenant is unable to solve the problem on their own, they should contact a veterinary surgeon, dog behaviourist or animal welfare organisation for advice.

## **Q. What about fouling?**

**A.** Most dogs are toilet trained as puppies so fouling inside the property should not be a problem. Dog owners are legally responsible for cleaning up after their dogs when they foul in a public place. Cat fouling is not covered by any law but tenants with cats should provide them with a litter tray indoors to discourage them from fouling in neighbours' gardens. Tenants must always clean up after their pets in the garden or communal areas.

**Q. What about preventing fleas and worms?**

**A.** Pets that receive regular preventative flea treatments rarely get fleas. Flea treatments are available from veterinary practices for dogs, cats and rabbits. Dogs and cats also need to be regularly wormed as part of their healthcare routine. If you are concerned about whether your tenant's pets have been treated for fleas and worms, ask to see copies of their treatment records.

**Q. What about flea infestations?**

**A.** If there is a flea infestation in your property, you can buy a flea spray that is specifically designed to treat homes. Once you have treated the property, you should also shampoo and vacuum the carpets, curtains and sofas. If you have a serious flea infestation, you should consult a pest control company.

**Q. What about pets who are neglected or abandoned in my property?**

**A.** If you are concerned about the welfare of an animal kept in your property or you think that a previous tenant may have abandoned their pet, you should contact an animal welfare organisation immediately. In England & Wales you can report abandonment and neglect to the RSPCA, in Scotland to the SSPCA, in Ireland to the ISPCA and in Northern Ireland to the USPCA.

**Q. What about dangerous dogs?**

**A.** Under the Dangerous Dogs Act 1991 it is illegal for anyone to own or keep a Pit Bull Terrier, Japanese Tosa, Dogo Argentino or Fila Brasileiro, unless the dog is registered on the Index of Exempted Dogs. It is also an offence to allow any dog to be dangerously out of control in a public place. This includes instances where there is a fear that an injury may occur. If you believe that your tenant is keeping a dangerous dog at your property, you should report it to the police or the local authority.





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