



## **Guidance for Landlords & Contract Holders: 'Reasonable' grounds to refuse a pet in a private rented property.**

### **Background**

Welsh Government statistics show that 52% of households have a pet, including one in three households with dogs. Despite these figures, YouGov findings commissioned by Dogs Trust and Cats Protection show only 8% of renters in Wales say their home was advertised as pet-friendly. The shortage of pet-friendly housing has meant that many pet owners have had to give up their pet because of no-fault of their own. At Dogs Trust we had 118 people enquire about handing their dog over to our rehoming centres in Wales between December 2022 and the end of March 2023, citing “a change in accommodation or rental agreement” as a reason for wanting to relinquish their dogs to us.

In 2022, The Renting Homes (Wales) Act 2016 came into force and allowed pets to be included as additional terms. Despite pets being allowed under additional terms within the Renting Homes (Wales) Act 2016, pet-friendly housing is still in short supply. Additionally in 2022, the Senedd successfully passed a Members' Legislative Proposal to ban 'no pet' clauses, however being non-binding no subsequent action was taken by the Welsh Government to ban the practice.

Dogs Trust has created advice for landlords and contract holders across Wales, and the rest of the UK, to support them in the decision-making process and to ensure pet owners aren't treated unfairly when seeking accommodation in the Private Rented Sector.

### **Damage to the Property**

We know that many Landlords will be concerned regarding the potential for damage in their property caused by pets, for instance through damage to carpets or furnishings, or residual smells and traces of fur. However, a [survey](#) of landlords on pets and rental properties, conducted by YouGov on behalf of Dogs Trust and Cats Protection found that whilst damage to the property is the main reason for not allowing pets, just 20-21% of landlords who let their property to people with pets reported damage to their property as a result. This is compared to 29% of landlords who have reported damage to their property caused by tenants, according to [research](#) from the National Landlords Association. Additionally, 73% of landlords who have allowed pets reported no problems.

Given the contract holder is normally required at the end of a tenancy to leave the property in good condition and cleaned to a professional standard, we believe this will cover any damage caused by pets in the vast majority of cases. In addition, our research found that any damage to the property is covered under the existing deposit in most instances and would likely not outweigh damage caused by human residents. As such, we do not believe that 'concern of damage' is a justifiable reason to have a blanket denial for a pet in a property.

Similarly, whilst only 2% of landlords in our survey who allowed dogs reported experiences of flea infestation, we encourage all pet owners to be responsible and ensure the health and wellbeing of their dog is positively maintained. This includes routine vet appointments for preventive healthcare such as vaccination and flea and worm treatments, and other vet appointments as needed, as well as grooming for certain dogs and the ability for them to have regular exercise and toilet breaks. We encourage dog owners to look at the [guidance](#) on our website to learn more about how best to care for their dog.



## **Behavioural issues & complaints**

We are aware that landlords may be concerned about potential issues relating to some dog behaviours, such as barking or fouling. With regards to barking, if this does result in a noise complaint from a neighbour, we would encourage the landlord to carry out the same processes as if it were caused by a human e.g., playing loud music. However, we would also encourage the owner of the dog to consider the root cause of the barking or behaviour concern by seeking advice from their veterinary surgeon who can provide a referral to the appropriate accredited behaviourist where needed. Behavioural support can also be found on the Dogs Trust website or by calling our dedicated Behaviour [Support Line](#).

If fouling does occur, we would again advocate for responsible dog ownership and for dog owners to always clear away any incidents promptly to prevent complaints and the spread of diseases such as worms. Similarly, we urge all dog owners to remain vigilant when in outdoor spaces with their dog to ensure they are aware of any messes when they occur and can clear them up accordingly and in line with the law.

Through our Lets with Pets resources, we advise contract holders to obtain a '[Pet CV](#)' for their pet to demonstrate the nature of their dog, with references from previous landlords where available. This CV can include contact details of the dog's vet, as well as training they have undergone and vaccination and other preventive healthcare history. This should assuage any concerns a landlord may have regarding the nature of the dog and the potential risk of future complaints.

However, if this is the contract holder's first pet and therefore, they are unable to obtain a 'Pet CV', we encourage all new dog owners to visit our resources on our website or attend other suitable training. Adopting a dog is hugely rewarding but a large commitment, and we advise all new dog owners to consider this carefully. We also advise contract holders to be open with landlords to have a conversation to ensure that all parties involved feel comfortable with prospective pets.

## **Health & safety**

According to [Allergy UK](#), pet allergies are common, especially amongst people with allergic asthma or hay fever. As such, it is likely that some landlords and contract holders may be allergic to pets including cats or dogs. We accept that this is a genuine concern for many landlords, especially when conducting checks and visits. We would not advocate for a landlord to make themselves uncomfortable or unwell as a result of allowing a contract holder to keep a pet. Furthermore, if multiple contract holders are sharing a property, we would similarly urge consideration of any allergies when decisions are made regarding allowing a pet in the household.

