

Rental Home Management Series

Tenants and Their Pets

THE
SOURCE
FOR PROPERTY OWNERS

The content should be used as a guide and modified to meet the laws in your state. Any reliance you place on such information is therefore strictly at your own risk.

Pets may be part of the family, but not every landlord wants them around. Animals can be disruptive to the neighborhood, cause damages to the property, and can be huge liabilities if they attack people or other pets. On the other hand, there are 71.1 million households that include pets, 63 percent, and the American Veterinary Association estimates that 50 percent of renters have pets and that 35 percent of those without pets said that they would have pets if allowed by landlords.



Profits and Costs

Should you allow pets, you may be able to charge fees and pet rents and typically add \$1,000 a year or more to your income. Take into account that vacancy rate for a pet friendly home is 10 percent vs. 14 percent if you do not allow pets; and pet friendly properties rent in about half the time (19 days vs. 29 days) with twice as many applicants. Anything is better than allowing your property to be vacant. You should also consider that tenants with children typically cause \$150 more damage than tenants without, while tenants with pets typically cause \$40 more damage than tenants without.

Some larger apartment complex managers will charge a \$50 monthly pet rent per pet and a \$400 nonrefundable fee, on top of the extra security deposit.

You should insist that pet owners purchase renter's insurance covering liabilities should the pets attack a neighbor, a neighbor's pet, or cause damages to your property. Likewise, double check with your homeowners' insurance policy about what it covers and does not cover.

Lease Leash

There is segment of the tenant population that will agree to anything in your lease while continuing to do whatever they want. If your rental policy does not allow pets and they bring their pets in and cause damages, you will not have the pet deposit and non-refundable fees to help cover the repairs. If you welcome pets, at least you have the opportunity to charge for them.



A clause you should consider adding to the lease says that if the tenants acquire a pet after they move in and it is not specified on or added to the lease with the required fees, the tenant has to pay the entire up-front pet fee plus the additional monthly fee of from the beginning of the lease. While you are explaining this clause to the prospective tenants, it may lead to confessions about the pet they actually had. It helps keep everyone honest.

Not all Animals are Pets

There are some types of animals that are not common pets or may be dangerous or even illegal in certain cities or counties, you should evaluate each instance and assess fees and pet rents accordingly for those you approve and are allowed by law or insurance policies.

- Reptiles (snakes, lizards)
- Insects
- Birds
- Fish
- Farm animals (pigs, peacocks, chickens, goats)
- Primates (monkey, chimpanzee)
- Rodents
- Wild animals (wolves and hybrids, any non-domesticated cat)
- Breeds of dogs:
 - German Shepherd
 - Doberman
 - Pit Bull
 - Chow
 - Rottweiler
 - Dalmation



Pets (of any kind) should only be permitted (excluding medically necessary pets) with the specific written permission in the lease document (i.e., a pet addendum to lease) and an additional non-refundable pet application fee. Some properties may require higher pet fees or higher rent amounts. The information you may want to list in the lease pet addendum includes:

- Pet types
- Breed
- Weight
- Vaccination status

Look online for a pet rider to add on to your rental agreement. This will provide a legal footing for having pets live in your rental property. Photographs of the pets are also a good way to ensure the tenant only has those pets in the home they have advised you of and no others.

Prohibited Actions

The federal Fair Housing Act forbids discriminating disabled person by denying an impaired tenant to keep a guide dog in a dwelling with a “no pets” policy. Applicable laws allow “Service Animals” a “reasonable accommodation” to the tenant’s condition and such animals are not considered “pets” under the lease.



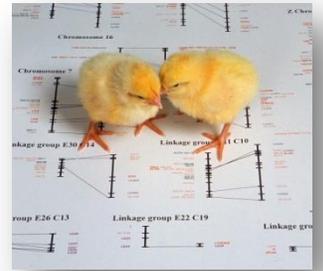
Q & A

Q: Can I charge maintenance or a cleaning fee for tenants who bring service animals into my property?

A: You may not charge a deposit or any surcharge to an individual with a disability as a condition to allowing a service animal, even if you routinely require deposits for pets. However, you may charge a disabled tenant if a service animal causes damage so long as it is the regular practice to charge non-disabled tenants for the same types of damages. For example, a motel can charge a disabled guest for the cost of cleaning or repairing furniture damaged by a service animal if it is motel policy to charge when non-disabled guests causes similar damage.

Emotional Support Animals

The Fair Housing Amendments Act requires landlords to allow emotional support animals in housing, even if they normally do not allow pets, if the tenant can provide evidence that a health care provider states that the tenant needs an emotional support animal as part of mental health-related disability treatment. Landlords cannot charge additional deposits or pet rent for tenants who need emotional support animals, but the tenants can be held responsible for any property damage done by their pets.



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