



RENTING TO PET OWNERS

A guide for landlords and letting agents





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“ Not many landlords allow pets and therefore if you do, you will have an **edge** over the **competition** in your area. ”

Pet-friendly landlord*

INTRODUCTION

It's estimated that 43% of the population currently own a pet¹ and almost 5 million people live in privately rented accommodation in the UK². Yet few landlords will rent their properties to tenants with pets.

As the UK's largest dog welfare charity, Dogs Trust receives many enquiries from pet owners who are struggling to find privately rented accommodation that will accept their pets. All too often people are forced to live in unsuitable properties or keep pets without consent from their landlord. In some extreme cases, owners are even having to give up their pets or else face becoming homeless.

In a recent survey* by Dogs Trust:

- 78% of pet owners reported that they had experienced difficulties finding privately rented accommodation that would allow their pets
- 54% of pet owners were never able to find a suitable property that accepted pets
- 8% of people had to rehome their pet

Dogs Trust has launched its *Lets with Pets* campaign to show landlords and letting agents that renting properties to tenants with pets can be straightforward and does make business sense. By following the simple steps set out in this booklet, anyone can maximise their property's rental potential.

Landlords and letting agents can access further advice and support, as well as information on becoming a campaign partner, at www.letswithpets.org.uk

¹ Pet Food Manufacturers Association Annual Report 2008 www.pfma.org.uk

² Figure based on data taken from www.arla.co.uk and the Office for National Statistics, General Housing Survey 2006

*Taken from a Dogs Trust survey of 1417 pet owners, June 2008.

This is a general guide for information only and the information contained herein does not constitute legal advice. You must contact a Solicitor for advice before acting on anything that you read in this guide. Whilst every effort has been taken to ensure that the information contained in this guide is accurate, no responsibility is accepted for any loss arising from your reliance on the content of this guide including any errors and omissions.

This guide does not deal with lettings by housing associations, local authorities or other social landlords.



ACCEPTING PETS – IS IT RIGHT FOR YOU?

Deciding whether or not to accept pets in your property can seem like a big decision, particularly if you have little experience of pets yourself. But it's something that you should carefully consider as almost half of the UK population currently owns a pet.

This section will provide you with information and advice to help you make an informed decision about accepting tenants with pets.

Benefits to landlords: Many landlords and letting agents do not consider the financial benefits of allowing pets in their properties so we hope to show you that adopting a pet-friendly policy can maximise your rental income.

A guide to the most popular pets: As pets come in all shapes and sizes, we have produced a guide to the pets that tenants are most likely to own.

It's also important to remember that the **Office of Fair Trading** considers a blanket ban on keeping pets in a property to be unfair under the Unfair Terms in Consumer Contracts Regulations 1999. Therefore landlords should not include a "No Pets" clause in their standard tenancy agreement. The Office of Fair Trading believes that a fair clause would require the tenant to get the landlord's consent before they bring pets into the property but the landlord should not unreasonably withhold their consent. For further information on these regulations please go to www.offt.gov.uk

Case Study 1

I rented my two bedroom house to a family with a dog and it was a very positive experience. The tenants brought their dog with them on the second viewing so I could meet him and see for myself that he was well behaved. They even offered to pay a higher deposit. They moved out after 18 months and the property was left in a good condition with no sign of a dog ever having lived there.

I found that because we offered the property to tenants with pets, we found tenants very quickly. I would definitely rent my property to tenants with pets again.

Ben, Norwich

“The majority of pet owners are **responsible** and prepared to pay a **larger deposit.**”

Steadfast Property Management

Benefits to landlords

Opening your property up to tenants with pets will maximise its rental potential. By excluding pet owners you will be missing out on a huge chunk of the rental market, which makes no business sense.

