

# BCSPCA

# RENTER'S GUIDE

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# INTRODUCTION

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The BC SPCA believes that if more landlords were aware of the significant benefits of pet-friendly housing, they would be more inclined to offer it.

The BC SPCA recognizes the need for both pet-friendly housing and responsible tenants who acknowledge the privilege of having pets in their homes. We have created this toolkit to help renters prepare to find a new home and discuss options with current or new landlords.

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# PET-FRIENDLY HOUSING OVERVIEW

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## THE PROBLEM

Pet-friendly housing is considerably limited in British Columbia. Landlords and stratas can choose whether they will permit pets. They can also restrict the size, kind or number of pets.

Winston the beagle and Pepinot the miniature schnauzer were not accepted in most houses and apartments in Vancouver. The two were adopted from an animal shelter after having been abandoned in an apartment on moving day. Their new guardians agreed to pay \$400 more per month in order to keep these strongly bonded companions together and have a home for their entire family.



Not all pet guardians can afford to pay more to keep their family members. Across the province, about 25 per cent of cats and dogs surrendered to the BC SPCA are given up by their guardians due to a lack of available pet-friendly housing. This represents about 1,150 pets annually.

The BC SPCA frequently receives calls from people frustrated by their inability to find a home to rent with their pet. Almost 80 per cent of B.C. residents favour legislation that allows pet guardians the right to keep companion animals, according to a 2008 poll (McIntyre & Mustel).

Pet guardians also face heavy competition for housing due to B.C.'s low vacancy rate. Limited rental stock means they are willing to pay more than renters who do not have pets.

## BENEFITS OF PET-FRIENDLY HOUSING

One major advantage to landlords offering pet-friendly housing is increased rental income. People with pets will pay more for housing: units that limit the type or size of pets tend to be cheaper than those without restrictions by \$100.<sup>1</sup> Tenants with pets also stay longer — an average of 46 months compared to 18 months for people without pets.<sup>1</sup> This saves landlords from having to spend time and money finding new, reliable tenants. Moreover, there is no statistically significant difference in damage between tenants with and without pets.<sup>1</sup>

Another direct benefit is increased security, as pet guardians are the eyes and ears of the neighbourhood during late-night and early-morning dog walks. Plus, dogs often stay behind to protect the home when their guardians go out.

Companion animals have even greater benefits to society at large. Studies have shown that they help reduce feelings of loneliness, anxiety and stress in people. They also assist children with development of language skills, empathy, responsibility and self-esteem.

Pet resumes and references are useful tools for screening tenants with pets and can be requested by landlords considering a tenant with a pet.

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<sup>1</sup> Carlisle-Frank, P., Frank, J. M., & Nielsen, L. (2005). Companion animal renters and pet-friendly housing in the US. *Anthrozoös*, 18(1), 59-77. <https://firepaworg.files.wordpress.com/2020/07/cars-aw-journal-publication-final-anthrozoos.pdf>

## **OWNER'S RIGHTS: PET DEPOSITS AND EVICTION**

A landlord may require a pet damage deposit of up to half of one month's rent either when the tenant has one or more pets at the start of a tenancy, or later when the tenant acquires a pet and the landlord's required agreement is obtained. Some pet insurance companies have third-party property damage coverage.

Pet damage deposits are generally treated the same as security deposits and are used to repair any damage left by a pet at the end of the tenancy.

A landlord may require a pet policy as an addendum to the rental agreement. This toolkit contains a sample pet policy that can be used to promote responsible guardianship and prevent potential conflicts during the tenancy.

If, during a tenancy, a landlord discovers that a tenant is in violation of the rental agreement, a written warning known as a "breach letter" is issued. The letter states that the tenant must comply with the rental agreement by a specific date, and that failure to do so will result in eviction. The process of terminating a tenancy cannot begin until the landlord has issued the breach letter.

For more information on the regulations surrounding pets and tenancy, visit [gov.bc.ca/gov/content/housing-tenancy/residential-tenancies](http://gov.bc.ca/gov/content/housing-tenancy/residential-tenancies).

# FAQs

## **Q. WHO MAKES THE DECISION TO ALLOW PETS IN RENTAL HOUSING?**

A. Permission to keep a pet is granted at the landlord's discretion and is subject to the tenant's strict adherence to all aspects of the pet policy. A tenant who wishes to keep a pet will first need to obtain their landlord's approval.

