



# Letting to tenants with pets

Best Practice Guidance

Top tips to help ensure your tenants can be held liable for any damage caused by their pets and ways to ensure your terms are fair and reasonable



## Best Practice Guide: 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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