By accepting tenants with pets you can:

- **Increase demand for your property** – with so few properties on the market that accept tenants with pets, your property will be in high demand. Pet-friendly properties are much sought after and won't be vacant for long
- **Encourage tenants to stay for longer** – pet owners know how difficult it is to find rented accommodation that allows pets so they are more likely to stay longer than tenants with no pets
- **Attract responsible tenants** – responsible pet owners often make the most responsible tenants. The lack of rented accommodation for pet owners also means that tenants will be less likely to do anything to jeopardise their tenancy

Case Study 2

I use Belvoir Lettings in Rugby to look after my properties for me and they take a higher deposit from the tenant to cover the possible cost of carpet cleaning or repairing any damage that a pet may cause. This gives me extra reassurance that there will not be any problems.

I have let houses to tenants with both dogs and cats and would far rather the property was occupied by a responsible pet owner than left empty.

Hilary, Rugby

“Most people have some form of pet ...
if you cut them all out you'd have **no**
tenants.”

Pet-friendly landlord*



A guide to the most popular pets

When you are deciding whether to accept pets in your property, you will need to think about the different types of animals that your tenants may own. There are a wide range of animals kept as pets in the UK and they each have very different physical and emotional needs.

The following information is intended only as a guide to the most commonly kept pets. For further information on particular species, please contact the animal welfare organisations listed in the useful contacts section on page 22.

It's important to remember that if you do decide to accept pets in your property, your tenants would still be solely responsible for caring for their pets and providing for their needs.



Most landlords are happy for their tenants to keep fish in their properties as they generally cause no problems. One thing to consider is the size of the aquarium as some can be very large and will require a suitable stand to take their weight.



A wide range of birds are kept as pets from small finches to large parrots. Budgerigars are the most popular pet bird in the UK, particularly among older people.

Birds are intelligent animals and need stimulation, such as toys and mirrors in their cages. They also need time to fly and stretch their wings each day. Birds should be supervised when they are outside of their cages. It's illegal to keep a bird in a cage in which it cannot fully stretch its wings in every direction.

Birds are sociable animals and benefit from living in pairs or small groups. They should only be kept on their own if their owner is at home for most of the day to interact with them.



Small Furries



Small furries, such as hamsters and gerbils, are popular pets, particularly for families with children.

Any accommodation, such as a cage or stacked housing system, must be large enough for the type and number of pets kept. Small furries will require physical and mental stimulation so toys, chews, digging and nesting materials should be provided in their cages.

Unless their enclosure is very large, all small furries will require supervised time outside of their cage to run around and exercise. An exercise wheel or ball alone is not sufficient.

Exotic Pets



Exotic pets, such as tortoises, lizards, spiders and snakes, have become increasingly popular in recent years.

Like all animals, exotic pets require adequate space to live and grow, as well as a rich, natural environment. Some exotic pets, such as snakes and iguanas, grow very big and will need to be housed in large vivariums.

Exotic animals often require specialist knowledge and care.

Rabbits



Rabbits can be kept indoors or outdoors in a hutch or cage. They are sociable animals and benefit from living in pairs of their own kind. Rabbits living together should always be neutered as they can be prolific breeders and may also fight.

Outdoor rabbits will need a large hutch with space to stretch and hop, as well as a separate sleeping area. Ideally an outdoor run should be attached to the hutch for exercise but pet owners may also wish to let their rabbits into the garden for supervised exercise.

Indoor rabbits will usually be housed in a cage or pen and can be trained to use a litter tray. Rabbits are natural born chewers so they should always be supervised when they are outside of their cage to ensure they do not chew wires or cables. Loose wires can be rabbit-proofed using cable covers.

All rabbits require physical and mental stimulation. Rabbits should be provided with toys, wooden chews, cardboard boxes and tubes to play with.

Rabbits can be vaccinated annually against myxomatosis and viral hemorrhagic disease (VHD).





Guinea Pigs

If your property has a garden then it will probably be suitable for guinea pigs that can be kept in an outdoor cage and run. Most pet owners will want to let their guinea pigs out into the garden for supervised exercise so it will need to be secure to prevent them from escaping.

Guinea pigs are not generally interested in toys but they will benefit from plenty of space to run around and cardboard boxes and tubes to explore and hide in.

