



Pets and your rental property

Managing a pet-friendly rental, and understanding the laws around service and assistance animals.



People love their pets.

So much so that many pet owners won't even consider a rental property that isn't pet friendly.

The Zillow Group Consumer Housing Trends Report 2019* found that 46% of all renters live with pets — and 80% of those pet owners say it's very or extremely important that a rental allow their pet.

The demand for pet-friendly rentals is especially strong among people who rent single-family homes, 58% of whom have pets — mostly dogs (46%) and cats (22%).

The following information and tips can help you make more informed choices about pets at your rental properties, and better understand the differences between pets and service or assistance animals.

* Source: Zillow Group Consumer Housing Trends Report 2019 survey data,
<https://www.zillow.com/report/2019/>



Pros and cons of allowing pets

Allowing pets in your rental property gives you access to a broader pool of potential tenants. It also comes with additional risks. Because of this, planning ahead, establishing rules and requirements, and creating a pet agreement are essential.

First, the pros. Allowing pets may result in:

- A larger pool of applicants. Many applicants won't even consider applying if you have a no-pet policy. A pet-friendly rental will appeal to a larger audience.
- Increased rental income. Landlords who allow pets often charge a pet fee or additional pet rent each month. However, landlords typically cannot charge tenants for any service animals.
- More renewed leases. Since pet owners can have a harder time finding a rental than those without pets, you may find that pet owners renew leases more frequently than renters without pets.
- Happier tenants. Animals are known to reduce stress and can help a property feel like a home.
- A decreased chance of unknown pets. Tenants are more likely to be upfront about their pets if you allow them from the start. You're likely to have fewer instances of tenants sneaking pets onto the property and will be aware of the type and number of pets living on-site.

On the flip side, pets could:

- Damage your rental property. Claws, accidents and odors can have lasting effects or require additional cleaning.
- Disturb neighbors or other tenants. Noise could be a concern if there are multiple units on the property or neighbors nearby.
- Bother tenants with allergies. In rentals with shared spaces like hallways or yards, there could be allergy issues for other tenants.
- Injure a person or animal. Be sure to know whether your landlord insurance covers instances of injury caused by other animals and consider whether it's worth requiring that your tenant has proper renters insurance that covers animal bites on the property.



Check your insurance and HOA regulations

So you've weighed the benefits and risks, and you'd like to allow tenants with pets. Before you do, ask your insurance company and homeowners association (HOA) if they have any restrictions or disclaimers related to pets.

In addition to checking your tenant's coverage for their pet, ask your insurer if you are covered for injuries that may be caused by the animal.

How to make your property pet-friendly

You can help minimize the costs associated with maintaining a pet-friendly property by making these improvements before renting to tenants with pets:

- 1 Install durable flooring. Laminate and vinyl won't collect pet hair, and they are more resistant to stains and odors than carpet.
- 2 Landscape your yard. Consider designating a section of your yard as a pet potty area and covering it with small rocks or mulch.
- 3 Install a fence. A closed-off area will allow your tenant's pet to play safely.

These minor changes can make your property more desirable to pet owners — and make it easier to clean.



Managing a pet-friendly rental: Screening, pet agreements and violations

How to screen tenants with pets

You may be able to mitigate the risks associated with renting to pet owners by including the animal in tenant screening. Before approving the applicant and signing a lease, you should:

- Meet the animal in person to confirm that it's well-behaved and friendly.
- Take the pet's picture and keep it for your records.
- Ask the applicant specific questions about their pet.

Meeting an animal in person allows you to observe its behavior and level of training. You can also see whether the applicant is demonstrating responsible pet ownership, taking note of whether they have necessary items like a leash and waste bags. Be sure to consider whether your local jurisdiction restricts any certain type of pets within the town/city limits.

Questions to ask applicants with pets:

- How many pets do you own?
- What is the pet's breed and size?
- How old is the pet?
- How long have you owned the pet?
- Is your pet properly licensed?
- Has your pet ever acted aggressively toward another animal or person?
- Are you solely responsible for your pet?
- Is the pet trained?
- Is your pet up to date on its vaccinations?
- Is your pet spayed or neutered?
- Does your pet get along with other people, children and animals?
- Who looks after your pet when you're away?
- How do you control fleas?

Adding a pet addendum to your lease agreement

A pet addendum, sometimes called a pet agreement, is a document added to your lease agreement that requires tenants to abide by the specified rules, regulations and pet policies.

By signing a pet addendum, the landlord gives the tenant permission to live in the rental property with the animal specified — include the animal's type, gender, name, breed, weight and license number — and the tenant agrees to be responsible for the pet and any damage caused by it.

If you allow pets, it's a good idea to consider including the following in a pet agreement:

- Pet fees or deposits
- Pet policy
- Tenant responsibilities



Types of pet fees and deposits

Because pets pose a risk of property damage, you can help protect your investment by requiring renters to put down a pet deposit or pay pet rent. These additional fees can help cover property damages an animal may cause.

Pet rent is a monthly fee paid in addition to the rent and may vary based on the amount and type of pets. A typical range is between \$25 and \$100 per month.

A **pet deposit** is a refundable fee paid by the tenant before move-in and typically ranges from \$200 to \$500. It's held by the landlord (just like the security deposit) to cover any damage done by the pet during the lease.

A **pet fee** is a one-time, non-refundable charge to the tenant in lieu of a pet deposit. Most pet fees are in the \$200 to \$500 range.

If you do charge pet rent, consider lowering the cost of the pet deposit to keep the overall cost of renting your property competitive within your market.

A more substantial deposit can help cover the costs of cleaning stained carpets, repairing chewed surfaces or removing scratches when the tenant vacates the property.

