

VOLUME II

Can Pet-Friendly Homes Bring Better Tenants?

By Shamontiel L. Vaughn



“Do you have a pet-friendly policy?” It’s a common question that landlords receive before attempting to rent a single-family home. **The American Veterinary Medical Association** guesstimates that 38.4% of households own a dog and 25.4% own a cat —and that was before the pet adoption surge during social isolation from 2020–21.

By default, landlords who don’t allow pets are at an automatic disadvantage for the pet-owning population who are shopping for a new rental. In all fairness, there are justifiable reasons why landlords may want to dodge this rental “perk” altogether. But implementing a pet agreement in the lease could resolve some of these concerns. Here is a suggested guide to start the process.

Responsible Pet Owners May Be Responsible Tenants

Pet owners have to live by a schedule that is in alignment with walking their dog(s), feeding their pets and having quality time with them on a regular basis. The likelihood of pet owners abandoning their property or not being around if there are (potential)

complaints or concerns are slim to none. Where the dog and cat go, they go. And everything from their grocery bills to living expenses usually include that animal's needs, too.

"When choosing renters, set up qualifying criteria for the length of time at their job, and make sure they have a good credit score and a good credit report," said Kathy Kipp, a broker/owner for **Southern Village Realty, LLC**. "It doesn't exactly show you what they would do with a dog, but usually responsible pet owners do responsible things."

And if the renter is financially stable, that means this person will be more likely to have funding should there be a pet fee involved in the rental property. Additionally, if there is damage, this renter would be able to rectify the situation easier than someone whose monetary background is shaky.

It is not unheard of for landlords to bump up the monthly rent, along with the initial pet deposit (similar to a security deposit to cover damages), to allow for both small and large pets. This protects landlords from potential property damage in the event the pet becomes undesirable, as well as protecting against property damage if/when the tenant moves out.



Landlords Should Plan What They Will and Will Not Accept

Allowing pets into your property can widen your tenant selection. However, not specifying what is and what is not allowed can too easily create confusion between the tenant and the landlord. What size can the pet be? Are there any breeds that are not allowed? What vaccinations should the tenant be required to pay for? What happens if the pet does damage to the property? These are all rules and regulations that need to be spelled out within the pet agreement area of the lease before a four-legged visitor enters the single-family home.

It is crucial that the pet agreement specifies the types of pets that are allowed inside, too. Some landlords allow common domesticated pets such as cats, dogs, fish and birds, but do not allow reptiles or other animals they deem "dangerous."

And that "danger" can come down to a matter of opinion, the homeowners association and/or state laws. For landlords who are unsure of which animals may legitimately be categorized as dangerous, the **American Society for the Prevention of Cruelty to Animals** elaborates on breed-specific legislation (BSL), "a blanket term

for laws that either regulate or ban certain dog breeds in an effort to decrease dog attacks on humans and other animals.”

It is common to see American Pit Bull Terriers, American Staffordshire Terriers, English Bull Terriers and Staffordshire Bull Terriers be of concern. American Bulldogs, Chow Chows, Dalmatians, Doberman Pinschers, German Shepherds, Mastiffs and Rottweilers also tend to be regulated. While pet owners of these dogs may not be thrilled to see their breed on this ASPCA list, a landlord will usually have the final say on which dog breeds are allowed and which ones are not (unless condo bylaws or state laws trump their preferences).

When It Comes to Pets, Do Looks Matter?

Landlords who are open to renting to pet owners may still want to hold onto the reins in other areas outside of breeds, just so things don't get out of hand. While the weight of a dog does not always determine its temperament (ex. a Poodle's behavior may be altogether different from a Labrador Retriever), the size of the dog can largely determine noise ordinances, as well as how much room the dog has to freely run around. And the sound of a Rat Terrier running around on a top-floor unit won't sound nearly as loud as that of a German Shepherd.

Other large dogs that are usually eliminated from the list include Bernese Mountain Dogs, Alaskan Huskies and Whippets, among others. However, a well-trained Louisiana Catahoula Leopard dog could totally outshine the behavior of an unruly Shih Tzu. And while landlords may be more alarmed by bigger dogs, puppies of any breed and smaller dogs tend to have weaker bladders.