Guinea pigs ideally need companionship of their own kind so they should be kept in pairs or small groups. Rabbits and guinea pigs should not be kept together as rabbits have powerful hind legs and can cause serious injuries to guinea pigs.

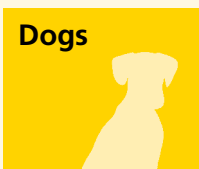


Cats

Cats are independent pets and will often spend more time roaming outside than in the home. However, some cats may be kept indoors due to age or illness so you should not automatically exclude cats from flats.

All cats should be given a litter tray to minimise the problem of fouling in other people's gardens. Cats provided with a scratching post and toys to occupy and stimulate them are much less likely to scratch and claw at carpets and furniture.

Cats can be vaccinated annually against feline infectious enteritis (FIE), cat flu, feline leukemia virus (FeLV) and feline chlamyphilosis.



Dogs

Dogs are the most popular pet in the UK. They are highly sociable animals so should not be left alone for long periods of time. Dogs that are left alone are more likely to bark or cause damage to the property. Before you accept a dog in your property, find out how long it will be left alone for during the day. Dogs Trust recommends that dogs are not left alone for more than 4 hours at a time. Dogs should be left with toys and other distractions to occupy them while their owners are out.

It's a common misconception that dogs can only be kept in properties with gardens. As long as their owners provide them with regular exercise, there is no reason why dogs cannot live in flats. However, each case should be assessed individually. For example, flats with stairs and no lift would not be suitable for an elderly dog with mobility problems. Likewise a small flat may not be suitable for a giant breed of dog.

Most dogs need plenty of exercise and time outside of the home. Exercise not only keeps them physically fit but also provides them with mental stimulation and environmental enrichment.

All dogs should be toilet trained as puppies so there should be no problem with them fouling inside the property. Most dogs will toilet in the garden or during their daily walks. Dog owners are responsible for clearing up after their dogs in public as well as in communal areas, walkways or in the garden.

Dogs can be vaccinated annually against canine distemper, infectious hepatitis, leptospirosis, parvovirus, parainfluenza and kennel cough.

ACCEPTING PETS – THE NEXT STEPS

Once you have made the decision to accept tenants with pets in your property, there are a few simple steps that you should take to ensure that the tenancy runs as smoothly as possible.

This section will take you through the steps in detail, providing you with information, advice and resources.

This is by no means an exhaustive list and there may be further steps that you wish to take. This process can be adapted to suit your individual needs or the requirements of your letting agent or management company.

Step 1

Speak to any prospective tenants about their pet before you decide whether to accept it. Every pet is different and you should make your decision on a case by case basis. You can use our checklist on page 11 to find out everything you need to know about your tenants' pets. In the case of dogs and cats you may also wish to meet them first.

Step 2

Ask prospective tenants to supply you with a written reference for their pet from a previous landlord or veterinarian whenever possible. This will help you to ensure that the tenant is a responsible pet owner and the pet is well behaved. See page 12 for advice on pet references.

Step 3

If you own a leasehold property you should check that your lease does allow pets in the property. See page 13 for further information on freehold and leasehold properties.

Step 4

Once you have given permission for a tenant to keep a pet in your property, you should include a pet policy clause in your standard tenancy agreement that refers specifically to the keeping of pets. An example pet policy clause can be found on pages 14 and 15.

Step 5

If you are concerned about pets causing damage to the property or furnishings, you can ask for a higher deposit or a specific pet payment. See page 16 for further information.

Step 6

It's a good idea to ask pet-owning tenants to provide you with as much information as possible about their pet before they move in. A sample pet information form can be found on page 17.



Step 1: Pet check list

The first decision you will need to make is whether to give permission for a tenant to keep their pet in your property. Deciding that you are happy to accept pets does not mean that you must accept every pet. We would recommend that you consider each tenant and their pet on a case by case basis.

You should also think about how many pets you would want to accept in your property. It's reasonable to limit the number of pets, depending on the size of your property, but remember that pets often benefit from living in pairs so do not automatically enforce a "one pet only" rule.

