A Landlord's Guide to Pets in Rental Properties





Contents

Pet Deposits for Rental Properties	4
UK Changes on Renting with Pets	4
Can Landlords Say No to Pets?	5
Pet Rent	6
Why do Some Landlords not Allow Pets?	6
Why Should Landlords Allow Pets?	7
Is Your Property Suitable for Pets?	8
Different Types of Pets	8
Pet Law	9
Managing Tenants with Pets	10
Are Your Tenants Suitable Pet Parents?	10
Pets and Tenancy Agreements	11
Does Landlord Insurance Cover Pet Damage?	12
Regular Property Inspections	12
Gardens and Pets	13
Flea Infestations	13
A Change in Circumstances	14
Cleaning at the end of a Tenancy	14
Abandoned Pets	14
How Can Landlord Vision Halp Vou Manage Date in Pentale?	15

A Landlord's Guide to Pets in Rentals

First published September 2019 V2 March 2021 V2.1 October 2022

Copyright © 2020 Landlord Vision

The right of Landlord Vision to be identified as the author of this guide.

Disclaimer: This 'Landlord Vision' guide is produced for general guidance only, and professional advice should be sought before any decision is made. Nothing in this guide should be construed as the giving of advice. Individual circumstances can vary and therefore no responsibility can be accepted by the contributors or the publisher, Landlord Vision Ltd, for any action taken, or any decision made to refrain from action, by any readers of this guide. All rights reserved. No part of this guide may be reproduced or transmitted in any form or by any means. To the fullest extent permitted by law, the contributors and Landlord Vision do not accept liability for any direct, indirect, special, consequential or other losses or damages of whatsoever kind arising from using this guide.

We are a nation of animal lovers, but a huge number of landlords ban pets from their rental properties. In this guide we're looking at best practices and things to be aware of when renting to tenants with pets.

More than half of all adults in the UK own a pet. That amounts to around 20 million cats and dogs, many of them living in rental accommodation with their owners.

In 2008 the Dog's Trust did some research as part of their Lets with Pets campaign. They found that 78% of tenants had difficulties finding a landlord who would accept pets. By 2011, not much had changed. One-third of pet owners still could not find a suitable property and even if they did find one, it took them seven times longer than tenants without pets.

Pet Deposits for Rental Properties

Landlords in Wales and Northern Ireland traditionally charge higher deposits when tenants with pets move in. These higher deposits provide extra security around pet related damage in rental properties.

This also used to be the case in England and Scotland but now there are deposit caps in place. This means landlords in England and Scotland can no longer ask for higher security deposits to cover potential pet-related damage to rental properties. They can't charge a fee for extra cleaning as a result of pets either.

UK Changes on Renting with Pets

In 2020, just 7% of rental listings included that their property was suitable for pets. In an attempt to increase this percentage, <u>alterations have been made to the</u>

government's model tenancy agreement to make it easier for tenants to find rental homes that allow pets.

The <u>new standard tenancy agreements</u>, announced on January 28th 2021, were introduced under The Dogs and Domestic Animals (Accommodation and Protection) Bill. They state that renters can bring along well-behaved pets, so long as they pass a "responsible ownership test". This includes providing proof that a pet has been:

- Trained to respond to basic commands
- Treated for any worms/fleas
- Vaccinated
- Microchipped

Problems may arise with disputes over what constitutes a 'well-behaved' pet and what comes under the umbrella of 'basic commands'. These tests are not yet standardised, so it's down to the landlord to determine whether or not the pet meets the criteria.

Can Landlords Say No to Pets?

When using the government's new model agreement, a tenant must submit a written request for a pet. If a landlord wishes to object to the pet, they must provide a valid reason in writing within 28 days of the request. A valid reason might be that the property is too small and doesn't have a sufficient garden. If no response if given, this is deemed as consenting to the request.

Once a landlord has given permission for a pet, they must not charge any fees to a tenant for keeping the pet. However, the landlord is allowed to request a higher deposit from the tenant, so long as the tenant doesn't breach the terms of the Tenant Fees Act 2019 relating to capped deposits.

