

COMMENTS ON THE REPORT AND
PROPOSITION TO ALLOW PETS
IN RENTAL PROPERTIES

LODGED AU GREFFE ON

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BY

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1 Introduction

Following the proposition lodged by Deputy Curtis on 9 October 2024 regarding the adoption of the premise that tenants shall have the right to keep or, acquire a pet or pets in a rented dwelling, these notes are intended to highlight some of the issues, which are considered worthy of consideration in the context of the report and proposition.

2 Hyperlink the proposition and report

The link to the proposition and accompanying report is as below:

<https://statesassembly.gov.je/assemblypropositions/2024/p.70-2024.pdf>

3 Proposition

The States are asked to decide whether they are of the opinion – to request the Minister for Housing to bring forward for approval, before 31st March 2025, any necessary legislative changes to ensure that any tenant of a rental property be permitted to keep, or acquire, a pet or pets unless the landlord of the property provides a reasonable reason for not permitting this, and for the criteria determining these reasons to be defined within the relevant legislation.

4 Comments on the proposition and report

Number of animals estimated to be affected under the current arrangements

4.1 The report accompanying the proposition states that the Cat Action Trust -Jersey Branch estimates that approximately one cat per month is given up due to accommodation restrictions. This is an imprecise figure but it would indicate that the number of cats requiring rehoming is somewhere between say, high single digits and 18 cats per annum. The reasons behind the accommodation restrictions are not known so any attempt to draw conclusion as to the reasons behind those cats being given up for rehoming is speculation but in an attempt to put this number into context, the 2021 census reported that of the 44,583 households recorded, 20,713 were not owner occupied (source - SoJ). Statistically, the number of households affected would appear to be insignificant;

4.2 The report quotes JSPCA data which recorded 17 cats per year are disclaimed due the landlord not allowing pets. There is, however, no analysis of the reasons for the landlord's decision not to allow pets. The number stated does corroborate the figure estimated by the Cat Action Trust. There is, however, no data to indicate whether this relates to a single 12-month period or, is a statistic drawn from a data collection over an extended period. It is, however, the only figure relating to the number of pets (but not households) where landlords have declined to allow pets as being as being the defining factor in rehoming. The report alludes to other figures of pets affected by landlords' decisions but the statements are too broad to be considered reliably related to a landlord's "refusal" to allow pets. The reasons for these decisions will be varied and in some cases, dictated by other factors, unrelated to the landlords' own preferences or policies;

Failure to communicate

4.3 The report makes a notable statement. "...Unfortunately, though there have been cases of rental properties in Jersey where a blanket ban has been imposed on keeping pets for no apparent good reason...". This is undoubtedly the case and it may be, therefore, that the failure of landlords and agents to communicate effectively with tenants the reasons behind a decision may, unintentionally give rise to the intimation in the report that landlords' decisions may be unreasonable and without justification;

Definition of reasons for refusal

4.4 The reasons to decline a tenant's request to adopt or home a pet will inevitably be varied. Some will be decisions taken in the gift of the grantor, others will not. Rehearsing those reasons, which are not in the grantors gift fall outside the terms of the proposition, unless there is an intention for the legislative drafting to make any legislation prepared as a consequence of this proposition, paramount. There is a real risk that the wording of the proposition to require the legislation to define the reasons for refusal will fail to address many situations where refusal would otherwise be justified and reasonable but by dint of being absent in the legislation would render any refusal by a landlord an illegal act;

Types of accommodation which would be included

4.5 The proposition seeks to grant all tenants (occupying whatever tenure of property) the right to keep and acquire a pet or pets. The proposition would appear, to include accommodation such as staff, service or tied, registered and unregistered lodgings, social rented housing as well as conventional "qualified" other "non-qualified" accommodation;

The right to keep or acquire pets

4.6 The proposition, if adopted, would give an occupier the right to keep or, acquire a pet or pets. These are two very distinct and separate rights;

