

Transcript

RRA Unit 2.3

Right for tenants to request a pet

So, hello everybody. In this video, we're going to have a look at how, under the Renters Rights Act, tenants will have a right to request a pet. This is going to be quite an interesting area, and we'll see how this develops as the Renters Rights Act is in place over the next couple of years.

So, right to request a pet: what are the rules under the Renters Rights Act? Well, let's put some context to that first. Research says approximately 60% of UK households own at least one pet; 41% own a dog and 31% own a cat. I'm not sure what the other ones are – gerbils, goldfish, whatever else it might be. But what we can see is that a large proportion of the population in the UK do have a pet.

I suppose it's been unfair in that if you own your own home, or you might have a council tenancy or whatever, then you can do what you like in terms of having a pet, can't you? But if you rent in the private rented sector, then landlords have been able to say, before the Renters Rights Act came in, that you can't have a pet. I think the government has said, well, that's unfair, and in terms of tenants wanting to live long-term in the private rented sector, if 60% of UK households have a pet, then why shouldn't a tenant in the private rented sector have a pet? So that's the basis of the change that the government have made in the Renters Rights Act. Let's understand it a bit better then.

The Renters Rights Act gives tenants in the PRS the right to keep a pet in their home, but only if they make a written request to the landlord, and then only if the landlord consents. This right only applies to tenants; it doesn't apply to prospective tenants, and it's quite important to understand that. So a landlord could still have an advertisement that said, "No pets," because the right only applies once you're the tenant. Once you're the tenant, you have a right to request to have a pet, and the legislation says a landlord should not refuse consent unreasonably. So that's going to bring a whole load of disputes about what is reasonable to refuse a request for the pet and what isn't reasonable along the way.

We'll have a look at the process that tenants and landlords have to go through when there is a request for the pet. But there's the basis: I have to be an existing tenant, I

have to be a tenant, I can then request to have a pet. It has to be a written request to the landlord, and the landlord must not unreasonably refuse that consent.

Now, a few other things around pet insurance first of all. There was a lot of debate when the Renters Rights Act was going through Parliament as to whether it should have a clause in it where tenants had to take out pet insurance for any pet damage to the property if the landlord consented to the tenant having a pet. There was a lot of controversy over this. The government rejected that clause. The government said if there's damage to the property from the pet, then it's the tenancy deposit that should be used to cover the cost. That's the government's line. The problem is, the tenancy deposit might not cover the full cost of the damage. Let's say our carpets have been completely destroyed by a dog; then the deposit isn't going to cover it all, is it?

There we have it: the government saying, "Nope, you cannot insist on tenants taking out pet insurance as part of your permission to allow them to have a pet. It all comes from the deposit."

It's very important to understand that this rule on requesting a pet does not come under the civil penalties enforcement power of the council. A council cannot fine a landlord for not agreeing a tenant's request to have a pet. It's not one of them. So if you're the council officer that gets complaints in saying, "The landlord has been unfair to me because the landlord won't allow me to have a pet," there's not a lot you can do about that. You could informally intervene, but there are no civil penalties, no formal enforcement from the council if a landlord rejects the request for the pet.

So what will a tenant have to do? They'll have to complain to the new private rented sector ombudsman. But there's a problem there, isn't there? The ombudsman for the private rented sector won't be going live until 2028. So what can a tenant do between now and 2028? They could try and take their landlord to court for unreasonably refusing, but that may not get anywhere in terms of some sort of civil claim that the landlord has breached the Renters Rights Act on the issue of refusing the request to have a pet. So the ombudsman is the way forward, but the ombudsman isn't there until 2028, so we'll just have to see how that plays out.

Okay, let's have a look at the process for the tenant requesting a pet and then what the landlord must do. It's pretty straightforward. Number one, a tenant must make their request in writing and provide details of the pet. Number two, the landlord can then ask for additional information – for example, they might ask about the type of pet.

Number three, they must then give or refuse consent, and that must be done in writing – “I agree” or “I don't agree” – and it must be done within 28 days of the tenant's request. So it's a pretty straightforward process.

A pet, believe it or not, is defined by the Renters' Rights Act. It's defined as an animal kept mainly for personal interest, companionship, or ornamental purposes. So we have a definition. I guess the ornamental purposes would be a tropical fish or a goldfish, something along those lines, maybe a stuffed parrot – who knows?

There is no guidance yet from the government on what might be reasonable grounds for refusing consent. We don't know if the government is going to issue any additional guidance here. We're in a bit of a gray area as to what might be reasonable grounds for refusing consent, nor is there guidance around withdrawing consent. So if I give my tenant consent and then I want to withdraw it, on what basis can I withdraw that consent? And whether the consent needs to be specific to the actual pet, or the type of pet, or the number of pets. There's a minefield there, isn't there?

What happens if I want three dogs? What happens if it's about the type of pet or the actual pet? We're going to have to see. There are going to be some obvious ones – you're not going to be able to have a crocodile, are you, at the end of the day. But in terms of the more normal pets that people want, then is it specific to the actual pet, the type of pet, or the number of pets? So we're guessing a little as to what might be reasonable grounds to refuse, because we don't have guidance from the government. We have to apply a bit of logic and common sense.

One of the things is if the landlord's lease from a freeholder has a clause prohibiting having a pet. So if you're in a block of flats and you own the property as the leaseholder, and the whole building has a freeholder, the freeholder might have a clause saying you can't have a pet. Obviously, that would be reasonable grounds for refusal. But government guidance says the landlord should still ask the freeholder for permission. You can't just say, “There's a clause in my leasehold agreement to say no pets, that's the end of it.” You still have to ask the freeholder for permission.

If another tenant has an allergy, I should think that's more straightforward as a reason to refuse. And obviously, if the property is too small for the pet in question, I think that would be an obvious reason. But there will be some debate, won't there, as to when is a pet too big for a property and when is it not? And lastly, if the pet is illegal to own, then I'm pretty sure logic would say that would be reasonable grounds to refuse. But quite frankly, we just don't know because we don't have further government guidance on that. We'll wait and see.

So that's it. In a way, everybody, if you own your own home, then you can have a pet, can't you? You don't have to seek permission for that. The government is trying to extend that through into the private rented sector so people feel more comfortable with the private rented sector as being a long-term option for them, having the same rights to request a pet as maybe the rights of a homeowner to own a pet. The only thing is, it's not a universal right to have a pet; it's a right to request a pet, and the landlord must not unreasonably refuse.

There we have it. That's our video on the right to request a pet. I'll see you on a further video.