If you don't want to allow pets in your rental property you can always use a different tenancy agreement. This may be a good option if pets will never be suited to your property and you wish to include a clause to explain this.

Be sure to check the terms and conditions of your lease if you have a leasehold property. Sometimes leaseholds do not allow animals to reside in the property.

Pet Rent

A recent story in the Guardian newspaper reported that many landlords had begun charging "pet rent" in lieu of taking a larger deposit to cover extra pet related costs and damage. Some tenants said they were being charged as much as £50 extra each month to have their pets living with them in their rental home. Letting agents say additional pet rent is the only way landlords can charge a pet deposit in countries where deposits are capped without breaking the law.

Some landlords are now asking for <u>pet references or a pet CV</u>. References are obtained from the tenant's former landlord to ascertain the behaviour of the animal and to make sure that pet-related damage didn't occur in the tenant's previous property. A pet CV provides information about the animal that the landlord can use to determine whether they think the pet is suitable for their property. This often includes a pet's age, breed, training, behaviour, and health information, including vaccinations and flea treatments.

Why do Some Landlords not Allow Pets?

Whether or not to allow pets in rentals is a contentious subject for landlords. On the one hand, they are great companions for their tenants, but on the other, pets can cause a lot of damage to a rental property.

Cats are renowned for scratching carpets, doors, and furniture. Dogs are known to do all of that and more. Some animals can dig and cause mess in the garden and others can cause noise complaints if they are left alone for long periods of time or they are not well trained by their owners. Animals can cause flea infestations and in some rare cases where they are of a bad temperament or are mis-treated they can attack other people.

Even well-behaved pets can cause some damage. Their fur has a habit of getting everywhere, and it takes longer to clean a property when pets have lived there. This increases your bills at the end of a tenancy and if the neighbours adjacent to the property are not keen on animals, it could also negatively affect community relations.

Why Should Landlords Allow Pets?

Whether you like animals or not, there are a few sound reasons why allowing pets makes good business sense. Firstly, an overwhelming number of tenants will already have pets or be considering buying one. By excluding pets from a tenancy you significantly reduce the number of tenants your property will appeal to. This can make it a lot harder to find a tenant for your property. If you advertise your property as "pet-friendly", you can expect an increase in enquiries.

Tenants are more likely to stay in your property long-term if they can bring their pets.

A long-term, reliable tenant is worth far more than a succession of short-term tenants.

As pet friendly rentals are harder to come by, some tenants will be willing to pay a premium rent to move their pets in with them. This extra income can be used to cover any additional costs incurred adding pet cover to your landlord insurance policy.

Finally, having a pet provides <u>mental health benefits</u>. Pets are good company, which is especially important for the elderly and anyone living alone.

Is Your Property Suitable for Pets?

Before you decide whether to accept pets, it is worth thinking about whether your property is suitable for pets. A family home with a garden is ideal for cats, dogs, and most small pets. However, a flat on the 15th floor of a large block or an HMO may only be suitable for smaller pets like fish.

Don't advertise a property as pet-friendly if it isn't. Make sure you stipulate the types of pet that your property is suitable for. If you're operating a student let or an HMO make sure you follow any rules and regulations about allowing pets. In some instances there are rules around allowing pets in communal areas and you may need to consider the needs of other tenants if they have allergies.

Different Types of Pets

Whilst dogs and cats are the most common types of pets, these aren't the only creature your tenants may wish to bring with them.

Fish won't usually cause you any problems. Small pets, such as hamsters, gerbils, mice, and rats are not much of a problem either unless they are allowed out of their cage to roam free without adequate supervision.

Rabbits are another popular pet. Rabbits most often live outside in a hutch, so your tenants will need a garden. Check whether they have a run, and if not, is the garden

secure? Rabbits can dig under fences and won't hesitate to make their escape if the neighbours have a tasty patch of flowers or vegetables to chomp on.