Talk to the tenant about their pet to find out what they are like and whether you are happy for them to live in your property. Use the check list below as a guide to the sort of questions you should be asking. This will also help you determine whether the tenant is a responsible pet owner. After all, responsible pet owners often make the most responsible tenants.

For all pet owners

- What type of pets do you own and how many?
- How long have you had your pets for?
- Are you able to provide a reference for your pet from a previous landlord or your veterinary surgeon?
- Are your pets registered with a local veterinary practice?
- Are your pets regularly vaccinated and treated for fleas and worms (if applicable)?
- Do you have someone who can care for your pet in case of an emergency?
- Do you have someone who can care for your pet while you are away or on holiday?

For cat owners

- Is your cat trained to use a litter tray?
- Do you keep your cat inside or will it need to go outside of the property?
- Will your cat need a cat flap?

For dog owners

- How often do you walk/exercise your dog?
- How often will your dog be left at home alone and for how long?
- Do you have a dog sitter or dog walker for when you are not at home?
- Is your dog toilet trained?
- How does your dog get along with other people, such as visitors to the property?
- Has your dog ever attended obedience or behaviour training classes?

With cats and dogs you could ask to meet them in advance so that you can see for yourself what their temperament is and how well behaved they are. If possible you should ask to see them in their current home.

Step 2: Asking for a pet reference

It's a good idea to ask prospective tenants to provide a reference for their pets from a previous landlord. If they have not rented with their pets before, you could ask for a reference from their veterinary surgeon. However, you should bear in mind that there may be some circumstances in which tenants cannot provide a reference, for example if they are a new pet owner or for small pets such as fish.

The key points that you should ask to be covered in a pet reference from a previous landlord are:

- How long did the tenant live in the previous property with their pets?
- Which pets did they own at that time?
- Does the referee consider the tenant to be a responsible pet owner?
- Were the tenant's pets well behaved?
- Did their pets cause any damage to the property?
- Did their pets cause a nuisance to neighbours or visitors?

If the reference is to be provided by a veterinary surgeon, it should cover the following points:

- Are the tenant's pets generally well behaved?
- Does the veterinary surgeon consider the tenant to be a responsible pet owner?
- Does the tenant provide routine preventive health care, such as vaccinations and flea treatments, for their pets (when appropriate)?





Step 3: Are pets allowed in your freehold/leasehold property?

Before you begin accepting pets in your property, it's important that you first check your title deeds. Even though you own your property, there may be certain stipulations in the deeds which would prevent you from giving permission for tenants to keep pets.

If you own a freehold property, there may be restrictive covenants prohibiting animals from being kept at the property. However, such covenants are increasingly uncommon and often relate only to farm animals.

If you own a leasehold property, it's important to study the terms of your lease to see whether there are any restrictions which would prevent you from accepting tenants with pets. If there are no such restrictions, you would normally be entitled as a private landlord to allow tenants to keep pets at your discretion.

If your lease does restrict or prohibit the keeping of pets, you may wish to approach the freeholder to see whether they would be willing to change the terms of your lease. However, if your property is in a block of flats the freeholder would need the consent of all the leaseholders as their leases would also need to be changed.

If you own a share of the freehold and all the other freeholders are in agreement, you can change the lease to allow pets. You would need to contact a solicitor to do this for you.

Case Study 3

My female tenant wanted a cat to keep her company. After checking that the leasehold agreement did allow pets, I agreed to let her get one. Although I did have some initial reservations, the flat is still immaculate two years later and she remains a model tenant.

I am so pleased I allowed her to have the cat as it has encouraged her to stay and allowed me to keep a good long term tenant.

Sheila, Wiltshire

“ Sadly you often see the ‘No Pets’ wording on agents’ details and this really **needs to change** as the rental market is growing at a fast rate. ”

Michael Tuck Lettings

Step 4: Including a pet policy clause in your tenancy agreement

Once you have decided to rent your property to a tenant with a pet you should consider including a pet clause in the tenancy agreement covering the conditions they must abide by. This clause should refer to a comprehensive pet policy which can be incorporated as a schedule to the tenancy agreement. An example of such a clause would be:

The tenant agrees that they will abide by the pet policy as shown in Schedule 1 attached to this tenancy agreement.