The right to keep pets

4.6.1 The right to keep a pet would indicate that the pet or pets are already homed in the dwelling. This would indicate that the landlord was, at the time the pet or pets were initially homed, content for it (or them) to become part of the tenant's household. It is an entirely reasonable assumption that this arrangement would continue without interruption, unless there was a change in circumstances, either in relation to welfare or conduct, which would give rise to the landlord, wishing to revoke or change the terms of any agreement for an occupier to home a pet;

4.6.2 Notwithstanding the very different circumstances between the Jersey housing market and that in England and Wales, the report on the proposition does state that the charities (Dogs Trust and Cat Protection) "... claims that allowing pets in rental properties is not just good for the tenants; there are advantages to landlords too as it could increase the length of time tenants choose to rent a property. It says some 26% of tenants would stay longer in a property if they were allowed to keep a pet. (<https://www.landlordtoday.co.uk/breaking-news/2024/09/pets-in-lets-are-good-forlandlords-as-well-as-tenants-insists-charity/>)" In accepting the accuracy of that statement, it would seem unlikely that a landlord, previously accepting of an occupier wanting to home a pet would want to change that situation unless the change was considered necessary or desirable for the good management of the tenancy and/or the property. In practice, this is likely to flow from concerns regarding the welfare of the pet or, the behaviours of the pet or its keeper. Save for the sale of a rented dwelling from one party to another where the new owner revoked consent for reasons other than behaviour or welfare, it is difficult to imagine circumstances where this would occur and from the limited information provided in the report, there is no evidence that this is in any way an issue;

The right to acquire a pet or pets

4.6.3 Of greater importance and concern is the proposition's intention to grant a tenant the right to acquire a pet or pets at any time during a tenancy. Landlord and tenant relationships are often complex but can reasonably be defined as a transaction for the sale and purchase of a right to occupy property on agreed and accepted terms by the contracting parties. As in all transactions, the terms are (or should) be known and agreed in advance. The proposition, if adopted, poses the risk of a significant change to the agreed terms and conditions of an existing lease or tenancy agreement, freely entered into by a

landlord and tenant and which could be imposed upon a landlord at any time in the future with limited options to object;

Right to refuse consent

4.7 The caveat that a landlord would be able to refuse consent but obliged to provide a “reasonable reason” for not permitting the homing of a pet or pets (but would be restricted to those reasons set out in the legislation) carries significant risk, as there will be many reasons which could underpin such a decision. It is unrealistic to expect a simple piece of legislation to cover all such eventualities. In the absence of a court diversion service such as a tribunal or other binding mechanism for the resolution of a disagreement in the event of a refusal, this leaves both landlord and tenant without an alternative to legal proceedings, which contextually would seem a wasteful use of judicial resources and in practice, an unattractive proposition on grounds of cost and beyond the reserves of many, both landlord and tenant;

Right of appeal

4.8 There is no mechanism for appeal against a decision by a landlord to refuse consent;

Right of revocation

4.9 If the proposition is adopted, the legislative drafting process should ensure that the necessary mechanisms are included so that the revocation of a previous consent remains available to a landlord in order to provide the necessary safeguards for the good management of both property and tenancy. The absence of such a right would leave the landlord unable to resolve justified complaints from other tenants and neighbours by insisting on the rehoming of the pet, leaving the only options for recourse being brought as a breach of the terms of the lease agreement or, attempting to advance action under 2(g) of the Statutory Nuisances (Jersey) Law 1999. This could also leave the landlord exposed to an action in *voisinage* by others;

Multiple pets in multi-occupancy buildings

4.10 The wording of the proposition would appear to allow situations where separate dwellings within a property could each be home to a pet or pets. This could result in discord within multiple occupancy buildings, where the landlord would be unable to manage the number and types of pets within his property. Whilst there may be circumstances where certain pets would be permissible, granting the right by default to all tenants could well be problematic;