Some states have pet deposit laws and may limit the fees you can charge, so check with a local attorney first. If there is no pet damage, the pet deposit should be returned to the tenant at the end of the lease.

What to include in a pet policy

1. The types of pets allowed

Be upfront about any limitations on the types of pets you'll allow. Although most tenants with pets have dogs or cats, some may have fish, reptiles, birds or other caged animals. Some cities also limit the type of animals in a residence. Tenants should know whether you'll accept those animals before they apply.

2. The number of pets allowed

For large animals like dogs and cats, it's common to have a limit on the number that can live in your rental. Some cities also limit the number of animals in a residence. Include the number of each animal you will allow.

3. Any breed restrictions

Some insurance companies and HOAs classify certain dog breeds as more dangerous than others, and some cities and states have adopted bans on some breeds. If restrictions apply, let prospective renters know which breeds are not allowed.

A note of caution: Unless otherwise banned, accepting or denying pets based solely on their breed isn't the best practice.

Consider meeting the tenant and their dog to determine the dog's temperament.

4. Any size requirements

Some landlords implement weight or size restrictions. For example, if you're renting a small apartment, you may want to place a weight or length limit on dogs.

5. Be mindful of service, assistant or emotional support animals

You may need to make allowances if a tenant has a service, assistance or emotional support animal. Service and assistance animals are not considered pets. Check with an attorney to make sure your policies are legal and in compliance with fair housing laws. More on this in the next section.

Know which animals are restricted

Some commonly restricted dog breeds:

- Pit bulls
- Rottweilers
- Doberman pinschers
- Chows
- Akitas
- Alaskan malamutes
- German shepherds
- Siberian huskies
- Saint Bernards
- Wolf hybrids

Restrictions can vary widely. Check with your insurance company, HOA board and local authorities to see what restrictions, if any, apply to your rental.

Tenant responsibilities for their pets

Here are some responsibilities you may want to specify in your pet agreement:

- Whether the tenant must pick up after their pet (or face a fine).
- Whether the tenant will agree that their pet will not be a nuisance to other tenants or neighbors.
- Whether tenant has to submit vaccination and licensing records and provide proof that the pet is spayed or neutered.
- Whether dogs have to be on a leash at all times when outside of the rental property.
- Whether other animals, such as birds or hamsters, will be appropriately caged.
- Prohibitions on any unapproved animals on the rental property.
- Whether the tenant is required to pay for any damage caused by the animal.
- Whether renters are required to obtain renters insurance (with coverage for dog bites).

Handling violations and documenting damages

Consider whether you'd want the right to remove the pet or terminate the lease if the pet or tenant is in serious violation of your agreement or is causing harm. Work with an attorney to ensure you are compliant with state and local laws.

To avoid any pitfalls, apply all rules equally to every pet-owning tenant. Be sure to document the condition of your rental property before your tenant and their pet move in. Or, if your tenant is already living in your rental, make an appointment to do a walkthrough ahead of the pet's arrival.



Special cases: Service, assistance and emotional support animals

Service and assistance animals

As a landlord, you can decide whether to allow pets in your property. Service animals, also known as assistance animals, are not pets; they're assistants to people who have a disability, and they are protected under fair housing laws.

Assistance animals are usually dogs but can be other types of animals too. They are specially trained to perform disability-related tasks, such as guiding a person who is blind, pulling a wheelchair, alerting an owner to an impending seizure, performing complex household tasks and protecting their companions from oncoming traffic.

You shouldn't ask a prospective renter with a service animal any question you wouldn't ask every single renter or person who views your property. To determine if an assistance animal request should be granted, you can ask two questions if the need for the assistance animal is not obvious:

- Is the animal required because of a disability?
- What work or task has the animal been trained to perform?

You cannot ask for any documentation for the animal, require that it demonstrate its task or ask about the nature of the person's disability.

Emotional support animals

An emotional support animal, sometimes called a comfort animal or therapy dog, is not a pet. It's a medical tool to help people with mental disabilities like depression and anxiety. The animal is often a small dog, but it could be most any species that provides a person emotional support like affection or judgment-free, positive regard.

Typically, to be designated as an emotional support animal, tenants need documentation from a licensed medical professional stating that the animal is being used to manage a health condition.

People with mental disabilities can request reasonable accommodation for emotional support animals under the federal Fair Housing Act and the federal Rehabilitation Act of 1973. Even if you have a no-pets policy, you are subject to those laws and cannot deny a reasonable accommodation request just because you're unsure whether your tenant or prospective tenant has a true disability. However, federal guidelines allow you to request documentation of the disability if it is not readily apparent or known.

Denying a request for accommodation

Whether you can deny a renter's request for a reasonable accommodation is a question best directed to your attorney.

Federal guidelines describe some situations where landlords, who are subject to federal laws like the Fair Housing Act, can deny a renter's request for reasonable accommodation:

- If modifications to a property to allow access to the tenant and animal would impose an undue financial or administrative burden
- If the animal poses a direct threat to the health and safety of others that cannot be reduced or eliminated by another reasonable accommodation
- If the animal would cause substantial physical damage to the property of others that cannot be reduced or eliminated by another accommodation

If you believe your tenant or potential tenant does not have a disability or does not have a disability-related need for an assistance or emotional support animal, the best thing to do is document the process so you have a record of your interactions, and then check with an experienced attorney before taking any action or refusing any requests.

Deposits and fees for assistance or emotional support animals

Because they are not considered pets according to federal guidelines, you cannot ask for or collect an additional deposit or extra rent for an assistance or emotional support animal. Additionally, you may not impose weight, breed or size restrictions on these animals. You can charge renters a fee if the assistance or emotional support animal causes damage to your property.

The bottom line? Before you make any final decisions about your animal policies, check with a local attorney who is well-versed in the subject.