On signing this tenancy agreement, the tenant will pay a deposit to cover any damage caused by their pet to the property or furnishings during the tenancy.

See page 15 for an example of a pet policy. If you require any further information, please email letswithpets@dogstrust.org.uk

To download the pet policy clause as a pdf, please go to www.letswithpets.org.uk

For advice on tenancy agreements, please contact a solicitor for independent legal advice.

Case Study 4

When I bought a buy-to-let property I decided I wasn't going to miss out on potentially good tenants by rejecting pet owners. I have had tenants with cats and have happily allowed them to install a cat flap.

In today's economy there are so many rental houses on the market that tenants can afford to be choosy. As many of them are pet owners it doesn't make sense to rule them out, particularly when you can cover any accidental damage with an extra deposit or a clause in the tenancy agreement.

Andrea, Grantham





Schedule 1

Pet policy

The landlord

has given permission for the tenant(s)

insert name

insert name(s)

to keep the pet(s) listed below at

insert property address

Pet details

insert names & breeds of pets

The following pet policy outlines the conditions under which tenants may keep pets in the above named property.

1. Tenants are required to provide a reference for their pets from a previous landlord, letting agent or veterinary surgeon.
2. Tenants must fill in a separate information form for their pets, including contact details of their veterinary practice and a nominated person who will care for their pets in case of an emergency.
3. Tenants are responsible for the health and welfare of their pets. In accordance with the Animal Welfare Act 2006 and the Animal Health and Welfare (Scotland) Act 2006, all tenants have a duty of care to provide their pets with a suitable place to live, a suitable diet, proper exercise and adequate health care.
4. If the landlord believes that a pet kept in their property has been neglected or abandoned, they will report the case to an appropriate animal welfare organisation.
5. Tenants must not leave their pets in the property when they are away unless clear arrangements have been made for their care. Pets should be boarded elsewhere but close supervision by a neighbour may be acceptable for some animals.
6. Dogs should not be left alone in the property for more than 3-4 hours at a time. Tenants must ensure that their dogs will not cause damage to the property if they are left unsupervised.
7. All pets must be vaccinated and regularly treated for fleas and worms (if appropriate). Tenants may be required to provide evidence of this from their veterinary surgeon.
8. Tenants with pets will be asked to put down a higher deposit of xxx to cover any damage to the property, garden or furnishings caused by their pets.
9. Tenants will be asked for a pet payment to cover the cost of professionally cleaning the property once they have moved out. This payment will be taken at the start of the tenancy and is non-refundable.
10. Tenants must ensure that their pets do not cause a nuisance to neighbours or visitors. This includes excessive noise and damage to other people's property. Dogs must be kept under control and on a lead in all public places, communal areas and walkways.
11. Pets must not be allowed to foul inside the property, except for caged pets and pets trained to use a litter tray. Any pet faeces must be removed immediately from the garden or outside areas and disposed of safely and hygienically.
12. Tenants are responsible for keeping all areas of the property clean and free from parasites, such as fleas.
13. Dogs must by law wear a collar with their owner's name and address on it when in a public place. Cats should also wear a 'snap apart' collar to enable them to be identified. Both dogs and cats should be microchipped.
14. Dogs listed under the Dangerous Dogs Act 1991 and any animal listed in the schedule of the Dangerous Wild Animals Act 1976 may not be kept in this property.
15. Tenants may not breed or offer for sale any animal in this property.
16. Tenants who wish to obtain an additional pet after moving into the property must apply for permission in writing to the landlord or letting agent.

Step 5: Asking for a higher deposit or pet payment

Insurance policies, such as contents insurance and landlords insurance, will not cover any damage caused by pets to property or furnishings. So it's essential that you decide in advance how you want to deal with any damage that may occur.