Definition of what constitutes a pet

4.11 A pet is defined as “a tame animal kept in a household for companionship, amusement, etc” (source OED) In the context of legislation, this definition is open to wide interpretation and in order to provide some clarity in

the matter for both parties, it is reasonable to assume that the legislation should seek to define the species of animals which can be kept as pets but even so, this is likely to be limited to a list of species but not broken down further. The range of breeds within species such as dogs in terms of size and temperament is likely to leave wide variances in which animals could be permitted as pets. Whilst any legislation is likely to make provision for the Minister with responsibility to alter that approved list from time to time, it is probable that the Minister will be receive multiple requests for additions to an approved list of pets;

Limits on the number of pets

4.12 The proposition refers to the right to keep or acquire a pet or pets. There would appear to be no numerical limit suggested in the proposition. Whilst the number of pets to be homed, in some circumstances is irrelevant, for example, in the case of fish, in most cases it is a factor for consideration as the requirement in the proposition is for the landlord to be limited in his reasons for objection, not the quantum;

Pets for life

4.13 One of the considerations in any application to a landlord for permission to home a pet is the life cycle and expectancy of the animal. For example, an application to home a breed of puppy should be weighed in the context of how large the animal will grow and what its welfare needs will be as it develops into maturity and whether the dwelling will also be able to continue to reasonably accommodate those needs in the future;

Insurance cover

4.14.1 The proposition suggests that landlords could require a tenant to pay the landlord's reasonable costs in maintaining insurance cover. It is assumed that this relates to property damage and public liability. It is also assumed that the proposer is accepting the premise that any damage caused by a pet or pets should be regarded as tenant damage, which is the reason for suggesting the purchase of insurance cover;

4.14.2 Reviewing a selection of property insurance policies, it is relevant to note that most damage caused by pets is a specific exclusion in generic property investor policies. Whilst accidental damage caused, for example by an over excited pet, knocking over a bottle of wine or vase is likely to be covered under a household policy of insurance which includes an accidental damage extension, most policies will exclude damage by scratching, chewing, vomiting, or fouling and some policies effectively exclude all pet damage;

4.14.3 Insurance policies are generally products purchased by the occupier and, from informal enquires of local brokers there does not seem to be an insurance product currently available for the local market offering cover to

landlords in relation to damage caused by pets where they are controlled by tenants;

4.14.4 It is accepted that many tenants choose to self-insure for home cover. Whilst maintaining an appropriate home contents and public liability cover is frequently a condition of a lease or tenancy agreement it is, in practice, impossible for a landlord to effectively monitor the continuance of cover, as policies can be lapsed or cancelled at any time without the landlord's knowledge. It is acknowledged that an underwriter will not note the interest of a landlord on a tenant's contents insurance policy even though the argument can be advanced that the landlord has an insurable interest in the policy where there are landlord's contents included in the letting and which are the responsibility of the tenant. Even if a joint policy is or, would become available, it may be inadvisable for a landlord to contemplate entering into a joint arrangement with a tenant as he cannot control the behaviours and resultant risks due to the risk of a claim being taken into consideration when renewing other policies. Similarly, and whilst the landlord has a contingent interest in the public liability cover offered by a tenant's contents policy, underwriters will also not note the landlord's interest to ensure that notice would be given if it were to be cancelled or lapsed. It would appear, therefore, that unless the insurance industry will be able to offer specific products for landlords insuring against damage caused by their tenant's pets then this is unlikely to be a viable way for the landlord to insulate themselves against loss. Any underwriting of loss or damage, which effectively obviates the pet owner against financial liability could be seen to offer a disincentive for responsible pet guardianship as the pet keeper will have no liability for damage;

4.14.5 The maintenance of a suitable policy of insurance for third party liability (including but not limited to the landlord) not only in relation to damage but particularly in relation to injury caused to third parties is a critical consideration. The risk of injury to third parties, such as tradesman acting on the landlord's instruction notably as a result of attack by a pet should be a critical consideration;