To minimise the effect of pets on those with allergies, Allergies UK advise several practical actions a pet owner can take. For instance, regularly washing furnishings and bedding, cleaning flooring and carpets regularly and thoroughly, and using air purifiers. We would encourage the contract holder to be willing to keep the property cleaned to a high standard, especially at the end of the contract, if their landlord raises issues with allergies.

Further concerns may be raised regarding potential fear of dogs, both by landlords or letting agent staff, as well as other residents in a shared building. In such cases where a landlord or



member of staff from a letting agent is conducting a check of the property, we would encourage contract holders to remove the dog from the property or manage them in a separate room. Some dogs may be faced with difficult emotions such as apprehension or excitement when faced with a stranger. Pet owners should support their animal by learning to understand them, carefully manage them and build positive associations through training.

### **Suitability of the property**

At Dogs Trust we firmly believe that there is a perfect home for every dog, however we acknowledge that certain properties will not be suitable for certain dogs. We urge landlords to avoid a one-size-fits-all approach and consider the unique needs and requirements of that individual dog and their family.

Dogs Trust carefully considers each application to adopt our own dogs, yet we do not find it useful to have any fixed criteria for their accommodation, given the vast different needs of each of our canine residents. For example, we would not consider the fact that a property is a flat or has no dedicated outside space to be a reasonable ground for refusing all dogs and would suggest that these decisions are made on a case-by-case basis. Ultimately the dog's owner will be likely to know their dog's nature and routine best and will therefore be able to assess the suitability of each property for their pet's needs.

There are certain characteristics of a property that pet owners should consider when choosing to apply for a tenancy. For instance, if the property is on a higher floor, we would ask if from a medical perspective (e.g., older dogs with conditions such as arthritis) the dog can cope with regularly climbing several stairs, should there be a lack of alternative options. We also advise pet owners to have a means of providing individual space for their dog, away from other pets or people if needed, to help them stay relaxed and comfortable in their environment. This may be more difficult to achieve in a studio or shared property.

Additionally, we would suggest the contract holder considers the security of a garden if available, and if it is accessible to others in the building or if it is private. Whilst not every dog needs to live in a home with a garden, having regular outdoor access is essential for the dog's wellbeing. Where a dog cannot safely be let off the lead, we urge that they be kept on a lead, especially if the home is in a busy area such as a city or next to a main road.

### **Characteristics of the pet**

Each dog is unique and will have different attributes, meaning it is difficult to judge a dog's nature by breed, size or age alone. As such we advise landlords to consider each request individually, with care, and without prejudgement of the nature of each of these characteristics. For example, whilst some landlords may prefer to allow a contract holder to keep a smaller breed of dog, a larger dog would not automatically bring higher risk for that property. We advocate for a breed neutral approach to decision-making, and do not believe landlords and letting agents should be able to refuse a certain breed. We would urge landlords and letting agents to consider the dog individually instead, using a ['Pet CV'](#) and references where available.

Furthermore, whilst Dogs Trust's research found that slightly more landlords were willing to let to contract holders with cats than dogs, we did not find evidence of significant differences in the likelihood of issues arising for either species. As such we remain certain of the benefits of renting to contract holders with dogs as well as cats, for instance keeping the contract holder happier



and more likely to remain in that property. By denying a property to the prospective contract holders who have a dog opposed to a cat, landlords and letting agents are reducing the pool of applicants and making themselves less appealing to contract holders.

We appreciate concerns relating to the age of dogs in a property. It is crucial that puppies undergo the appropriate socialisation and training to promote their wellbeing and prevent issues with behaviour. We advise that every individual who owns a puppy or other dog that hasn't received such training to contact Dogs Trust and use our resources, such as attending one of our Dog School classes. When making decisions with allowing a puppy in a private rented property, we encourage responsible dog ownership and a mutual dialogue to discuss concerns. Similarly, most contracts will contain clauses that a contract holder will leave the property in the same condition as when they began the tenancy, and as such should cover any potential damage caused by a puppy.

With regards to the number of dogs that a contract holder has, we urge a prospective contract holder to consider if the property is a suitable place for each dog to reside together, with room to separate if needed. This can help ensure all dogs in the household are comfortable in their environment, therefore limiting any potential issues arising.

### **Other**

Finally, Dogs Trust appreciates that there are legitimate grounds for refusing a dog that a landlord or letting agent may have. Firstly, cultural, or religious opposition to residing with animals must be respected. Secondly, we acknowledge that many leasehold contracts have clauses which do not allow a dog, especially in flats or maisonettes, which the owner of the residence (i.e., the Landlord) must abide by. We will continue to engage with Governments to promote more pet friendly practice across all tenures of the housing sector including through leaseholder agreements.