

Private Landlord's Views and Experiences of Renting to Tenants with Pets



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And

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Research report for Society for Companion Animal Studies (SCAS)

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Introduction

This research was undertaken by the Student Law Office, Policy Clinic, Northumbria Law School, and the Open Justice Centre at the Open University. The purpose of the Policy Clinic is to provide research and evidence, aiming to influence policy and law reform. All work in the Policy Clinic is overseen by an experienced research member of staff. The students taking part work in the Student Law Office are in the third year of their law degree at Northumbria and final year of their law degree at the Open University.

This research was undertaken for the Society for Companion Animal Studies (SCAS). The main aims of the research were to focus on gathering the views of private landlords on renting to tenants with pets and any potential changes to the law. Specifically, we were asked to identify:

- Why private landlords are reluctant to rent their property to tenants with cats and/or dogs, focusing on issues to do with damage to the property and the extent of any actual damage
- Whether private landlords treat cat and/or dog owners differently to tenants without companion animals or tenants with children, e.g. deposits and insurance
- What information private landlords provide to pet owners, including in the contents of their tenancy agreements, and whether they use the new Model Tenancy Agreement containing the new covenant dealing with pets
- Private landlord's knowledge of the benefits of pets and social capital and their own personal views towards companion animals
- How landlords may be encouraged to rent their property to tenants with cats and/or dogs and whether they have experienced any benefits of having rented to tenants with cats and/or dogs
- Any steps that could be taken to reduce obstacles for landlords renting their property to tenants with cats and/or dogs and what fair reform to the current law would be for landlords.

Throughout this report, anyone who privately rents their properties, are referred to collectively as landlords for ease. To explore the above aims, a mixed-method approach was used. Firstly, a survey was distributed to private landlords who rent properties in England, to gather their views on the above aims. Secondly, semi-structured interviews were conducted with a selection of private landlords, who do and do not rent to tenants with pets. The results indicate that many landlords do not support a change in the law which requires them to rent to tenants with pets, even if they do so already. Any changes to the law must be balanced between the needs of the tenant for secure housing and the landlord being able to protect their property from damage. Ultimately, this report provides recommendations as to how this balance can be achieved in any future changes in the law. Though the research focused on the views of private landlords in England, the findings are not restricted to this area and may be of benefit to other countries. This research was needed, as there has been little research done with private landlords on this issue, and any changes to the law must also consider their views.

We would like to thank The Society for Companion Animal Studies (SCAS) for working with us on this research, and Paul Dale for his support.

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Background and aims of the study

This section of the study will review the literature on renting to tenants with pets highlighting the various issues individuals may encounter when seeking appropriate pet-friendly accommodation. The focus of the literature review is to find any common themes and so put the research findings into a wider context. The literature review will look at the issues from the perspective of the tenants, landlords and animals. It will discuss why there seems to be difficulties for those seeking pet-friendly accommodation and provide suggestions on how these issues may be resolved.

This review begins by looking at the preferred terminology that will be used in this study with regards to 'pet' and 'owner' and whether these should be replaced by 'companion animal' and 'guardian'. It will follow with a review of the research into current rental market figures and the effects that the Covid-19 pandemic has had on pet ownership. This will lead into a discussion on whether the high cost of housing and the sale of rental properties have had an impact on the availability of appropriate rental accommodation. The effects of housing issues on pet-friendly accommodation will be highlighted, as well as the suitability of properties to ensure that animal welfare is upheld.

Current guidance for landlords will be discussed; namely the Model Tenancy Agreement (MTA) and legislation such as the Tenant Fees Act 2019.¹ There has been proposed legislation in relation to renting to tenants with pets in private accommodation, and whilst this was unsuccessful there is still a move towards making pet-friendly accommodation more readily available. It is highlighted, through a case study and case law, that an individuals' mental health can be at risk under the current law that allows landlords to refuse pets in their properties and that there could be reform in other areas of law to remedy this issue. Three other jurisdictions will be looked at to provide a comparison to the law on renting to tenants with pets in England.