4.14.6 Any liability arising for a compulsory excess in the event of a claim under a policy of insurance offering cover, should also be borne by the pet keeper;

Increased security or separate pet deposits

4.15.1 The report accompanying the proposition refers to pet deposits. This is a subject, which has been well rehearsed in UK and since 2023 the quantum of a deposit is limited to one month's rent. Locally, it is custom and practice for any security deposit to be a sum equivalent to one month's rent;

4.15.2 The suggestion in the report is that "an additional pet deposit could be requested, within reason". Taking aside the subjectivity of the quantum, it is relevant that the cost of making good damage caused by pets can be significant,

and a small additional deposit sum is unlikely to give a property owner sufficient reassurance that costs will be borne by the tenant;

4.15.3 It is unrealistic to expect a tenant to lodge a potentially significant additional sum as a pet deposit, the quantum of which would need to be assessed in terms of the type and number of pets as well as the potential for damage and the size of property and relative value of finishes;

4.15.4 If there was a comprehensive policy of insurance in place, which insulated the landlord against costs, then the requirement for a separate or increased security deposit could fall away;

Deposit protection scheme

4.16 There is an established principle that fair wear and tear is excluded from claims of loss or damage by a landlord against a tenant. If a landlord rents a three-bedroom house to a family of four then he will be aware that wear and tear will be greater than the renting of a one-bedroom flat to single person. As a consequence, he should make provision for the dilapidation costs which are likely to be incurred at the expiration of the tenancy within the rental computation. The report and proposition are silent on the issue of whether wear and tear caused by pets is to be included or excluded in relation to existing deposit protection. There is an argument that that if a tenant approaches a landlord either at commencement or subsequently for consent to home a pet then the terms of any agreement between the parties can address this issue and clarify whether damage caused by pets falls outside the principle of fair wear and tear and be regarded as tenant damage. The risk is dependent on many factors, not least the species of pet being homed but most landlords would regard damage by pets as tenant damage. Whilst they may take a view on recovery of costs, the principle should be established at the outset;

4.17 If the principle of wear and tear is to be taken into consideration in any claim for dilapidation by a landlord where the tenant has acquired a pet or pets under the provisions of this proposition then this will create an unknown and to a degree a largely uncontrollable additional business risk for the landlord, particularly where the tenant has the right by default to home a pet or pets, as it is unlikely the risk of increased wear and tear would be considered a "good reason" for declining any application. Imposing this additional liability on landlords, is a significant shift;

Housing Associations and Andium Homes

4.18 Social housing providers generally have a policy of allowing pets in their properties, subject to safeguards regarding nuisance. It is relevant that these providers rent their properties on an unfurnished basis, whereas the vast majority of private sector rentals are on a semi-furnished basis, in that soft flooring is almost always provided. This has been custom and practice in the

sector for many years and is unlikely to change as most tenants will not want to incur the expense of providing flooring where there is a relatively short-term tenure. In order to extend the lifecycle of soft flooring, many private sector lease and tenancy agreements will obligate a tenant to professionally clean or reimburse the landlord for that service being provided at the expiration of the tenancy. Whilst in many instances, a professional deep cleaning of flooring is sufficient, even moderate term exposure to animal fouling will result in soft flooring (and in many cases also underlay) being so contaminated that replacement is necessary;

Application for consent where rental is in arrears

4.19 Some landlords and notably social housing providers have a policy of declining or withholding consent for the homing of pets where rental and other sums due are in arrears. This would appear to be largely irrelevant to the issue of damage and conduct but the inability of a tenant to keep up rental payments would seem to be an indicator that the additional financial liability of caring for a pet may impose an unsustainable financial burden. That said, the policy only relates to an application for a pet and not where pets are already being homed. The proposition would, however, prevent landlords from declining consent unless arrears of rental and other sums due was included in the list of reasons for refusal and in which case guidance around that reason would need to be provided for example, where there have been repetitious incidents of arrears but at the time of application there were not.;

