



VOLUME VII

The Price for Pets

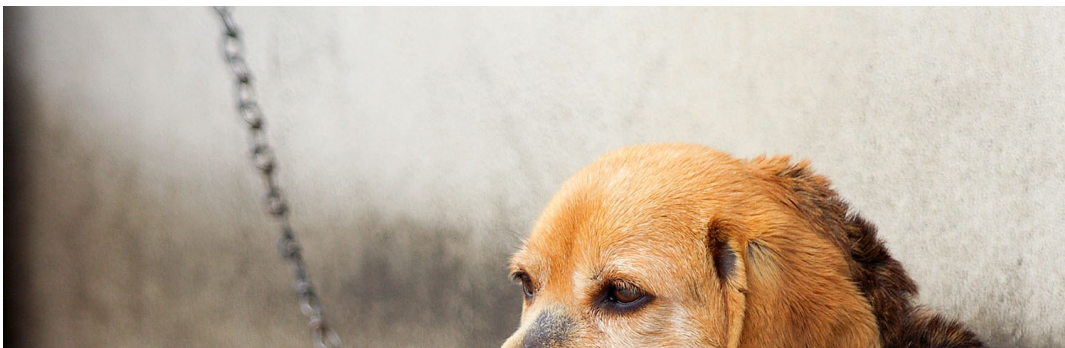
By Shamontiel L. Vaughn

Pets are a superb way to improve mental and physical health. However, they're also expensive. Pet adoption ranges anywhere from \$100 to \$700 for dogs and \$30 to \$300 for cats, according to the Animal Humane Society. The first year of pet ownership can cost anywhere from **\$1,500 to \$2,000**.

And pet insurance, according to the **North American Pet Health Insurance Association**, costs anywhere from \$28 to \$594 annually. So when landlords attach an additional pet fee onto this already expensive four-legged friendship, some tenants may shy away altogether.

However, pets are messy. They scratch walls and floors. They urinate and defecate in their preferred spots, leaving the pet owner to clean and spray on a continuous basis. Window screens get scratched. Noise complaints are reported.

And if the pet owner is not responsible, landlords are left footing the bill and juggling neighbors' complaints for a pet that does not belong to them. So would charging pet fees and screening tenants resolve it all? Yes and no. Here's why.



How Much Should a Pet Fee Be?

Some pet costs (ex. teething toys, dental cleaning, vaccination shots, ringworm medication) may never be a concern for the landlord. But other pet costs will affect the landlord one way or another.

Pet haircuts and dog grooming will help maintain the amount of fur on an already-furnished rental. Pet nail trimming or declawing will help landlords avoid the risk of damaged walls, floors, doors and doorways. Pet behaviorists and obedience training may help pets avoid separation anxiety and being territorial of their surroundings.

However, unless these specifications are detailed in the lease, landlords may want to err on the side of caution—assume the tenant will do none of this to avoid having to monitor what is and is not done on a daily or monthly basis. Pet deposits, pet fees and pet rent are common ways for property owners to protect their investment.

Of note, **American Landlord** confirms that pet deposits must be “reasonable” in Texas and Florida in order to hold up in court. Although Texas has no statute on collecting pet deposits, non-refundable fees are customary in Florida.

Responsible tenants with a solid credit report, complete background check and responsible rental history can arguably be perceived as **responsible pet owners**. However, depending on the breed, training and the pet’s prior experience, sometimes that dog or cat can be unpredictable.

Consider a pet lease agreement, reference letter about the pet’s behavior from prior landlords, obedience training classes, and pet-related renters insurance before deciding which of the three options above justifies the decision to charge a pet deposit, pet fee or pet rent. Make sure to schedule a meet-and-greet with the animal, too.

Pet Deposits, Pet Fees and Pet Rent: What’s the Difference?

- **Pet deposits:** As with a security deposit, these funds are collected before the tenant moves into the residence. FIREPAW, Inc. (via **Petfinder**) guesstimates the price at 40% and 85% of the rent (ex. \$2K monthly rental may have a onetime pet deposit range of \$800 to \$1,700). Although that is a fairly high rate, the landlord can set a lower price, which is largely dependent upon the number of pets, size, weight and breed. It should be deposited separately and not used for other expenses like wear-and-tear repairs. It can, however, be used for pet-specific rental issues like flea infestation in the carpet, or removing stubborn urine stains on walls and floors.
- **Pet fees:** Although service animals do not fall under a pet fee umbrella, this nonrefundable charge can be enforced for potential pet damage. **NOLO** suggests a reasonable rate is \$200 to \$300 annually.
- **Pet rent:** Instead of turning tenants away with the high price of a pet deposit or risking not having enough to handle the cleanup bill from an annual pet fee, pet rent can be treated like regular rent. On the surface, it may seem cheaper than the other two, ranging from 1% to 2% of rent. However, it’s actually more in the long run. For example, a \$2K monthly rental with an additional pet monthly rent of 2%, or \$40, will total \$480 by year-end.