¹ Tenant Fees Act 2019

The benefits of pet ownership will be discussed, including on an individual's physical and emotional wellbeing and how pet ownership can improve an individual's social interaction within the wider community. The review will then consider the landlord's perspective and draw attention to why there is a reluctance to rent to pet owners. It will then set out the research that demonstrates some of the benefits that landlords may be unaware of when renting to tenants with pets. Finally, the review will consider human rights and some wider legal issues.

[.....]

Research methods

This research employed a mix-method approach, using a survey and semi-structured interviews. The survey was used to gather information on the landlord's views of renting to tenants with pets, and then semi-structured interviews were used to explore the points raised in the survey more fully. Firstly, the respondents' personal views and experiences of cats and/or dogs were explored, before exploring their experiences of renting to tenants with cats and/or dogs, why they would not rent to tenants with pets, the benefits they were aware of or had experienced of renting to tenants with pets, and their views on the potential changes to legislation surrounding this area.

Ethics

Ethics was granted by Northumbria University's Ethics Committee. The survey started with information about the study and how the respondent's data would be used (See Appendix 1). Respondents had to confirm their consent to be able to proceed with the survey. Participants who were invited to interview were sent a consent form/participant information sheet prior to the interview taking place and asked to return a signed copy or provide oral consent at the start of the interview. To ensure that no respondent or participant was identifiable, the survey findings and interview transcripts were anonymised prior to analysis.

Survey

The survey was made and distributed via OnlineSurveys. It was open from 3rd December 2021 to 14th January 2022 and took approximately 15 minutes to complete. Altogether 86 responses to the survey were received. The survey was separated into the following sections (See Appendix 1 for survey questions):

- Demographic information
- Information about the respondent's properties
- Respondents' personal views and cats and dogs
- Renting to tenants with pets
- Respondents' tenancy agreements
- Obstacles/issues/benefits of having rented to tenants with cats and/or dogs

At the end of the survey, respondents were asked whether they would be willing to participate in an interview and, if so, to leave their contact details. A total of 35 respondents offered to be interviewed (originally 36 but one did not leave their email address, just their name). The research team went through the survey responses and decided on a suitable range of participants for interview

Interviews

A general interview plan was designed (see Appendix 2) which could be adapted for each participant. Interviews were based on the participant's survey responses, and a plan was drawn up for those landlords who had rented to tenants with pets, and those that had not. Whilst there were some common questions between both, some related specifically to their experience. Any interesting answers for their survey responses were included in the interview plan so they could be explored further.

Interviews were semi-structured, which allowed for interesting and relevant avenues of discussion to be followed whilst aiming to providing a common structure for each interview. The interviews took place between 15th February 2022 – 3rd March 2022. Prior to this, consent forms were sent to the participants (see Appendix 3) A total of nine interviews were completed, each lasting between 30-66 minutes. All interviews were done remotely via BlackBoard Collaborate, the Northumbria University learning platform, or by telephone. At least three members of the research team were present for each of the interviews. All interviews were recorded using a Dictaphone and transcribed for analysis.

Recruitment and Sample

The only requirement for our respondents completing the survey was that they were a private landlord with properties in England. The survey was distributed via the research team's social media platforms. SCAS also asked the Landlords Association to distribute the survey to their members, as well as other organisation advertising the survey via their websites.

[...]

Recommendations for Reform

The biggest concern for landlords regarding renting to tenants with pets is the lack of protection available if any damage were to arise and that this may not be financially recoverable from the tenants. At present there is some protection for landlords, as they can refuse to rent to tenants with pets, however, if this was to be entirely abolished then the rights of the landlord and the tenants are unbalanced. At present deposits for tenancies are limited to five weeks,² which, as landlords have expressed, barely scratches the surface when recovering any damage caused by pets in their properties. Therefore, it is recommended that there should be more financial protection available to landlords, if the rights of landlords to refuse to rent to a tenant with a pet were removed. This would help the landlords feel as though there is a balance of control and that their rights are equal to the rights of the tenant. Some landlords have expressed that they feel 'out of control' in relation to legal changes, so financial protection would help to assuage this concern. This will benefit the tenant/landlord relationship, with landlords feeling more protected and tenants feeling that their needs are being heard as well as having a place to live with their pet. Such financial protection may be in the form of 'pet insurance', the reintroduction of 'pet deposits', or 'pet rent'.