Naivety and inexperienced pet ownership

4.20.1 Accepting the previous statement in the report that pet ownership encourages longer term relationships with tenants, many landlords will carefully consider applications from tenants for pets. In the same way that landlords rely upon references from previous landlords as an indication that previous behaviours tend to accurately indicate future conduct, proof of positive previous pet guardianship offers significant reassurance;

4.20.2 There is evidence of increased levels of pet ownership as a consequence of the pandemic in England and Wales. There appears to be no statistical information locally to prove a similar increase but it is a reasonable assumption that a similar situation occurred locally. Anecdotally, agents reported an increase in requests for pet homing. Many of these came from inexperienced pet owners, for whom the concept of pet ownership was appealing but without an understanding of the responsibilities and financial implications that accompany it. Whilst it is not the role of a landlord to manage a tenant's aspirations, a number of those applications were declined, deferred or negotiated where it was seen that the pet requested (and in some cases the idea of pet homing) was inappropriate in the circumstances. The proposition would seem to deny the landlord the opportunity to work with their tenant to achieve a good outcome if the default position was that a tenant has the right to home a

pet or pets unless the landlord can successfully argue from a prescribed list of reasons for refusal that they are acting reasonably by refusing;

4.20.3 Whilst it is accepted that not having had a pet previously or, being able to prove that pets have previously been well managed and cared for, should not necessarily preclude a tenant from having a pet, the right by default of a tenant to home any pet or a number of pets without any prior experience, including the financial implications does pose a risk;

4.20.4 the issue of suitability of accommodation has not been explored in the report and consideration could be given to a landlord requesting a third-party assessment of the suitability of the accommodation to adequately home the pet as a pre-condition of any application being submitted. In such case a mechanism for assessing suitability and the criteria required so as to be able to prepare an assessment would need to be developed. This could be delivered by appropriately trained and experienced third parties and would provide independent adjudication on the suitability of the accommodation and an assessment on the impact which homing the pet would have on other occupiers, tenants and neighbours. The costs should be borne by the applicant regardless of whether the application proceeds, is granted or refused. Developing an application process to incorporate an independent assessment would seem to provide the landlord with a lot of the information reasonably required in order to make a fair and objective assessment, whilst accepting that there will be other factors outside the remit of the assessor which will influence or dictate their decision. It may be that the application would be a two stage process with an initial application being submitted, with milestones for responses in order to clarify whether an application by a tenant to home a pet could or would be considered with a requirement to justify any refusal and then the second stage would be the submission of a home and pet assessment by a third party to the landlord for consideration. The request for an assessment need not be mandatory and could be left to the discretion of the landlord. Clearly, an application to home say, a German Shepherd dog would require a different approach to a request to home a budgerigar;

Such a mechanism is likely to incur a cost for the tenant and take a period of time, which would have the benefit of acting as a cooling off period during which time, a tenant may reflect on their application and possibly allow some informal negotiation before moving forward to a more formal adjudication;

House training

4.21 Some animals can be successfully house trained. For example, rabbits, as well as cats can be trained to use litter trays. Other animals, such as most rodents cannot. Taking aside the risk of incontinence as a result of age or illness, issues relating to damage and lingering odours from urine can be an issue;

Maintenance works

4.22 Maintenance works in and around tenanted properties presents challenges in attempting to cause the least reasonable inconvenience to tenants. Those challenges are increased where there is a requirement to work around pets. In addition to concerns from tradesman regarding the perception of increased risks from working in dwellings with seemingly unfriendly or even aggressive pets, pet owners can have unrealistic expectations relating to additional measures required in order to ensure works do not inconvenience them or their pets. These can include demands for works to be undertaken out of hours to allow owners to be at home in order calm their pets and even for pets to be accommodated elsewhere at the landlords cost before allowing works to commence where relocation of the tenant is not justified or warranted. Where an application for pets is negotiated with the landlord, responsibility for these complications can be negotiated and agreed in advance as a landlord should not be responsible for additional costs incurred as a consequence of a tenant homing pets;

