



# Navigating Pets: Landlord Protections Explained

As a landlord, understanding the new pet policies under the Renters' Rights Bill is crucial to ensure you're complying with the law while protecting your property. With tenants now having the right to request permission to keep pets, it's essential to know how to navigate these changes, mitigate potential risks, and set clear expectations in your tenancy agreements. This guide provides you with a comprehensive overview of your rights and responsibilities, along with practical tips and template clauses for managing pets in rental properties.

## 1. Understanding the New Pet Policies

Under the Renters' Rights Bill, tenants now have the right to request permission to keep pets in rented properties, and landlords cannot automatically reject these requests. However, this doesn't mean you're required to accept pets if you have valid reasons for refusal.

### What does this mean for you as a landlord?

- Request Process: Tenants are required to formally request permission to keep a pet, and you must respond within a reasonable time (usually 28 days).
- Justifiable Refusals: While you cannot simply refuse a pet request without a
  valid reason, you are allowed to deny pets if there are concerns about
  property damage, the tenant's history with pets, or if the property isn't
  suitable for pets.
- Reasonable Conditions: You can set reasonable conditions to mitigate risks, such as ensuring the pet is well-behaved, properly insured, and the tenant takes responsibility for cleaning up and maintaining the property.

# Tips for Mitigating Risk When Allowing Pets

While tenants now have more rights regarding pets, you can take steps to reduce the risks associated with allowing pets on your property.

#### **Set Clear Expectations**

It's essential to set clear rules regarding pet ownership in your tenancy agreement. Some key points to include:

- Maximum number and type of pets allowed
- Restrictions on size or breed (e.g., no large dogs, or specific breeds you're uncomfortable with)
- Tenant responsibility for cleaning up after pets and maintaining property cleanliness
- Requirement for pet insurance to cover potential damages
- Potential for a higher deposit or pet bond to cover any damage caused by the pet (if allowed under local laws)

### **Request Pet References or Documentation**

Before approving pets, ask your tenant for references from previous landlords or documentation showing their pet's history. This can include training certifications, proof of vaccinations, and any records that indicate the pet has not caused damage in previous tenancies.

### **Use a Pet/Additional Deposit**

If allowed by law, consider charging an additional pet bond or damage deposit. This provides you with extra protection in case the pet causes damage during the tenancy. You can clearly outline this requirement in the tenancy agreement.





# Template Pet Clauses for Tenancy Agreements

To help you set clear terms regarding pets in your tenancy agreements, here are two template pet clauses you can use or adapt as needed:

#### **Pet Clause Template 1: General Pet Policy**

"The tenant is permitted to keep a maximum of [insert number] pet(s) on the premises. The following types of pets are permitted: [insert specific types, e.g., dogs, cats, rabbits, etc.]. The tenant agrees to maintain the property in a clean and undamaged condition and will ensure the pet(s) do not cause damage to the property. The tenant is responsible for cleaning up after the pet(s) and disposing of waste appropriately. The tenant agrees to provide proof of pet insurance, covering damage and liability, if requested by the landlord."

# **Pet Clause Template 2: Conditions of Pet Permission**

"Permission for the tenant to keep a pet in the property is conditional upon the following:

- The tenant must provide a reference from a previous landlord confirming the pet's behaviour.
- The tenant must provide proof of vaccinations and pest control treatment for the pet(s).
- The tenant agrees to pay an additional pet deposit of [insert amount] as security against any potential damage caused by the pet(s).
- The tenant is responsible for all costs related to damage caused by the pet(s), including carpet cleaning, pest control, and any repairs required to the property.
- The landlord reserves the right to request the removal of the pet(s) should they cause damage or disturb the peace of the building or neighbourhood."

#### Conclusion

While the Renters' Rights Bill gives tenants greater rights regarding pets, it's important to remember that you, as a landlord, still have protections in place. By setting clear expectations, including appropriate clauses in your tenancy agreements, and conducting regular property inspections, you can successfully manage tenants with pets while safeguarding your property.

Take control by communicating your requirements upfront and addressing potential risks with clear agreements and procedures. Ultimately, this ensures both you and your tenants can enjoy a positive, pet-friendly rental experience.

#### **Need Help Navigating the Changes?**

If you're unsure about how the Renters' Rights Bill will affect your property, our experts are here to help. Contact us today for expert advice, tailored solutions, and peace of mind.



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