## **Q. HOW CAN I GET A LANDLORD TO SAY "YES" TO ME AND MY PET?**

A. Some tools to give you a better chance of securing pet-friendly housing include preparing a pet resume with references, obedience training certificates, veterinary medical insurance and photos. Many landlords will ask to meet your pet to have assurance of your ability to be a good caregiver. Some companies provide coverage for damage caused by pets, and a letter demonstrating to landlords that a tenant is a responsible pet guardian (try searching for "veterinary medical insurance for renters" online). Approaching a potential landlord about pets can be difficult, but with the right set of tools and the story of your challenges in finding pet-friendly housing, landlords will be more likely to be compassionate to your circumstances.

## **Q. CAN A LANDLORD ASK FOR A PET DAMAGE DEPOSIT?**

A. Yes, a landlord may require a pet deposit when the tenant has a pet at the start of tenancy, or later when the tenant acquires a pet after seeking the landlord's required approval.

## **Q. WHAT IS THE PURPOSE OF A PET DAMAGE DEPOSIT?**

A. Pet deposits are used to repair any damage left by a pet at the end of a tenancy. A landlord is not allowed to automatically keep all or part of the deposit at the end of the tenancy. Ensure that you do a thorough walk-through to assess whether there has been any damage caused by previous tenants' pets.

## **Q. HOW MUCH CAN A LANDLORD CHARGE FOR A PET DAMAGE DEPOSIT?**

A. Landlords can charge a one-time deposit of up to half of one month's rent, regardless of the number of pets a tenant has. This deposit is in addition to the normal security deposit.

# FAQs

## **Q. IS THE PET DAMAGE DEPOSIT RULE RETROACTIVE?**

A. The Residential Tenancy Act was amended in 2004 to allow landlords to charge a pet deposit fee. The rule was not retroactive and does not apply to tenants with pets prior to the amendment.

## **Q. WHAT IF THE TENANCY AGREEMENT IS SILENT ON PETS?**

A. If a tenancy agreement does not address pets, the landlord cannot require a pet deposit.

## **Q. HOW OFTEN DURING TENANCY CAN A LANDLORD INSPECT A PET-FRIENDLY UNIT?**

A. Landlords can conduct an inspection once per month in order to assess the condition of the unit. You could even offer a probationary period where your landlord checks more frequently for the first month or so.

## **Q. CAN LANDLORDS RESTRICT THE SIZE, KIND OR NUMBER OF PETS?**

A. Yes, landlords can place restrictions on the size, kind or number of pets. This should be outlined in the pet policy and will vary by landlord.

## **Q. WHERE CAN I FIND A LIST OF PET-FRIENDLY ACCOMMODATION IN B.C.?**

A. Many housing search engines permit you to search for places that are pet-friendly. Consider that even when a landlord advertises “no pets” online, they may be open to it if you provide a resume and references for your pet.

# RENTAL UNIT PET POLICY

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*This Agreement forms part of the current Tenancy Agreement between the Landlord and the Tenant. Failure by the Tenant to comply with any of the following terms and conditions will be considered a breach of a material term of that Tenancy Agreement and may result in the Landlord requiring the Tenant to permanently remove the pet(s) from the residential property and/or issuing a Notice to End a Residential Tenancy.*

**1.** The Tenant may have the following described pet(s) in the Tenant's rental unit, subject to the terms and conditions within this Agreement and in accordance with Clause 18 of the Tenancy Agreement. Should the Tenant no longer own these pet(s), this Agreement automatically ends. In the event that the Tenant acquires another pet, a new Agreement will be entered into.

Description of pet(s) (species, breed(s) if known, name(s), colour(s), age(s), permanent ID number(s)):

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**2.** All dogs, cats and rabbits must be spayed or neutered. A copy of a document certifying that these pet(s) are neutered or spayed must be provided to the Landlord. If there is an age-related or medical reason the pet(s) cannot be neutered or spayed, please provide explanation in writing by a veterinarian. Failure to do so within 14 days following the date below will nullify this Agreement and the Tenant will not be permitted to keep these pet(s), pursuant to Clause 18 of the Tenancy Agreement.

**3.** All pets must be licensed or registered annually in accordance with any existing municipal bylaw.

**4.** All dogs, cats and rabbits must have permanent identification in the form of a tattoo or microchip.

**5.** Pet(s) must be on a leash and under control or in a secure cage at all times when outside of the Tenant's rental unit and in building common areas.

**6.** The Tenant will pick up waste from the pet(s) immediately from any area on the residential property, including any area considered part of the Tenant's rental unit.

