



Landlord and Tenant Fact Sheet

RTB-112

Pets in Tenancies

The *Residential Tenancy Act* (RTA) and the *Manufactured Home Park Tenancy Act* (MHPTA) do not have any provisions that say whether pets are, or are not allowed. The landlord owns the property and can make the decision that pets are prohibited or allowed. However, under both acts, a landlord can include a term in the tenancy agreement that prohibits pets, restricts the size, kind and number of pets that may be kept on the premises, and can establish rules about the tenant's obligations about pets kept on the property. A landlord and tenant can also negotiate a pet clause.

Pet clauses in a tenancy agreement

If a landlord wishes to include a pet clause in a tenancy agreement, the restrictions must be reasonable. There have been court cases related to pet clauses in tenancy agreements and courts have found that pet clauses that are too broad are not enforceable. For example, a pet clause that "had the effect of prohibiting the keeping of a single fish in a bowl" was found to be unenforceable.

Ending a tenancy because of a pet

If a tenancy agreement has a no-pets clause and the tenant gets one that the landlord thinks is inappropriate, the landlord must give the tenant a letter telling them that this goes against the tenancy agreement. This letter (called a "breach letter") must give the tenant a reasonable time to get rid of the pet and tell the tenant that failure to do so will result in the tenancy ending (eviction).

Where there is not a no-pets clause in the tenancy agreement, a landlord can issue a notice to end the tenancy if the tenant's pet:

- is unreasonably disturbing other tenants; or
- seriously interferes with the safety or other lawful right of the landlord or other occupants of the property; or
- has caused extraordinary damage to the property; or
- has caused damage and the tenant has refused to repair the damage within a reasonable time after being asked to do so by the landlord.

The landlord must make sure a proper Notice to End Tenancy for Cause is served on the tenant. If the tenant disputes the notice, the landlord must provide evidence to prove the reasons for ending the tenancy.

If the landlord proves that the Notice to End Tenancy is justified, a Dispute Resolution Officer may set aside and allow the tenant to stay.

There are other factors that will be taken into consideration if a tenant disputes a notice to end tenancy because of a pet:

- Is the landlord applying the same rules about pets to all tenants? If one tenant is permitted to have a pet and another tenant is not, it is unlikely the pet clause or term would be considered a material term.
- Did the landlord know the tenant had a pet, but failed to take any action right away?
- A landlord who has not enforced or uniformly enforced a pet clause should give all tenants notice that the pet clause will be enforced as of a certain date and provide enough time for tenants to comply.

Residential Tenancy Branch

Lower Mainland: 604-660-1020 Victoria: 250-387-1602 Elsewhere in BC: 1-800-665-8779
Website: www.rto.gov.bc.ca

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Pet damage deposits

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A landlord who permits a new tenant to have a pet can charge a one-time pet damage deposit. The pet damage deposit cannot be more than half of one month's rent, regardless of the number of pets. The security deposit and pet damage deposit combined cannot be more than one month's rent.

A landlord who lets an existing tenant get a pet can require the tenant to pay a pet damage deposit. Before receiving the pet deposit, the landlord and the tenant must get together to inspect the rental unit and must fill out a "condition inspection report". The landlord must give the tenant a copy of the report within seven (7) days.

Pet damage deposits cannot be charged for guide animals, pets that were at the rental unit as of January 1, 2004 or for pets in manufactured home park tenancies.

See Fact Sheet RTB-109 "Returning the Security Deposit and the Pet Damage Deposit".

Tenant is responsible for damage caused by a pet

Tenants must repair any damage caused by a pet or must be prepared to forfeit all or part of their pet damage deposit. If the amount of the pet damage deposit is not enough to cover the damage, a landlord can ask for an order that the tenant pay the extra cost of repairing damage caused by a pet.

Can a tenant keep a pet if the landlord knew about it and said nothing, even though there is a pet clause in the tenancy agreement?

The pet clause might not be enforceable if a tenant can prove the landlord knew about the pet, and silently agreed to it, by not dealing with the matter when it came to the landlord's attention. If a landlord wants to end the tenancy due to the pet, the landlord needs to give notice that the pet clause will be enforced and provide a reasonable time for the tenant to comply.

What if the landlord gave verbal permission for a pet, even though the tenancy agreement prohibits pet?

A tenant should not rely on verbal agreement. Instead, the tenant should ask the landlord for permission in writing. This could be either a separate written agreement that is attached to the tenancy agreement or a handwritten note on the original tenancy agreement that is initialled by both landlord and tenant.

If a tenant can prove the landlord verbally agreed to the pet, the landlord may not be able to enforce the no-pet clause or claim that the tenant has breached the pet clause. To start enforcing the clause, the landlord should give notice that the pet clause will be enforced and provide a reasonable period for the tenant to comply.

For more information ...

Visit the RTB's Web site at www.rto.gov.bc.ca.

Call an Information Officer or listen to our 24 Hour Recorded Information Line:

Lower Mainland: 604-660-1020

Victoria: 250-387-1602

Elsewhere in BC: 1-800-665-8779

Visit the RTB nearest you:

Burnaby: 400-5021 Kingsway

Victoria: 1st Floor, 1019 Wharf Street

Kelowna: 305-478 Bernard Avenue

RTB Burnaby, Victoria and Kelowna are open 8:30 a.m. to 4:30 p.m., Monday to Friday.

All RTB offices are closed on statutory holidays.

If there is no RTB in your area, you can get residential tenancy guides, fact sheets and forms online at www.rto.gov.bc.ca or at any Service BC—Government Agents Office.