Higher deposit: You can ask your tenant for a higher deposit to cover any damage that may be caused by their pets. For example, if you normally ask for the equivalent of four weeks rent, you could ask for six weeks from pet owners.

The money should be held in a recognised deposit scheme and only used to repair damage caused to the property/furnishings or to replace damaged items.

The Government has contracted three companies to run tenancy deposit protection schemes. Further details about the schemes can be found at www.direct.gov.uk

Pet payment: You may also want to ask pet-owning tenants for a non-refundable pet payment to cover the cost of professionally cleaning the property once they have moved out. This would cover the cleaning of carpets, soft-furnishings and curtains.

It's good practice to provide the tenant with a written estimate for professionally cleaning your property so that they know the pet payment you are asking for is fair.

Any pet payment taken by the landlord or letting agent should be taken at the start of the tenancy and would be non-refundable.





Step 6: Pet information form

It's advisable to ask your tenants to give you as much information as possible about their pets before they move in. This will allow you to keep a record of the pets that live in your property and will provide you with important information, such as the veterinary practice they are registered with and the contact details of someone who can care for them in case of an emergency.

Contact details of pet owner

Name: _____

Address: _____

Contact telephone number: _____

Details of pet 1

Name: _____ Breed: _____ Age: _____

Species: _____ Colour: _____ Sex: _____

Microchip number: _____ Is your pet neutered? _____

Details of pet 2

Name: _____ Breed: _____ Age: _____

Species: _____ Colour: _____ Sex: _____

Microchip number: _____ Is your pet neutered? _____

Details of veterinary practice

Name: _____

Address: _____

Contact telephone number: _____

Out of hours contact number: _____

Details of person who can care for my pet in case of an emergency

Name: _____

Address: _____

Contact telephone number: _____

This template form is an example of the type of information you should ask for. It can be downloaded from our website at www.letswithpets.org.uk

FREQUENTLY ASKED QUESTIONS

What should I do about pets who are neglected or abandoned in my property?

If you are concerned about the welfare of an animal kept in your property or you think that a previous tenant may have abandoned their pet, you should contact an animal welfare organisation immediately.

In England & Wales you can report abandonment and neglect to the RSPCA, in Scotland to the SSPCA, in Ireland to the ISPCA and in Northern Ireland to the USPCA. Contact details for all of these organisations can be found on page 22.

What about dangerous dogs?

Under the Dangerous Dogs Act 1991 it is illegal for anyone to own or keep a Pit Bull Terrier, Japanese Tosa, Dogo Argentino or Fila Brasileiro, unless the dog is registered on the Index of Exempted Dogs. It is also an offence to allow any dog to be dangerously out of control in a public place. This includes instances where there is a fear that an injury may occur.

If you believe that your tenant is keeping a dangerous dog at your property, you should report it to the police or the local authority.

What about assistance dogs?

Assistance dogs, such as guide dogs, hearing dogs, and dogs for disabled people, must be permitted by law in your property. The Disability Discrimination Act (2005) prohibits anyone who is renting or selling a property from discriminating against a disabled person. This includes discriminating against a person with an assistance dog.

What about barking?

If a dog kept in your property is barking and causing a nuisance to neighbours, you should insist that your tenant investigates the cause of the problem. Dogs bark for many different reasons, including excitement, fear, boredom, frustration, because they are guarding the home or because they cannot cope with being left alone.

If the tenant is unable to solve the problem on their own, they should contact a veterinary surgeon, dog behaviourist or animal welfare organisation for advice.

“**Pets cause far less trouble and damage than most two-legged tenants.**”

Pet-friendly landlord*



What about preventing fleas and worms?

Pets that receive regular preventative treatment rarely get fleas. Flea treatments are available from veterinary practices for dogs, cats and rabbits. Dogs and cats also need to be regularly wormed as part of their healthcare routine. If you are concerned about whether your tenant's pets have been treated for fleas and worms, ask to see copies of their treatment records.

What about flea infestations?

If there is a flea infestation in your property, you can buy a flea spray that is specifically designed to treat homes. Once you have treated the property, you should also shampoo and vacuum the carpets, curtains and sofas. If you have a serious flea infestation, you should consult a pest control company.

