



Photography: Andy Catterall

# Staying out of the dog house

Landlords who are considering letting their properties to tenants with pets can take a few simple steps to put any concerns to rest about maintenance, liability and deposit disputes.

## Examples of pet clauses in a tenancy agreement

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.

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.

source: [www.letswithpets.org.uk/landlords/policy](http://www.letswithpets.org.uk/landlords/policy)

Pet-friendly rental accommodation is still rare to find as landlords worry about the potential damage a four-legged friend or even more exotic creatures can create to their rental property. A best practice guide published by the tenancy deposit protection scheme **my|deposits**, and based on the advice of the Let with Pets scheme run by Dogs Trust, sets out useful and practical tips for letting to tenants with pets which should lead to long-term tenancy opportunities.

### The tenancy agreement

Lets with Pets and **my|deposits** recommend that when letting to tenants with pets, landlords and agents include fair and reasonable pet clauses in the tenancy agreement in relation to the tenant's responsibility for any additional damage caused by the pet. As well as inserting a simple clause in the agreement, landlords can also draw up a pet addendum to a new or existing tenancy agreement and a separate Pet Policy.

It is important to give permission for pets in writing. According to the Unfair Terms in Consumer Contracts Regulations 1999, 'No Pets' clauses are unlawful and landlords must not unreasonably withhold consent for tenants to have pets.

There can of course be situations where withholding consent is reasonable. However, in no circumstances can landlords refuse to house assistance and guide dogs.

**my|deposits** recommend that to cover the situation of non-compliance with the relevant pet clauses of the tenancy agreement, there is a clause for the landlord/agent to reserve the right to revoke permission to keep the pet in the event of non-compliance.

### Deposits

Landlords can request a higher tenancy deposit to acknowledge the greater potential for damage and costs at the end of the tenancy. Landlords are advised to consider the specific circumstances of the property and to set a figure likely to cover additional damage which may not relate to the rent figure. Lets with Pets and



Photography: Matthew Roberts



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my|deposits both suggest a deposit to the value of two weeks' rent more than the landlord usually requests. The deposit should be protected with a government-authorised tenancy deposit protection scheme.

#### Cleaning

Specialist cleaning to ensure de-infestation at the end of the tenancy needs to be agreed in writing, ideally as a clause in the tenancy agreement. If cleaning is not actually required and a professional inspection has determined that no fleas or mites are present, then this term cannot be enforced.

#### Damage to the property

my|deposits advises landlords to 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.

#### Animal welfare

The tenancy agreement, pet addendum or a specific pet policy can set out what is expected of tenants with pets, such as requiring the tenant to provide a reference for the pet and veterinary information, as well as a ban on dangerous animals and general rules on looking after the animal and the property, including the garden.

The tenancy agreement should state that the tenant holds the landlord/agent free from all liability arising from the tenant's ownership or keeping of pets.

Landlords are however responsible for reporting to the police or local authorities their reasonable belief of the presence of a breed classed as a dangerous dog on the property.

#### Insurance

Landlords should check with their insurance company whether their landlord building and contents insurance covers accidental pet damage.

#### Before you let to a tenant with pets...

If the property is owned under leasehold, landlords also need to check whether there are any restrictions that would prevent you letting to tenants with pets. And one final word of caution; if a tenant abandons a pet and the landlord cannot trace the tenant, the pet becomes the responsibility of the landlord! ■

Dogs Trust set up its Lets with Pets scheme in 2009 to encourage more landlords to accept pets through advice, model tenancy agreement clauses and pet policies. "We know from experience that pet owners will often stay longer in a property simply because it's so hard to find anywhere else – so landlords are missing out on responsible, long-term tenancy opportunities," the organisation says. To contact Dogs Trust, visit [www.letswithpets.org.uk](http://www.letswithpets.org.uk)

For more information, see my|deposits' Best Practice Guide on letting to tenants with pets at [www.mydeposits.co.uk](http://www.mydeposits.co.uk)

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