

Pets in Rental Properties Guidance

Published March 2025

1. Objectives

- 1.1 This guidance is based on the principle that tenants should be able to enjoy the same ability as homeowners to keep pets in their rental property, balanced against the right of landlords to expect that pet ownership by a tenant does not contravene their own obligations or adversely affect their property.
- 1.2 As such, the **objectives** of this guidance are:
 - 1.2.1 To make it clear that tenants should be able to keep pets in rental properties unless there are reasonable reasons why this is not be possible.
 - 1.2.2 To encourage landlords and tenants to have conversations around pet ownership at the outset of the tenancy, and to formalise any pet-related conditions into the tenancy agreement that will provide clarity for both landlords and tenants.
 - 1.2.3 When pet ownership is not explicitly agreed at the outset of a tenancy, to guide landlords and tenants through reasonable negotiations to agree an arrangement going forward.

2. Scope

- 2.1 This guidance is intended for agreements that fall under the [Residential Tenancy \(Jersey\) Law 2011](#) (RTL).
- 2.2 The RTL applies to residential tenancy agreements between landlords and tenants where the rental property is self-contained, and the tenants have exclusive use of the property.
- 2.3 Whilst this guidance is written to support the consideration of pets in rental properties that fall under the RTL, it nonetheless may provide some guiding principles for landlords and occupiers of non-self-contained accommodation falling outside of the remit of the RTL.

3. What is a pet?

- 3.1 For the purposes of this guidance, a “pet” may be defined as:
 - 3.1.1 An animal kept by a person mainly for —
 - personal interest,
 - companionship, or
 - service.
- 3.2 This would include cats, dogs, and other small animals typically considered suitable in domestic settings. It would not include wild or dangerous animals not typically kept as pets (see paragraph 7.1.5).

4. Why you should consider including a ‘pet clause’ in your tenancy agreement

- 4.1 As a landlord, if you are happy to allow pets in your property, you should make this expressly clear in your tenancy agreement.
- 4.2 If there are any conditions attached to this, these should also be clearly set out.
- 4.3 If there are any reasons why you cannot allow pets or certain types of pets, these restrictions should also be made clear to tenants.
- 4.4 This means that whether or not a tenant owns a pet on entering into a tenancy agreement, they know where they stand if they wish to bring a pet to live with them from the outset of the tenancy, in the event they wish to acquire a pet at any point during the tenancy. This promotes clarity and supports good landlord-tenant relations. Tenants can then make informed choices about whether to enter into the tenancy agreement.

5. Requesting to keep a pet if you are a tenant

5.1 Before signing a new tenancy agreement:

- 5.1.1 When applying to rental properties, you should consider whether the property is suited to pet ownership, e.g., not having access to private/communal outdoor space may not be appropriate for your type of pet.
- 5.1.2 If you are about to sign a new tenancy agreement, you should first consider whether the landlord has expressly stated that a pet can be kept in the property within the tenancy agreement. This is particularly important if you already own a pet and intend for this pet to live with you.
- 5.1.3 Before signing the tenancy agreement, if it states that pets are not allowed in the property but is not clear on the reasons why, you may ask the prospective landlord to explain this to you.
- 5.1.4 If you believe the restriction on keeping a pet is not reasonable, or you believe your particular pet warrants special consideration, you may ask the landlord to consider a change to the draft tenancy agreement to allow you to keep the pet.
- 5.1.5 You should provide the landlord with sufficient information about your pet, to help them make an informed decision about your type of pet and any other relevant considerations. Information you may consider including is set out under paragraph **5.2.2.**, below.
- 5.1.6 If you kept a pet at your previous rental property, you could ask your previous landlord to mention this in their landlord’s reference to the prospective landlord to confirm that you are a responsible pet owner.