Rehoming

4.23.1 Although seemingly rare, there are occasions where a landlord feels justified in requiring a tenant to look to rehome a pet. This is a decision which is likely to cause considerable friction and damage to the landlord/tenant relationship and is one which needs not only to be justified but well managed. Clearly incidents involving a failure to manage a pet or aggression shown where there are other statutory interventions make it easier to justify a decision to request rehoming but situations where there are persistent, frequent or repetitious complaints or concerns are more difficult to manage, particularly where the body of the complaint may be challenged. The proposition is silent on how a landlord can advance a request for tenant to rehome (one or more) pets and the absence of a binding tribunal system, the landlord will either be relying upon generic dispute resolution clauses in a lease or tenancy agreement, if they exist or, the potential considerable expense of legal action either for removal of the pet or possibly, more simply under current legislation, recovery of the dwelling. In such case, there could lead to an unjustified claim of this being a retaliatory eviction, where the landlord has been unable to secure a negotiated conclusion to the problem and is effectively left with little option but to seek an end to the tenancy;

Where consent was not requested or refused

4.23.2 In circumstances where a request to home a pet was not made to the landlord and they are presented with a situation where if the request had been made then it would have been refused, there should be a mechanism whereby the landlord can make an application for the pet(s) to be rehomed. As in all cases, there needs to be an appeal mechanism available to a tenant but in the event that consent, if requested would have been refused by a landlord,

acting reasonably, then the landlord should be able to ensure that the pet or pets are rehomed at the tenant's cost;

Working animals

4.24 This is a separate type of request and there should generally be a presumption of consent for genuine assistance animals. A request for an animal to help a child's development or coping with a diagnosed medical condition when supported by third party evidence falls short of being an assistance animal but there is obviously a stronger case for the landlord granting approval;

Pet agreements

4.25 Most landlords, in acknowledging that requests to home pets are frequently received usually made in good faith by well meaning occupiers who wish to welcome an additional member into their family, will carefully consider the application in the round taking into consideration all the pertinent factors both in relation to the accommodation, its location, the likely impact on immediate neighbours as well as adjacent properties and owners, the tenant, the remaining lease term, the likelihood of continued occupancy as well as the nature of the pet or pets and all before making a considered decision. The suggestion that responsible pet ownership has positive outcomes for landlords and tenants would not usually be lost on landlords. Notwithstanding, some landlords will simply have a no pets policy but these decisions are usually underpinned by previous experiences and losses. When the landlord's position is set out at the commencement of a lease or tenancy then the tenant is free to make a decision whether to proceed or not. Where an application is received by a landlord during the course of a tenancy, it allows the matter to be considered and negotiated with the expectation that a reasonable request should not be declined without justification. Granting a tenant the default position, with the provision that the landlord would need to prove or demonstrate that they had reasonable cause to decline the request puts the landlord in the position of possibly having to incur costs in making a professional case for refusal and in the absence of a binding determination by a third party is left in limbo and with limited options if the tenant does not accept the decision;

Consideration of the terms of a pet agreement allowing a pet to be homed

4.26 The following are considerations which could be included in a pet agreement, for the avoidance of doubt:

4.26.1 To maintain insurance cover

To maintain a policy of insurance that covers the risk of pet damage to a level, which is reasonable having regard to the pets and dwelling;

4.26.2 Fair wear and tear

Any damage or wear caused by the homing including damage to the landlord's contents and fixtures and fittings shall be regarded as tenant damage;

4.26.3 Smells and odours

Not to allow the build-up of unpleasant pet smells or odours on any part of the dwelling or property;