For any changes to be implemented successfully, the proposals for reform must be fair and realistic. One of these proposals could be the reintroduction of the 'pet deposit' that was prohibited by the Tenant Fees Act 2019. This would balance the interests of both the landlord and the tenant as it would encourage more landlords to consider accepting tenants with pets and therefore, allow tenants to have more options for affordable private rental accommodations.

Another realistic proposal might be the introduction of third-party pet insurance which would ensure that any costs incurred by the damage caused by the pet in the property is fully covered, protecting the landlord from costly expenses after a tenancy ends. It has become evident throughout the research that landlords would be willing to sell their properties/stop

² Tenant fees Act 2019

renting if they are forced to rent to tenants with pets with no safeguards in place. Additionally, some landlords have stated that they would increase the price of weekly rent for tenants with pets if 'pet deposits' or 'third-party pet insurance' are not (re)introduced. This reinforces the importance of balancing the rights of the tenant with the rights of the landlord, to ensure that landlords are willing to rent to tenants with pets as opposed to simply selling their properties. This is particularly important when recognising that not all private landlords have multiple properties, and that the property they rent may be their sole income or a form of pension for them, so there is a need for the property to be well maintained.

Although there are some educational efforts being made to show the benefits of pet ownership, more should be done by way of support for the landlords. This could be via a document such as a leaflet or online publication, that outlines the advantages and benefits of renting to tenants with pets. This may include examples such as, 'tenants with pets are more likely to stay in rented accommodation for longer'. This would be beneficial for both the landlord and the tenant as it increases awareness, thus providing stability.

Some landlords have suggested that there could be two 'lists' of landlords, one list containing those who accept pets in their properties and one list containing those who do not. This could make it easier for tenants to find pet-friendly accommodation in the private rental sector and allow landlords to find tenants who match their criteria for potential tenants. However, there may be difficulty implementing this, as landlords may prefer to identify as 'not' accepting tenants with pets for ease, and tenants with pets may still struggle to find appropriate rental accommodation.

When giving recommendations for potential law reform, it would be necessary to consider the failed Dogs and Domestic Animals (Accommodation and Protection) Bill,³ using sections that are valuable and should be used for future reform, as well as highlighting parts which should not be carried forward. It is recommended that s.3 'Certificates for Animal Guardianship' should be considered for future reform. Through interviews, some landlords suggested that they would be more inclined to rent to tenants with pets if they could provide

³ Dogs and Domestic Animals (Accommodation and Protection) Bill HC (2019-21)

‘good references’. Therefore, having a certificate for animal guardianship stating that the pet owner is a ‘responsible’ owner would allow the landlord to feel more in control and comfortable when renting to tenants with pets.

The exception to the right to keep cats and/or dogs under S.2(b) ‘the landlord holds a certificate of exemption’,⁴ would also be valuable for future reform. Although tenants should have a right to keep cats and/or dogs in their properties, it is fundamental to also consider the position of the landlord to balance these rights. The inclusion of a ‘certificate for exemption’ enables this, by providing exception in limited circumstances where it is necessary. An example where this may apply would be if the landlord had pet allergies and/or asthma. Additionally, there are other circumstances where having a pet in a property is not suitable, for example in high rise flats or as stipulated in the deed/lease. The certificate of exemption would be crucial in these circumstances and therefore should be considered for future law reform.

It must be noted that certain sections of the Bill are unrealistic in terms of what is expected of landlords and therefore would be ineffective in solving the problems it purports to be aiming to solve. A prime example of this over-optimism is demonstrated in s.5 ‘Statements on measures to support animals in domestic accommodation’. S.5(1) of the Bill provides that ‘Organisations that are relevant landlords must prepare a statement on measures taken to support dogs and other animals in domestic accommodation for each financial year of the organisation.’⁵ Arguably, it is unrealistic to expect landlords, some of whom do not want to have pets on their properties, to carry out measures to support pets in their accommodation and prepare statements on these measures when those landlords are not inclined to do so. What would be a better focus would be to educate and persuade landlords to cater to tenants with pets and to provide landlords with an incentive, perhaps financial, to allow tenants with pets on their properties. There is an apparent absence of provisions in the Bill that relate to these methods which would be advisable. The provisions put forward should be replaced with amended ones which consider these other considerations.