5.2 When already a tenant:

- 5.2.1 As a sitting tenant, unless your landlord has already agreed that you can keep any pet, or a specific type of pet in the rental property, if you would like a pet, you should formally request to keep the pet at the rental property. This should happen before the pet is acquired and brought into the property.
- 5.2.2 It is best if this request is made in writing, stating:
 - A description of the pet (i.e., type, breed, age, size),
 - If relevant, any information on the pet’s licence and/or vaccine history,
 - Any relevant additional information that you feel is appropriate to include to reassure the landlord that you are a responsible pet owner, and

- Any relevant additional information that the landlord should know in order to give their informed consent for you to keep the pet (e.g., background information if the pet is a rescue animal; or if you require a service animal).
- 5.2.3 If you do not include this information in your request, you should be prepared for the landlord to request this additional information before giving their response.
- 5.2.4 Landlords should respond to requests in a timely manner.
- 5.3 If your landlord agrees, you should ask for this to be confirmed in writing, and for it to be clear it is considered a variation of your tenancy agreement, and hence now forms part of that agreement.
- 5.4 If your tenancy agreement expressly states that a pet/type of pet is not allowed, even after making a new request to the landlord, then you should not bring a pet/that type of pet to live with you in the property. This action would be considered a breach of your tenancy agreement and may cause the tenancy to be ended.
- 5.5 If your tenancy agreement accepts you keeping pets on certain conditions, breaching those conditions would be considered a breach of your tenancy agreement and may cause the tenancy to be ended.

6. Agreeing to pets on certain conditions

- 6.1 Some landlords may feel that they can only agree to a tenant keeping a pet if the tenant agrees to certain conditions which give the landlord assurance that they will be recompensed fairly or protected against any potential issues that may arise from the tenant keeping a pet.
- 6.2 It is best for any agreed conditions to be written into the tenancy agreement or included as an addendum to the tenancy agreement to ensure the conditions are binding. This should include any requirements for the tenant to comply with, if for example the landlord has taken out additional pet insurance cover, to avoid the tenant breaching any conditions of the insurance policy.
- 6.3 Including conditions may give some landlords assurance that they are sufficiently covered against the risks of allowing pets or the tenant's type of pet(s) to live in the rental property. Reasonable conditions should be proportionate to the type of pet and focus on mitigating risks that the pet may reasonably pose. When setting conditions, landlords should be aware of their obligations under the [Consumer Protection \(Unfair Practices\) \(Jersey\) Law 2018](#) and ensure that any conditions set are fair and not onerous for the tenant.
- 6.4 These conditions could include:
- 6.4.1 The tenant agreeing to be liable for any damages caused by the pet(s) and committing to paying for - or reimbursing - the landlord for any damage. For example, this may include the landlord requesting the tenant to take out adequate contents insurance, as may be available, that specifically covers damage caused by pet(s).
- 6.4.2 The tenant agreeing to pay the landlord for any reasonable additional building insurance cover for pet-related damages that could occur and be reasonably attributed to the pet you wish to keep.
- 6.4.3 The tenant agreeing to pay a reasonable additional amount towards the deposit connected to having a pet. This amount could cover any potential damage that

the pet(s) may cause, including reasonable wear and tear that exceeds the reasonable wear and tear expected to occur during a tenant's normal occupation and use of the property as their home. The landlord will need to provide evidence of any damage to make a claim on the deposit.

- 6.4.4 The tenant agreeing to certain conditions, such as keeping a dog on the lead in communal areas or not leaving the pet(s) alone for extended periods of time.
- 6.4.5 The tenant agreeing to cleaning the property to a professional standard at the end of their tenure to remove any pet dander that could be allergenic to future tenants.

7. Why a landlord may refuse a pet

7.1 Tenants should be able to request to keep pets in rental properties unless there is a good reason for a landlord to refuse a pet. Such reasons could include:

- 7.1.1 The residential unit is not suitable for the type of pet or the physical characteristics of the pet (e.g., a small flat in a high-rise building with no private/communal outdoor space may be unsuitable for a large dog).
- 7.1.2 The tenant does not hold a licence required of them for that kind/breed of pet (e.g., dog licence)¹.
- 7.1.3 There are too many pets (of a certain kind, number, or size) for the residential unit that increases the risk of damage or nuisance.
- 7.1.4 There is a superior restriction concerning the residential unit that prohibits a pet being kept on the premises (e.g., if a share-transfer flat is subject to rules prohibiting pet ownership for the entire building).
- 7.1.5 The landlord is aware that the pet has a known history of aggression, or the type or breed of animal is not suitable to be a pet or is a pet that could credibly be a nuisance or danger to other residents/neighbours (e.g., a kind of animal listed under [Dangerous Wild Animals \(Jersey\) Law 1999](#) Schedule 1, or a breed of dog listed under [Customs and Excise \(Import and Export Control\) \(Jersey\) Order 2006](#) Schedule 1, regulation 3).