The number of months means the number of hours they can hold it, which means that 2-month-old puppy will require a tenant going outside at all times of the night until crate training or paper training is complete. Multi-unit neighbors may be as happy as the tenants to not hear doors slamming at all hours of the night until the dog reaches adulthood. While size matters in the long run, owners being ready and willing to make sure their pets are not a nuisance to neighbors (in sight, sound and smell) can save landlords from unnecessary stress.

“Pets can tear up houses,” said Kipp, who self-identifies as a dog lover and has had dogs her entire life. “Even the best of pets puke. They have accidents. Big dogs tend to do damage on the exterior. They scratch up back doors. They eat the siding off the window sills. I've seen it all. That's why most of my properties are not pet friendly.”

Kipp, who has managed properties for 30 years and owns a condominium vacation home, encourages landlords to include walkthroughs in their pet agreements to get a clear idea of how the pet is treating the internal property.

“It's really easy to do a periodic walkthrough,” she explained. “There are tell-tale signs.

If it's a single-family home, you could see poop in the yard. If there are cats, they could claw the carpet out. Dogs too. They'll keep on clawing if they're trying to get out. And you'll see where it's torn up around the doorframe."

The Meet-and-Greet: Working With the Owner to Achieve Proper Pet Care

For landlords who are worried about tenants leaving for a lengthy amount of time, caregiving terms are also part of the pet agreement process. While some property owners refrain from allowing locks on communal gates or doorknobs, approving this add-on makes it easier for professional dog caregivers to walk, sit and stop in to visit the animal while the renter is away. For dogs with anxiety, it is especially significant that they have some kind of human contact. Allowing pet professionals onto the property could do more to help the landlord and tenant versus a few complaints from neighbors about new foot traffic.

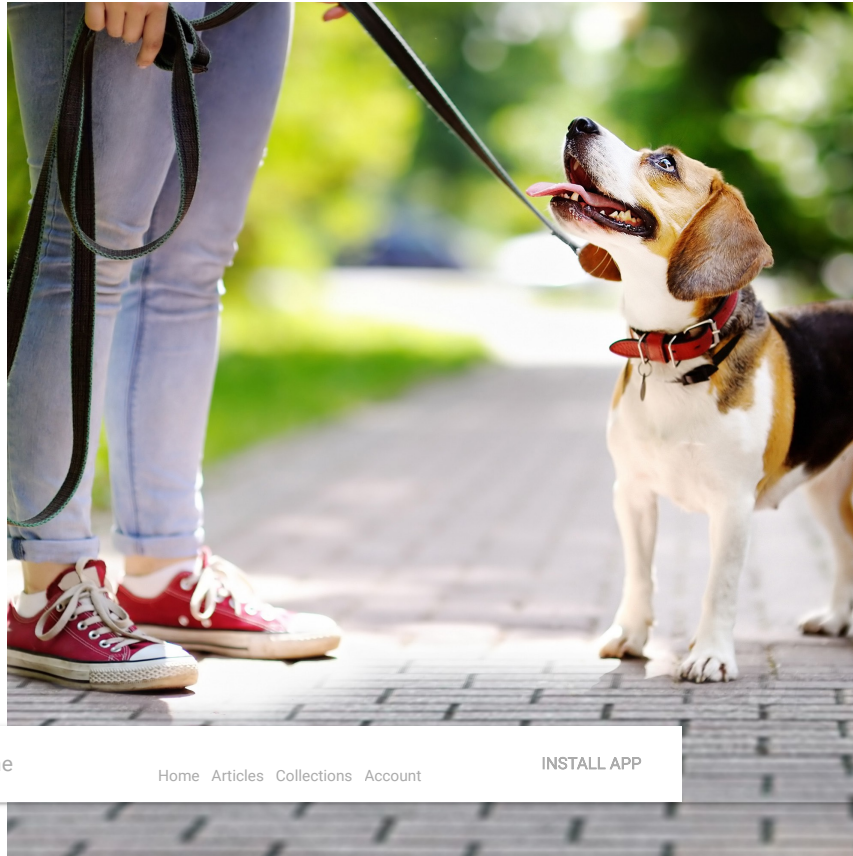


But pet caregivers are not the only people who should do meet-and-greets with the pet and be familiar with it; landlords should too. While pet caregivers meet the animal to confirm that they can walk, board, or dog and house sit when the tenant is out of town, landlords should do it for different reasons. If there's an emergency, they must be able to interact with this pet if they have to get into the unit. The last thing a landlord needs is an aggressive dog that won't let the plumber inside, or a smoke detector going off and the landlord has to call Animal Control or the fire department to get the dog out.