Reptiles and other exotic pets are increasingly prized these days. From snakes to giant spiders, this type of pet usually lives in a terrarium and is unlikely to cause any damage.

Caged birds are less common, but some people enjoy keeping parakeets, canaries, budgies, etc. These shouldn't cause you any problems.

Treat each potential pet as an individual case. For example, not all staffies are vicious and not all chihuahuas are sweet. Research the pet's breed and temperament before you make a final decision. And if you want to see first-hand if the pet's behaviour matches the owners description, you can always ask to organise a "meet & greet" session.

Pet Law

It is good to have a general understanding of the law and how it relates to pets in rental properties.

A pet's owner can be held liable for any damage their pet causes. The Animals Act 1971 requires that a pet owner or anyone responsible for a pet (i.e. a pet sitter) must ensure the pet does not cause damage or injury.

The Animal Welfare Act 2006 covers all issues relating to animal welfare. This means that your tenants can be prosecuted for not taking proper care of their pets. We hope you don't have any reason to consult the Dangerous Wild Animals Act 1976, but if your tenant has a pet crocodile or a venomous snake they will need to have a license as these creatures are classed as dangerous.

In addition, there are various laws pertaining to certain breeds of dogs. Section 1 of the Dangerous Dogs Act 1991 prohibits ownership of specific breeds, including Pit Bull Terriers. Such dogs can be kept as pets, but they must not be a danger to the public, they must wear a muzzle in public, and be covered by third-party insurance.

Section 79 of the Environmental Protection Act 1990 relates to noise nuisance. If, for instance, your tenant owns a dog that barks at all hours of the day and night, they can be prosecuted and handed an unlimited fine.

<u>Section 12 of the Allotments Act 1950</u> states that tenants can keep rabbits or hens on their property. These pets cannot be kept for business purposes, such as selling eggs or breeding, and they must not be a nuisance or cause any health issues.

If you need any more information, the Dogs Trust has lots of useful resources.

Managing Tenants with Pets

Once you have made the decision to accept tenants with pets in your rental property, make sure your property listing states "pet-friendly". And if you use a letting agent, let them know you are willing to accept tenants with pets – and how many. Some landlords will only accept one cat or one small dog. If you do have restrictions on the number/type of pets, be clear about this upfront, to avoid any confusion.

Are Your Tenants Suitable Pet Parents?

Some pets require a lot of care. Whilst cats are mostly independent creatures happy to do their own thing, dogs are not. They need supervision and should not be left alone all day while the owner is at work. Dogs that are left alone for hours at a time,

either indoors or out in the garden, will soon get stressed and exhibit stress-related behaviour, such as excessive barking, chewing etc.

If your tenants have dogs and they work full-time, ask them how they intend to manage their pets when they are at work. Some people use a doggy day-care facility or pet walker, which is a suitable compromise. Or they might have a friend or relative that walks the dog during the day.

Pets and Tenancy Agreements

It is sensible to put some clauses relating to pets in your tenant agreement. Be specific about what you expect and what you don't want the tenant to do. For example, you could include a clause that states that pets must not cause a noise nuisance. You should also include a clause making it clear that the tenant will be responsible for any pet related property damage.

It is common for landlords to add a clause stating the tenant must pay for the property to be professionally cleaned at the end of the tenancy. This is more relevant for pets like cats and dogs, who are likely to leave behind more fur than pets like fish who will cause little to no extra cleaning.

Go over the tenancy agreement with the tenant, so they are clear about what you expect from them if they have pets.

Does Landlord Insurance Cover Pet Damage?

Pet damage cover for landlords may already be included as part of your insurance policy. Typically this will provide cover for your property's fixtures, fittings, and furniture if they were to be damaged by a tenant's pets.

It's a good idea to check your landlord insurance, both buildings and contents policies, to see whether they cover accidental pet-related damage. Many standard insurance policies don't, so you might want to include pet cover as an added extra. Alternatively, some companies offer specialist landlord insurance policies that already include cover in the event of accidental pet-related damage.