4.26.4 Nuisance

Not to cause any nuisance, annoyance or inconvenience to the owners, tenants or occupiers of any neighbouring premises, and to indemnify the landlord against any action in nuisance or *voisinage*;

4.26.5 Restriction on breeding and sale

Not to breed the pets or offer any animal for sale from the dwelling;

4.26.6 Vaccinations and treatments for fleas, worms and parasites

To keep the pets vaccinated for diseases common to the species and regularly treated for fleas, worms and parasites;

4.26.7 To provide details of veterinary practice and nominated person

To provide the landlord with details of the veterinary practice where the pets are registered and nominate a person who will care for the pet in the event of an emergency;

4.26.8 To maintain the dwelling free of parasites

To keep the dwelling clean and free from mites and parasites, such as fleas and to indemnify the landlord against costs incurred in eradicating infestations including costs which may reasonably be incurred subsequent to the expiration of the lease or end of the tenancy;

4.26.9 Use of litter tray and to remove fouling and droppings

To train the pets to use a litter tray and not allow the build-up of fouling and droppings and to remove and clean any fouling or droppings as soon as they occur;

4.26.10 No additional pets

Only the agreed pets (which should be specified and identified) to be homed at the dwelling and no additional or replacement pet or pets to be homed;

4.26.11 Landlord's right to repair the Property

The tenant to be responsible for any costs incurred in the temporary homing or care of the pets and any additional reasonable requirements requested by the landlord in undertaking an inspection or works;

4.26.12 Preventative treatment for mites and parasites

To arrange or reimburse the costs of a preventative treatment for mites and parasites applied by a specialist contractor the end of the lease or tenancy if requested by the landlord.

5. Example cases

5.1 There are, of course, countless tenancies both current and concluded where the homing of pets has been entirely successful and without incident, contributing positively to the family life. Notwithstanding and in attempting to contextualise the previous comments, detailed below are summaries of a few examples of incidents, which are known to have occurred. Arguably, all of these incidents demonstrate a failure on the part of the landlord to manage the tenant's understanding, responsibilities and expectations from the point where the pet was initially homed or, the application to home the pet was made;

5.2 Failure of water tank

A large tropical fish tank failed and the resultant water escape caused damage to the property. Those costs were met by building's insurer. The occupiers of the flat below suffered damage to their contents as a consequence of the water escape. The two dwellings were owned separately. Neither occupier had

contents insurance. The injured party looked to their landlord for recompense despite they have no contractual relationship with the owner of the fish tank;

5.3 Landlord unable to undertake repairs

Following discovery of a long-term water leak, repairs were required to a property. The tenant refused to allow access unless the landlord agreed to underwrite the costs of an aged cat, of apparently nervous disposition, being taken to and collected from a cattery on a daily basis;

5.4 Restriction on access

A tenant would only allow access for repairs on days and times where they could be at home so they could ensure their cat was not stressed by works being undertaken. Progress of works was slower and non-productive time costs were incurred by the landlord;

5.5 Aggressive dog

The keeper of a large breed dog had to be in attendance for any maintenance or servicing work due to the animals' aggression. Contractors had to be well briefed in advance, resulting in some declining to attend. Appointments had to be scheduled to accommodate the tenant;

5.6 Persistent barking

An insecure rescue dog could not be left on its own for any length of time, due to its persistent barking and howling, assumed to be separation anxiety. The resultant distress caused to an immediate neighbour from the inconvenience resulted in them asking to be released from their lease obligations to find alternative accommodation;