**7.** Pursuant to Clause 18 of the Tenancy Agreement, the Tenant is responsible for any and all damages caused by the pet(s). This includes, but is not limited to, damage to the walls, floors, carpets, linoleum, bathtub, drapes/blinds, patio or balcony.

**8.** The Tenant will maintain a regular flea control and vaccination program appropriate to the type of pet. Should flea infestation from these pet(s) occur in the rental unit or on the residential property, the Landlord may require the Tenant to have the carpets shampooed and the rental unit de-fleaed at any time. Failure by the Tenant to act promptly on the Landlord's request will be a breach of this Agreement. Should flea infestation attributable to the Tenant's pet(s) occur subsequent to the tenancy, the Landlord may seek compensation from the Tenant for the subsequent flea removal treatment.

**9.** The Tenant will act in accordance with the municipal noise bylaw. If the Tenant's pet(s) are disturbing the quiet enjoyment of others, the Tenant will remediate the problem through work with a pet trainer, behaviourist, daycare or sitter/walker.

**10.** The Tenant must ensure that all pets are kept well-groomed, in particular that the nails of dogs and cats are kept trimmed to limit potential noise and damage related to pacing and scratching.

**11.** The pet(s) must not be left in the rental unit if the Tenant will be absent from the unit for an extended period of time. If the pet(s) are left in the care of an alternate caregiver in the unit, the name and telephone number for the caregiver must be provided to the Landlord or Property Manager.

**12.** Prohibited or restricted exotic animals, as defined by the B.C. Wildlife Act Controlled Alien Species Regulation, are not permitted as pets.

**Tenant Signature:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Property Manager Signature:** \_\_\_\_\_

**Date:** \_\_\_\_\_

*Note: This pet policy is intended as a general guide to assist landlords and tenants in developing and implementing rules regarding pets in rental housing. Although this policy will accommodate the needs and concerns of most parties, we encourage you to expand or modify it to fit your individual circumstances.*

Dear Property Owner,

Each year, one in every four pets surrendered to the BC SPCA is given up by their guardian due to a lack of available pet-friendly housing. This represents about 1,150 pets annually. These numbers do not account for the thousands of pets, often cats, who are abandoned in the streets or left behind in apartments by their previous owners who were unable to find more affordable pet-friendly housing.

One major advantage to landlords offering pet-friendly housing is increased rental income. According to a survey conducted by the Foundation for Interdisciplinary Research and Education Promoting Animal Welfare (FIREPAW) in 2003, people with pets will pay more for housing: units that limit the type or size of pets tend to be cheaper than those without restrictions by \$100. Tenants with pets also stay longer — an average of 46 months compared to 18 months for people without pets. This saves landlords from having to spend time and money finding new, reliable tenants. Data from the FIREPAW study also indicate there is no difference in damage between tenants with and without pets.

Another direct benefit is increased security, as pet guardians are the eyes and ears of the neighbourhood during late-night and early-morning dog walks. Plus, dogs often stay behind to protect the home when their guardians go out.

Pets also have proven physiological, psychological and social benefits to humans. A review by the organization Pets Are Wonderful Support (PAWS) in 2007 showed that dog ownership slows heart rates, decreases risk for cardiovascular disease and decreases blood pressure. Studies have also found increased dopamine and endorphins and decreased cortisol (a stress hormone) following time spent with a dog. Children who are introduced to pets at an early age tend to have fewer allergies, less asthma and wheezing and less frequent illness.

Furthermore, subjects recovering from grief who had pets reported lower medication use and less depression. Female pet guardians who have suffered physical abuse identified their pets as an important source of emotional support.

These benefits affect people of all ages and from all walks of life, demonstrated by the reality that over 50 per cent of the population has pets. Discriminating against a potential tenant based on their

positive relationship with their pet creates additional stress for all involved. Conversely, when housing and community environments are supportive of animal ownership, it has been found that the human-animal relationship is strengthened.

Will you consider helping end the pet-friendly housing crisis by providing housing to a responsible pet guardian? With a pet policy in place, both the landlord and tenant can reap the benefits of pet guardianship.