⁴ Dogs and Domestic Animals (Accommodation and Protection) Bill HC (2019-21) s.2(b)

⁵ Dogs and Domestic Animals (Accommodation and Protection) Bill HC (2019-21) s.5(1)

As well as this, s.5(4) suggests that 'If the landlord has a website, it must publish the statement on that website'. Arguably this section puts more onus on landlords. If the aim of the law reform is to encourage landlords to rent to tenants with pets, then the reform should make it easier for landlords to rent to tenants with pets by letting them engage with the protection of their property. After all, a landlord may not want further pets in their properties. A landlord may be experiencing problems with a pet-owning tenant and may not want any more pet-owning tenants. Reforms should seek to get landlords on board with the idea of allowing more pets in rental housing not to get landlords to say what a provision tells them to, as highlighted in our findings. Landlords were generally not happy with further government interference in how they manage their properties, particularly as they feel as though the balance is swinging more in favour of tenants. Furthermore, for landlords to be able to implement these measures will take time and more guidance from the government. A landlord showing online that they put measures in place to support animals in domestic accommodation is one thing, whilst landlords implementing the measure, they claim to have put into place is another. Some landlords may publish these measures on a website to keep within the law when they have not implemented them, and this will be difficult to monitor on a large scale. Moreover, this section should be amended with supplementary provision education, guidance, and financial incentives to get landlords on board with the idea of allowing more pets in rental housing, so landlords would want to implement the measures to support animals in domestic accommodation and not just say they did.

Overall, any reforms made must acknowledge that tenants have a special relationship with pets and should be allowed to live with them in rented accommodation, but also recognise that landlords have their own interests which should also be protected. Not all landlords are in a position of power in the landlord/tenant relationship, and some have had very detrimental experiences when renting to tenants with pets. Landlords are much more likely to engage with tenants with pets if they feel it is an equal relationship and they in turn have some financial security should something go wrong in the property. It is understandable that this may put some onus back onto the tenant, and potential difficulties with them having to financially fund extra insurance for example, but the alternative may be much higher rent or landlords taking their properties off the market altogether.

Conclusion

From speaking with various private landlords, both who do and do not rent to tenants with pets, their main concern was preventing damage to their property caused by pets or being able to recover the costs where damage does happen. There was a mix of views and experiences of renting to tenants with pets, with some private landlords having a positive experience and trying to only rent to tenants with pets, and others having a very negative experience and avoiding it where possible.

In terms of the landlords interviewed, most were small scale landlords with maybe one or two properties with a few more run as a business. Some were local to their property area or lived abroad or in other parts of the country. The majority stated they rented out the properties to provide an income in their retirement, whilst for others it provided an additional income. They used letting agents or managed the letting themselves. Many recognised the emotional benefits of having a cat and dog and some recognised that having happy tenants made them better tenants. The behaviour of the tenants was often raised when deciding whether they would be more willing to allow the tenant to have a cat or dog.

Most had not heard of, or used, the MTA and of those that had heard of it, many felt that it was not useful and did not adequately define terms such as what was a responsible pet owner, what is the best interests of the landlord, and that it does not cover nuisance caused by pets. Nuisance in terms of noise, such as dogs barking, and dog mess were reasons for not wanting to rent to tenants with dogs or cats and this was an issue for those who would be willing or did rent to tenants with dogs and cats. However damage was the most common concern raised. There was some difference of opinion over whether big dogs caused more damage and/or nuisance than little dogs, and cats were generally more preferred. Of those that would rent or do rent to tenants with dogs and or cats, the size and number of cats and dogs was a consideration, this was also mentioned by those that did not rent to tenants with cats and dogs at present. One mentioned that as a tradesperson they had been bitten badly by dogs and that this can be an issue for those needing to go into the property. There were also concerns that when that tenant with a pet left a new tenant may have an allergy/asthma

or that this may also be an issue for the landlord and their family who have allergies and/or asthma.