5.7 Significant costs incurred

The owner of a flat agreed to allow a tenant to home an aged cat owned by a relative who was no longer able to care for the animal. The odours from the flat were strong enough to elicit complaints from neighbours. The tenant did not renew the lease and vacated for reasons unrelated to the animal and agreed a deduction from their deposit for carpet cleaning. The contractor cleaned the carpets repetitiously but was unable to remove odours. The use of an ultraviolet lamp showed most areas of the floor coverings were impregnated with urine. Eventually, the carpets were uplifted, with similar evidence of urine staining to the underlay. Floor coverings were replaced. Odours persisted and evidence of urine staining to veneer joinery resulted in partial redecoration and repolishing of joinery. Eventual costs exceed £10k and took several weeks before the accommodation could even be marketed. The landlord incurred significant losses and is now no longer predisposed to allowing pets;

6 Summary

S1 The report accompanying the proposition does not provide sufficient statistical information so as to demonstrate a need for the legislation;

S2 The effect of the proposition would be to allow all existing pets to continue to be homed by their keepers and in the future for tenants to have the right by default to home a pet or pets unless the landlord can demonstrate a reasonable objection whilst not providing a framework for both parties to understand their respective rights and obligations;

S3 The subject of pet ownership in rented dwellings is not as uncomplicated as the proposition would seem to assume and in isolation the proposition if adopted would significantly alter the current balance of landlord tenant relationships without the evidence to demonstrate that tenants are significantly disadvantaged by the current arrangements. There are many subsidiary matters to take into consideration to ensure any legislation is fair, proportionate and balanced;

S4 There is no dispute resolution mechanisms or rights of appeal for either party and no requirement for government guidance on how to manage requests and resolve disputes;

S5 The adoption of a voluntary code of practice on landlord tenant relations could offer an opportunity to allow a generally accepted policy on pets to evolve for the benefit of both parties;

S6 The current proposals do not appear to provide any safeguards for landlords in terms of being able to effectively manage tenants (and their expectations) as well as the dwellings whilst ensuring they are not exposed to additional business risks and losses;

S7 For new applications a clear understanding on the responsibilities of pet ownership is desirable to avoid misunderstanding, disappointment and dispute;

S8 Allowing a tenant to home a pet or pets as the default position forces the landlord to demonstrate that any objection is reasonable, not for the tenant to demonstrate that they are sufficiently knowledgeable and resourced so as to adequately care for the pet or pets. This seems to completely overlook the welfare of the animal;

S9 The report accompanying the proposition assumes that suitable pet insurance to insulate the landlord against costs for making good damage is available. Further work is required to ensure that this is obtainable;

S10 The lodgement of an increased deposit for damage at the end of a tenancy would seem impracticable;

S11 Any decision to allow the homing of a pet should be the subject of a separate binding agreement to avoid dispute;

S12 The position of allowances for fair wear and tear where there is a homing of a pet or pets should be clarified;

S13 The proposition does not limit the number of pets;

S14 Pets are not defined;

S15 There should be a mechanism for withdrawing consent in certain circumstances;

S16 Accommodation checks to ensure suitability of the accommodation would be encouraged and the possibility of a two-stage application process with an independent report may help both parties navigate the application.

7 Conclusion

The proposition seems to be addressing problems relating to a statistically insignificant number of tenancies, claiming that only 17 pets per year are being disclaimed due to the landlord specifically not allowing pets. This appears to be the only number directly attributable to landlord intervention. This would seem to indicate that the problem is either being under reported or the industry manages the situation sufficiently well that reported numbers are insignificant. The report accompanying the proposition is not sufficiently refined so as to provide sufficient information or guidance on how the industry should react to the changes proposed and it could be argued that the rights and responsibilities of landlords to manage is being altered with insufficient checks and balances being put in place. Arguably, the issue of animal welfare in terms of suitability of accommodation should be most important factor but seems to have been overlooked simply in favour of granting the default right to home pets.

Whilst no compelling argument for the legislation has been made, if the principal of the proposition is to be progressed then adopting a more structured approach, possibly broadly along the lines suggested by including a dispute resolution mechanism, a third-party suitability checks for most applications for pet ownership and either comprehensive guidance or, a code of practice may result in better outcomes for landlord, tenant, neighbours and pet.

SAB

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