What about vaccinations for pets?

Annual vaccinations are available for dogs, cats and rabbits to prevent a variety of diseases. Please see pages 8 and 9 for details of vaccinations for individual species.

What about fouling?

Most dogs are toilet trained as puppies so fouling inside the property should not be a problem. Dog owners are legally responsible for cleaning up after their dogs when they foul in a public place.

Cat fouling is not covered by any law but tenants with cats should provide them with a litter tray indoors to discourage them from fouling in neighbours' gardens.

Tenants must always clean up after their pets in the garden or communal areas.

What about odours caused by pets?

Tenants must keep the property clean and odour-free by regularly cleaning their pets' cages. Dogs must not be allowed to foul inside the property, and cats and indoor rabbits must use a litter tray that is regularly emptied. All cats, dogs and indoor rabbits must be house trained.

What about tenants with pet allergies?

It's possible that tenants with pet allergies may move into a property where pets have previously lived. However, as long as the property has been cleaned, vacuumed and aired thoroughly they should not experience any problems. Most pet allergies are mild and can be controlled with antihistamine medication.



ANIMALS AND THE LAW

The aim of this section is to inform you of any laws that may apply to your tenants and their pets.

The **Animal Welfare Act 2006** and the **Animal Health and Welfare Act (Scotland) 2006** place a duty of care on all pet owners to provide for their animal's basic needs, including adequate food and water, exercise, a suitable place to live and access to veterinary treatment. Under the Act, an animal does not have to suffer in order for its owners to be prosecuted for a welfare offence.

The **Dangerous Dogs Act 1991** makes it an offence to keep any dog of the type known as Pit Bull Terrier, Japanese Tosa, Dogo Argentino or Fila Brasileiro, unless the dog is registered on the Index of Exempted Dogs. The Act also makes it a criminal offence to allow any dog to be dangerously out of control in a public place. This includes instances where there is simply a fear that an injury may occur. Anyone found in possession of one of these breeds could be imprisoned for up to 6 months and fined up to £5000. Their dog may also be destroyed.

The **Clean Neighbourhoods and Environment Act 2005** allows local authorities to tackle issues such as dog fouling and stray dogs. Through the use of dog control orders local authorities can ban dogs from certain areas, require dogs to be kept on a lead, restrict the number of dogs that can be walked by one person and fine anyone who does not clean up their dog's faeces. Violation of a dog control order can result in a fixed penalty or in some cases a fine of up to £1000.

The **Dangerous Wild Animals Act 1976** promotes public safety by regulating how dangerous wild animals are kept by individuals. Animals deemed as dangerous under the Act, such as monkeys, crocodiles and venomous snakes, require a licence from the local authority.

The **Control of Dogs Order 1992** requires every dog in public to wear a collar bearing the name and address of its owner inscribed on it or on a disc attached to it. If a dog is not wearing a collar when out in public, it may be seized by the local authority and treated as a stray. The owner or person responsible for the dog may also be prosecuted and fined.





The **Guard Dogs Act 1975** makes it an offence to use or permit the use of a guard dog on any premises unless the handler is capable of controlling it, is present on the premises and has control of the dog at all times, except when the dog is secured. A warning that a guard dog is present must be clearly displayed at each entrance to the premises.

The **Breeding and Sale of Dogs (Welfare) Act 1999** requires anyone who breeds dogs as a business and/or who breeds more than four litters a year to obtain a licence from the local authority.

The **Road Traffic Act 1998** stipulates that it is an offence to have a dog on a designated road without it being held on a lead.

The **Animals Act 1971** states that the owner or person responsible for any animal must take reasonable care to ensure that it does not cause injury or damage. The owner can be held liable for any damage caused.

Case Study 5

In our experience of letting to tenants with pets for a number of years, we have rarely encountered problems with pets. We actively encourage our landlords to accept pets in suitable properties.