Other Pet Laws That Landlords Should Be Aware Of

Although the dog tethering bill wasn’t embraced by some pet owners who have guard dogs and/or live in rural areas, Texas pet owners were recently told that dog tethering needed to stop. Tenants cannot leave their dogs on heavy chains or weights, outside and unwatched, for long periods of time, reports the **Texas Tribune**.

There also cannot be any restraints that are shorter than five times the dog’s length.

Landlords had to implement this law on January 28, 2022, and make sure their tenants with backyards follow it too.



Changing the Pet Agreement

What if a tenant has a pet but can no longer keep it for a number of reasons—late hours, change in job, consistent misbehaving, affordability, illness, death, etc.? Landlords can choose to require wording in the lease that instructs tenants to give a landlord advanced warning (ideally 30 days) when a pet will be leaving. If the tenant abruptly gets rid of the pet right before the pet rent is due, the tenant should still be obligated to pay up until that 30-day limit.

Property owners can also consider a refund or return option for pet deposits and/or pet fees by year-end if/when the pet is no longer around. Additionally, specify in the lease that there will not be an alternate pet moving in to replace the prior one without permission. If the landlord has a specific rate for one pet over another, those terms need to be established in writing, too, before the tenant may get another pet.



Service Animals: What To Do?

Although service animals clearly look like pets, even in a no-pet rental, landlords are required to allow “reasonable accommodations” for assistance animals, including emotional support animals (ESAs). The Fair Housing Act (FHA) is a federal law that prevents landlords from discriminating against tenants in their homes, pet owners or not.

And, according to the **Humane Society of the United States**, “assistance animals are in a different legal classification” than traditional pets. They are “work” animals who assist and/or perform tasks or services for a person with a disability or those who need emotional support.

Breed and weight restrictions do not apply to assistance animals or ESAs. However, landlords may be able to inquire about an ESA needed for a disability that is not immediately obvious and why a certain pet is needed. In a 2005 lawsuit in New York— (**Northgate Cooperative v. Donaldson, 54 A.D.2d 414, App. Div. 2 Dept. 2008**)—a landlord was charged with discrimination against a tenant who insisted on having a dog even though the landlord only approved two cats. The Division of Human Rights ruled for the tenant to receive \$5,000 in compensatory damages and \$5,000 in punitive damages after the landlord refused to allow the dog.

However, the landlord appealed the case and won, confirming that the tenant never provided substantial evidence for why a dog was specifically needed. Landlords who have received authorized documentation from a medical or psychological expert testimony or evidence may want to shy away from challenging specific breeds and pets though; it more than likely won't hold up in court.

Also, while ESAs and service animals would not be classified as “pets” and tenants would not be legally required to pay pet fees, the landlord can charge a pet security deposit and still request funds to repair pet damage to the rental. If the service animal or ESA does result in nuisance complaints, the landlord can take legal steps to remove the assistance animal from the residency, too.

Is It Easier to Avoid Pets Altogether?

Property owners have a right to do what they wish with their respective units. However, approximately **85 million families** have a pet, largely dogs and cats. By opting out of being

a pet-friendly rental, especially in single-family units where renters may not have to deal with the same confined spacing as a multi-unit apartment or condominium, property owners will immediately eliminate a sizable amount of renters who may well be just as responsible as those without pets. While each tenant and pet should be evaluated on an individual basis, it's up to the landlord to decide whether to take on this added responsibility

Share on

READ MORE LIKE THIS



Go4Rent Magazine

Home Articles Collections Account

INSTALL APP

Navigating Out-of-State Rental...

Today's housing market is a bit of a seesaw. In 2022, the Federal Reserve hiked its...

TRENDING ARTICLES

1 Repairs: Who Pays for What?
For a landlord, a rental property is an uphill battle against mishaps, calamities...
Magazine Archive · Nov 4, 2022

2 Can Pet-Friendly Homes Bring Better Tenants?
"Do you have a pet-friendly policy?" It's a common question that landlords receiv...
Magazine Archive · Nov 4, 2022

3 Tenant Modifications That Make a Happy Home
Although some modifications cannot be considered such as replacing all the...
Magazine Archive · Nov 4, 2022

4 Rekey for Tenant Safety
Each state will exhibit different property code requirements for rekeying rentals...
Magazine Archive · Nov 4, 2022

5 How To Protect Yourself From Marginal Applicants
Property managers and landlords are often faced with uncomfortable choices...
Magazine Archive · Nov 4, 2022