### **WE RECOMMEND A PET POLICY:**

- Permit the same number of pets as regulated by the municipality.
- Encourage pet guardians to spay or neuter their pets, as evidence has shown that this can reduce conflict and aggression.
- Mandate annual licensing with the municipality.
- Mandate permanent identification for dogs, cats and rabbits.
- Require dogs to be on leash in all common areas.
- Mandate all waste in common areas be immediately removed and the area cleaned.
- Ensure all damage is repaired by the tenant.
- Mandate flea control and vaccination programs appropriate to the type of pet.
- Ensure all noise issues are remediated by guardians providing their pets with regular exercise and the use of walkers, sitters or daycares for dogs who experience anxiety being left alone during the day.
- Mandate regular grooming and nail trimming to limit the sound of scratching on the floors.
- Ensure the information of a caregiver is available to the property owner should the guardian be away for an extended period of time.
- Prohibit exotic animals in line with B.C.'s Controlled Alien Species Regulation.

A sample pet policy is available at [spca.bc.ca/petfriendlyhousing](http://spca.bc.ca/petfriendlyhousing).

Across the province, animals in shelters are relying on you to make housing stock available so that they can have a long-lasting place to call home.

Please do not hesitate to contact us directly with any questions or concerns, or to access our resources to make housing pets a positive experience for all involved. Thank you for doing your part to realize the benefits of pets and ensure their place in your community!

Kind regards,

The BC SPCA Companion Animal Welfare Science & Policy Team  
[advocacy@spca.bc.ca](mailto:advocacy@spca.bc.ca)  
1-800-665-1868

# SAMPLE PET RESUME OF FLUFFY

## TENANT INFORMATION

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Tenant Name: Libby Malone

Address: 1243 Paws Street, Burnaby, BC V3E 28H

Telephone: 604-345-9395

### About Tenant:

I am looking for a long-term rental for Fluffy and myself within walking distance of my workplace.

### Tenant References:

Good Dog Training: 604-555-4524

Mr. Former Landlord: 778-555-6549

Healthy Pet Vet: 778-555-6549

## ANIMAL INFORMATION

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### About Pet:

Fluffy is a 60-pound, seven-year-old spayed female Chow Chow/German shepherd mix who gets along well with other dogs and people. She is quiet, housetrained and obedient. Fluffy is also respectful of cats.



### Education/Training:

Fluffy knows both hand signals and verbal commands. She comes when she is called, walks well on a leash and has graduated from beginner and intermediate obedience classes.

### Experience:

Fluffy is a calm, well-adjusted dog who is used to being alone in a small apartment when her guardian is away at work. She only barks when she hears someone at the door or on occasions when there are fireworks in the vicinity, such as on Halloween.

### Health:

Fluffy takes allergy medication daily but is otherwise in optimal health. She goes for regular annual checkups with the veterinarian to ensure she is up to date on all her vaccinations, including rabies and kennel cough. She is also on flea prevention medication.

### Grooming:

Fluffy's breed requires that she is brushed regularly to prevent excess, uncontrollable shedding around the house. Fur that is removed is always neatly disposed of in the garbage.

### Interests:

Fluffy enjoys three walks a day during the week, and even more on weekends when her guardian can take her hiking or to the beach.

### Special Achievements:

Fluffy donates blood to help other animals in need and is a companion visitor at a local seniors' home. Fluffy's dog license is up to date with the city.

# RESUME OF \_\_\_\_\_

## TENANT INFORMATION

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Tenant Name: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

About Tenant:

Tenant References:

Veterinarian:

Former Landlord or Roommate:

Trainer or Daycare:

## ANIMAL INFORMATION

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About Pet:

Education/Training:

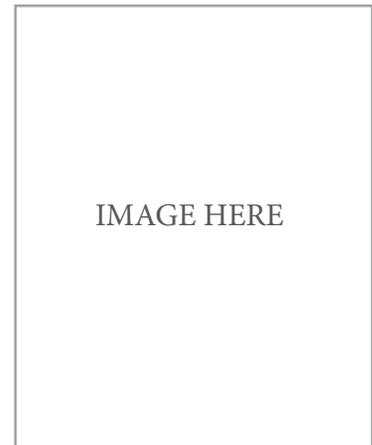
Experience:

Health:

Grooming:

Interests:

Special Achievements:



# BCSPCA

## Pet Reference Form

INFORMATION			
Tenant(s)			
Referee Name		Relationship	
Contact number or email address (for reference contact use only)			

**Pet name(s) and species:**

**How long have you known the pet or pet's guardian?**

**In what capacity have you known the pet or pet's guardian (landlord, etc.)?**

**Has the pet caused any damage that you are aware of?**

**Yes**

**No**

**If so, how did the pet's guardian respond?**

**Would you recommend the pet for tenancy? Why or why not?**

**Do you have any other comments?**

**Signature:** \_\_\_\_\_

**Date:** \_\_\_\_\_