Pet owners are usually very happy to pay a larger deposit and accept any clauses relating to cleaning and care of the property in the tenancy agreement. It is important to meet the pet in question prior to granting a tenancy. Routine property inspections are also carried out to ensure ongoing property care during the tenancy.

Nick, Steadfast Property Management Ltd

“ Pets do not equal bad tenants... good tenants have good children and good pets. It's very simple really. ”

Pet-friendly landlord*

USEFUL CONTACTS

Animal Welfare Organisations

Battersea Dogs & Cats Home

4 Battersea Park Road
Battersea
London SW8 4AA
T: 020 7622 3626
E: info@battersea.org.uk
www.battersea.org.uk

Blue Cross

Shilton Road
Burford
Oxfordshire OX18 4PF
T: 01993 822651
E: info@bluecross.org.uk
www.bluecross.org.uk

Cats Protection

National Cat Centre
Chelwood Gate
Haywards Heath RH17 7TT
T: 08702 099 099
E: helpline@cats.org.uk
www.cats.org.uk

Dogs Trust

17 Wakley Street
London EC1V 7RQ
T: 020 7837 0006
E: info@dogstrust.org.uk
www.dogstrust.org.uk

ISPICA

National Animal Centre
Derryglogher Lodge
Keenagh
Co. Longford
Ireland
Cruelty helpline: 1890 515 515
T: 043 33 25035
E: info@ispca.ie
www.ispca.ie

PDSA

Whitechapel Way
Priorslee
Telford
Shropshire TF2 9PQ
T: 0800 917 2509
E: info@pdsa.org.uk
www.pdsa.org.uk

Rabbit Welfare Association & Fund

PO Box 603
Horsham
West Sussex RH13 5WL
T: 0870 046 5249
www.rabbitwelfare.co.uk

RSPCA

Wilberforce Way
Southwater
Horsham
West Sussex RH13 9RS
Cruelty helpline: 0300 1234 999
T: 0300 1234 555
E: info@rspca.org.uk
www.rspca.org.uk

SSPCA

Kingseat Road
Halbeath
Dunfermline KY11 8RY
T: 03000 999 999
E: enquiries@scottishspca.org
www.scottishspca.org

USPCA

13 Clogharevan Road
Bessbrook
Co. Armagh BT35 7BH
T: 028 9081 4242
E: enquiries@uspca.co.uk
www.uspca.co.uk

Behaviour Advice

Battersea Dogs & Cats Home

Behaviour Advice Line
T: 0905 020 0222
E: behaviouradvice@battersea.org.uk

The Association of Pet

Behaviour Counsellors

T: 01386 751151
E: info@apbc.org.uk
www.apbc.org.uk

Lost Pets

Battersea Dogs & Cats Home

Lost Dogs & Cats Line
(within the M25)
T: 0901 477 8477
E: lostdogs@battersea.org.uk

Dog Lost

T: 0844 800 3220
E: admin@doglost.co.uk
www.doglost.co.uk





Globrix.com, the UK's largest property search engine, fully supports the Lets with Pets campaign. With so many people renting these days, and so many people owning pets, landlords are missing out if they don't make it clear whether or not pets are allowed in their property. Property websites like Globrix.com can allow house-hunters to search specifically for properties that allow pets.

ARLA, the Association of Residential Letting Agents, welcomes and supports this guidance provided to landlords and tenants on the issues surrounding the keeping of pets in rented property.



NALS, the National Approved Letting Scheme, supports and endorses the Lets with Pets campaign. We believe there is a need for expert advice and information in this area as more and more people are now looking to rent. This is a timely and well thought out publication, which we believe will be widely used by the property sector.



Published by Dogs Trust Hope Project

Dogs Trust Hope Project
17 Wakley Street
London
EC1V 7RQ
T: 020 7837 0006
F: 020 7833 2701
www.letswithpets.org.uk

Registered charity numbers: 227523 and SC037843

Written by Dogs Trust Hope Project

Designed by Adept Design www.adeptdesign.co.uk

Dogs Trust Hope Project would like to thank Belvoir Lettings for their help and advice during the writing of this booklet

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