7.2 As a landlord, you should think carefully about whether refusing a pet may be considered unreasonable or disproportionate.

- 7.2.1 For instance, if a tenant requires a service animal due to a disability and has been clear as to why they require the service animal, you should be mindful as to how your refusal might be considered under the [Discrimination \(Jersey\) Law 2013](#). If pets are allowed on the premises and someone is challenged or prevented from renting because of having a service animal, this may be considered a form of discrimination under that Law.

7.3 If a landlord refuses a request to keep a pet, tenants may negotiate but ultimately will need to respect the landlord's final decision. There is nothing under the RTL that makes pet ownership a right within tenancy agreements. If a landlord refuses, tenants will need to consider their options (e.g., not entering into that tenancy agreement).

¹ Statutory exemptions from licences should be observed, such as exemptions under Article 3 of the [Dogs \(Jersey\) Law 1961](#).

8. Tenant's responsibilities when keeping pets in rental properties

8.1 As a tenant, you should be aware that if you breach a condition of your tenancy agreement, this could lead to your landlord ending the tenancy.

8.1.1 It is your responsibility to look after both your pet and your rental property.

Properly looking after a pet - such as keeping the pet free from fleas and other parasites and ensuring an appropriate toileting regime - infers properly looking after the rental property to keep it free of pest infestations and clear of animal fouling. Failure to do this could mean breaching provisions of your tenancy agreement.

8.1.2 If your landlord has not consented to you keeping a pet, you must not bring a pet into the rental property. Doing so could result in you breaching conditions of your tenancy agreement, or even a superior agreement of the landlord.

8.2 Likewise, it is your responsibility to ensure you keep your pet well looked after and that your pet does not behave in such a way as to be a nuisance to other residents or neighbours (e.g., constant barking).

8.3 When keeping your pet(s), you should bear in mind the following instances that might be considered a "statutory nuisance" under the [Statutory Nuisances \(Jersey\) Law 1999](#), where you may become liable to an offence under that law, including if:

8.3.1 Accumulations or deposits of waste or other matter are prejudicial to health or a nuisance;

8.3.2 Pets or other animals are kept in such a place or manner as to be prejudicial to health or a nuisance;

8.3.3 Noise is emitted from the property so as to be prejudicial to health or a nuisance.

9. How to avoid pet-related disputes

9.1 There are steps landlords and tenants can take to avoid pet-related disputes and ensure your relationships are well-maintained.

9.2 Advice for landlords:

9.3 MyDeposits offers landlords guidance on pets in rental properties: [MyDeposits - Pet rent and pet deposits: A landlord's guide to lets for pets](#). This content is based on UK legislation, but nevertheless includes some useful advice to consider, especially around safeguards you can put in place when permitting pets in your rental property.

9.4 As a landlord, you could:

9.4.1 Include any agreements made on pets in the tenancy agreement.

9.4.2 Ensure the condition/inventory report accurately reflects the state of the property at the start of the tenancy agreement.

9.4.3 If the tenant kept a pet at their previous property, consider asking about this when seeking a reference from the previous landlord.

9.4.4 Consider asking the tenant to submit a letter from their vet. This could also confirm whether the pet is up to date on any vaccinations or flea treatments.

9.5 Advice for tenants:

9.6 MyDeposits offers useful advice on responsible pet ownership as a tenant:

[MyDeposits - Being a responsible tenant with a pet](#).

9.7 As a tenant, you should:

9.7.1 Take your own photos at the start and end of your tenure to keep and compare against the condition/inventory report.

- 9.7.2 Ensure that you do not breach any condition(s) that your landlord has attached to agreeing for you to keep a pet at your rental property. Having any condition(s) set out in writing as a part of your tenancy agreement formalises the agreement and provides assurance for both parties.
- 9.7.3 Be respectful of your landlord's position on pets. You should not bring a pet or type of pet to live with you in the property if your tenancy agreement expressly disallows it. This action would be considered a breach of your tenancy agreement and may cause the tenancy to be ended.