

Property Matters

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Homesforth Ltd

Special

Renters' Rights: Pet Matters

The Renters' Rights legislation continues its progress through the parliamentary process, although it is now far closer to the end rather than the beginning. The tenant's right to request a pet was not amended at 3rd reading in the Commons so looks likely to progress as written.

When the previous Conservative Government first introduced, in June 2022, what was then to be called Renters Reform Bill, they proposed that tenants would have the right to request a pet in the property which the landlord could not unreasonably refuse. No argument from the opposition and so no surprise that a similar clause appeared in the Labour Government's Renters' Rights Bill.

What does it say?

Importantly this is not granting a right for the tenant to keep a pet it is a right to request to keep a pet. Once made, the landlord must deal with the request correctly and within stated timescales. Failure to do so may mean the tenant may then keep a pet at the property. The proposed legislation does not prohibit advertising 'no pets' as the tenant may still request to keep a pet.

It's an implied term meaning that regardless of whether the right to request a pet appears in a tenancy agreement, it exists in that agreement. It allows that a tenant may keep a pet at the rented property if the landlord consents, and that consent must not be unreasonably refused. The key word is 'unreasonably'.

The landlord is given 28 days from the date of the request to give or refuse consent. A landlord may request further information within the 28 days but then has only 7 days from the receipt of the information to give consent or not.

If consent is required from a superior landlord (e.g. the freeholder) then they must make that request within the 28

days. The landlord only has 7 days from the receipt of the decision of the superior landlord to respond.

Whilst these timescales are rigid, a landlord and tenant may agree a delay to the landlord granting or refusing consent but then the landlord must decide by the agreed date.

Consent

Where a tenancy has already commenced, the Tenant Fees Act 2019 allows the landlord to make a charge of £50 including VAT or the reasonable cost for a mid-term variation. If a freeholder charges £100 for the consent then that is the reasonable cost.

Request and refusal

A request from a tenant may be in writing and it must include a description of the pet for which the consent is sought. This would imply that a separate request must be made for each pet. Pet is defined as an animal kept for personal interest, companionship or 'ornamental purposed, so may exclude working animals.

The only reasonable refusal detailed in the Bill references refusal by a superior landlord or it would be breach of an agreement with the superior landlord. This doesn't mean that is the only reason a landlord may refuse, although a court decision may be required for certainty around any other refusal. May

it, for instance, be reasonable if the landlord is likely to move in and they have a pet allergy? Would it be reasonable to refuse to allow an Alsatian in a top-floor studio flat? Only a court could decide.

Insurance

The Tenant Fees Act 2019 will be amended to allow a new additional permitted payment for pet damage insurance. Either the tenant may be required to obtain that insurance or that the tenant must pay the landlord's cost or additional cost of obtaining that insurance. We suggest that the landlord obtain the insurance to ensure continuity and quality of cover provided. A tenant may choose a cheap policy or not renew it on expiry. If the tenant notifies that the pet is no longer living there then a premium refund may be due. For this reason getting a policy that can be cancelled will be important.

Deposit or insurance claim

The tenant may be required to pay any excess suffered by the landlord in the event of a claim. If the claim is of low value then minimising the cost to the tenant (considered a principle of deposit protection) may mean that seeking a deduction from the deposit may be the cheapest option for the tenant.

Most pets don't cause damage so one would imagine that insurers would create or adapt household insurance products to service this market. This could be a problem as there do not appear to be many policies available yet and insurers have little experience on which to gauge premiums.

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