All landlords had had experience, or knew of others, where the tenants had brought a dog or cat into the property without the landlord's agreement. For some this meant they were evicted, if there was a clause in their tenancy allowing them to do this. Others allowed the animal to stay if they were a good tenant and did not want to lose them. Trust and openness seem to be very important to landlords and if someone was seen as a good tenant then they are more likely to be willing to allow them to have a pet whether this was provided for or not or to keep a pet brought in without their knowledge.

The type of building was also mentioned regularly as issue such as whether it is leased or freehold. If a property is a leasehold, it may mean there is a blanket ban on pets as part of the freehold agreement. There was also a difference between those that rented furnished or unfurnished and the fear of carpets and other furniture being damaged by both cats and dogs. All mentioned the type of building being a potential issue with many mentioning the unsuitability of flats for particularly large dogs but also the need for a garden and the danger of living near busy roads.

The majority did not like the legal changes already made by the government to tenancy legislation and felt that the balance had tipped in favour of the tenants. The feeling of being under siege from the government meant that a lot of them felt that if they were forced to allow tenants to have pets it would mean that landlords moving into less regulated sectors such as Airbnb or would sell up or stop renting. Many feel that the financial cost of renting to tenants with pets means that they can be left with large bills that then affects their income. There were mixed feeling about pet deposits with some feeling they did not work, as sometimes the damage could not be found until after the tenant had left. Others felt they did not adequately cover the damage and that some would charge more and higher rents if they had to allow pets. It was mentioned that professional cleaning is often needed after someone moves out with a pet and that this should be paid for. One participant mentioned that any damage is tax deductible for wear and tear but that receipts were needed. The same participant felt that asking for a deposit might lead to more damage and that it is better to

rely on trust and vetting the tenants before letting the property. Some felt that a letter from a vet, flea treatment and or insurance was important to be a responsible owner. One suggested a checklist or flow chart would be useful to help communication between the tenant and landlord as to what is expected of a pet owner in their property. One who uses a letting agent gets them to check the property every three months and this seems a sensible precaution against any damage and being able to keep on top of any damage that did occur. Pet references were seen by some as useful. This could be facilitated through a mutual agreement, like that in Hong Kong, which covers a broad range of issues. As in French legislation, the law could require a pet deposit, insurance, and an agreement of animal welfare needs and behaviour on the part of the owner, pet, and landlord. This should be underpinned by a process for independent arbitration when there are conflicts.

In terms of communication the landlords get information from landlord associations and forums such as landlord today, Landlord Zone property 118 and the NLRA. Some also from Google/ newspapers LinkedIn and all preferred emails. Any updates on changes to the law and communication to landlords should consider the usual means of email and government websites but may also want to consider posts on forums and through the NLRA.

This issue must be seen in the context of the wider housing crisis, with a lack of affordable housing and a corresponding pressure on the need for rental property. This has been exacerbated by government policies such as buy to let and government inaction over the growth of second homes, holiday homes and Airbnb. Clearly there is a need for more public housing, but private landlords also have a role to play, though some in this research did not agree that it was, in part, their responsibility. Working with bodies such as Shelter, to work on broader housing policies would be a sensible way forward, as it seems sensible to work on the broader housing issues as this will only be more of a problem if the private rental market dwindles further. The demand for housing is so great now that landlords know they can rent to who they want to, and it seems to be that there are more negatives than positives for landlords with regards to renting to tenants with pets.

The literature review highlighted several issues both moral and practical. It acknowledged some contested issues such as whether animals should be pets and how our legal treatment

of animals is moving away from them as objects to subjects deserving not just of welfare protection but a recognition of them as sentient beings. The philosophical issues are not an area this report has considered in depth but rather the report has focused on the practical and legal issues around private landlords renting to tenants with pets. Some practical issues such as whether various forms of property are suitable for cats and dogs are unresolved with differing views being highlighted. Other issues such as the physical and emotional and health benefits of having pets has also been highlighted but these are areas that may need more research to establish their validity. There are useful legal and practical steps that have been highlighted by the literature review and by the survey and interviews of landlords. It is hoped that this report has helped to provide some suggestions for future reform in this area, which are fair to both the landlord and the tenant.

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