Understanding this dog's temperament will tell the landlord a lot about the pet owner's habits when it comes to training and pet socialization. In addition to making sure that the tenant actually did correctly identify the dog breed and is grooming this dog well enough to avoid permanent damage (ex. scratched-up doors and walls), familiarity with the dog can help out tremendously for both parties.

Other Questions to Ask In a Pet Agreement

While making a property pet-friendly will make it more attractive to some tenants, keep in mind that it could drive away other tenants who are worried that there is no pet-filtering process. To avoid potential tenant-to-tenant conflict, here are some questions that a landlord should ask potential tenants who own pets.



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1. How long have you had this pet?
2. Have you taken this pet to training classes? Did it receive certification?
3. Has the pet been the cause of any property damage in the past?

(Ask for contact information from the prior landlord.)

4. How often is your pet groomed?

(Lack of grooming can lead to ticks, fleas and excess filth from heavy shedders. Additionally, tasks like not having a dog's nails clipped may be annoying to the downstairs neighbor who hears tapping, but it can cause deformed feet and reduced traction for the dog.)

5. Who will be looking after the pet while you're gone?
6. Does this animal have an anxiety disorder? If so, do you have treatment options like CBD oils or treats to keep your dog calm?
7. Will you be hiring dog walkers or dog caregivers to access your unit when you are not home? Where will the lock be?

These are just some of the questions that all landlords have the right to ask for the well-being of their property, other tenants and the pet.

Should there be on-site maintenance staff who may come into contact with pets, make sure to review any worker's compensation rules and notify the maintenance engineer that pets are coming. Whether it's for a few days, weeks or years, pets should not be a "surprise" to those who are regularly working or living on the property. Notifying maintenance staff could also help give landlords an extra set of eyes to make sure communal areas are not being damaged.

But once a landlord approves a tenant's pet, it is crucial to make sure that the tenant

fully understands the terms that are stated in the pet lease agreement and the importance of their continued compliance. It is also important to make it clear that landlords have the right to ask any tenant to immediately fix any violation in the pet leasing agreement, or that landlord can terminate the renter's lease in the event of a pet violation.

Odds and Ends: Pet Vaccinations, Registration, Identification, Commercial Use

Landlords should make sure tenants understand that their pets must wear proper identification collars (tags) at all times, and that they should have proper registration and vaccinations required by state laws. That's not all; landlords need to ask tenants for proof of those vaccines and licenses before allowing these pets to live in the rental property. One primary reason is for the health and safety of the pet. From a property owner's standpoint, not confirming vaccinations and licenses could also result in a liability risk, too.

The same rules should apply for renters who want to be dog boarders or dog walkers. If a dog on a pet-friendly property harms another tenant (or that tenant) and is using the property for commercial purposes, property (and health) insurers could leave the landlord empty-handed. (If the homeowners association bylaws do not allow for commercial business and specify residential-only use, dog boarding will be frowned upon anyway.)

Tenants should be aware of whether short stays are allowed as much as long-term pet ownership. For either decision, make sure the tenant understands that all dogs on the property should be tagged, vaccinated and registered with the state.

On Another Pup Note

There are as many pros as there are cons for why landlords should allow tenants to have pets. For landlords who have never tested these waters before, it is up to them to consider expanding the leasing policy. Maybe start off with small breed and weight limitations on dogs and cats, then expand the lease to bigger breeds if the landlord sees that tenants are following all policies.

Landlords who still aren't sold on the idea still have the right to exercise their prerogative and opt out. However, remember that keeping pet owners away from a rental property could mean cutting oneself off from some great opportunities to take on responsible tenants. It takes a lot of dedication to keep a pet, and ideally, landlords want responsible tenants regardless—with or without the four-legged friend.