Taking out landlord insurance to cover pet damages will give you peace of mind when accepting tenants with pets and will widen the pool of tenants interested in your property.

Regular Property Inspections

Do a thorough property check and inventory before your tenant moves in. This will help in the case of any end of tenancy disputes.

Make sure to carry out regular inspections as you would do with a pet-free tenancy. It's a good idea to do them more often when pets are involved. Let the tenant know you'll be carrying out regular inspections to make sure their pets are well cared for and aren't causing any property damage.

Gardens and Pets

Pets like cats and dogs can cause a mess in the garden. You should indicate in your tenancy agreement, and to the tenant, that they are responsible for keeping the garden tidy. This includes cleaning up any faeces and rectifying any damage pets may cause.

If you're allowing free roaming pets like cats, dogs and rabbits your property will need a secure garden and a garden gate to make it safe for pets and to prevent them escaping.

Flea Infestations

Fleas are difficult to eradicate once a serious infestation takes hold and prevention is always better than the cure.

Dogs and cats typically pick up fleas from their environment. Flea eggs can survive dormant for several years, usually buried deep in carpets and upholstery. Deep cleaning helps but fleas can pass from animal to animal very easily, and they will linger once their source of food has left.

Make sure you stress the importance of regular flea treatments if your tenants have pets. Flea populations often explode over long periods of warm weather and it's essential that pets are regularly treated as a preventative measure. If your property becomes infested with fleas, you'll have a difficult task eradicating them before the next tenant moves in. For really bad infestations, call in the professionals to eradicate the fleas, their larvae, and eggs.

A Change in Circumstances

It isn't uncommon for an existing tenant to want to get a pet. It might be that they've inherited the animal or have rescued it or received it as a gift. Whatever the situation it may be the case that a previously pet-free tenant would now like a pet.

You should make the decision of whether or not to allow this request on a case by case basis. Consider the kind of animal the tenant wants to move in and whether the property is suitable for the animal in question. If you have a good relationship with the tenant and they are long term, you might have no hesitation in accepting a new pet at all.

Cleaning at the end of a Tenancy

When pets have been in residence, the property may need a more in-depth clean at the end of a tenancy. Be thorough when you do a check-out and let the tenant know if there are any issues related to their pets. It's often a good idea to pay for professional cleaners to come in and do a really thorough job particularly if there have been cats or dogs.

If there are any major issues, you may want to retain part of the tenant's deposit to cover the cost of cleaning or repairing damage. Keep all receipts for costs related to damage repair or cleaning. A tenant can challenge deductions from their deposit if they feel you are unfairly penalising them.

Abandoned Pets

Always check a property as soon as possible once a tenant has vacated, to make sure pets have not been left behind either accidentally or purposefully. This is very unlikely to happen, but in the rare instances where it does happen it's important to know sooner rather than later.

Abandoned pets are your responsibility. If you find a dog, cat or other creature, contact a local animal charity to see if they can help. In cases of serious neglect or cruelty, call a vet and/or RSPCA.

Remember, whether you accept pets is totally your call, but you'll get a lot more interest in your rental property if you do accept them. If you allow pets you should judge each case on its own merits. Make sure to screen tenants well and to obtain references from the previous landlord. Carry out inspections regularly and there's no reason why you shouldn't have a great experience accepting tenants with pets.

How Can Landlord Vision Help You Manage Pets in Rentals?

Using Landlord Vision can be a great way to help you keep on top of any of your rental properties that also have pets in them. The software has features that allow you to:

- Store and manage any information you need to about your tenants including pets
- Monitor insurances, safety certificates and get notifications for their expiry
- Manage deposits and deposit deductions
- Easily manage income and expenditure

If you're managing properties you'll find everything a lot easier and more organised with Landlord Vision, especially if some of your tenants are pets!



Quirky rents without the mental gymnastics

If you're managing pet rents, unusual terms,

Book A Free Demo







