

Pets: Requesting Consent to Keep a Pet

Landlord FAQ

Q: Do tenants have a legal right to ask for a pet?

A: Yes. Tenants can make a written request to keep a pet at any point during their tenancy, describing the animal. A blanket "no pets" clause in the tenancy agreement no longer settles the matter - each request has to be considered on its own merits.

Q: On what grounds can I refuse a request?

A: Only for reasons connected to the specific property or animal - for example, a superior lease or freeholder prohibiting pets, the property being unsuitable for that type or number of animal (s), a breed prohibited under the Dangerous Dogs Act, or a genuine allergy or health risk to another occupier. A general policy against pets, or simply not wanting the hassle, isn't a reasonable ground.

Q: How long do I have to respond to a request?

A: 28 days from receiving the written request, and your answer must be in writing. If you need more information from the tenant to decide, you can ask for it within that 28-day window, and you'll then have 7 days after they provide it to give your final answer.

Q: What if I need permission from a superior landlord or freeholder first?

A: If you apply to them for consent within the original 28 days, you can wait until 7 days after you hear back from them before giving your final answer to the tenant.

Q: What happens if I miss the 28-day deadline?

A: The request is treated as granted by default, and this can't be reversed - so it's important to track these deadlines closely and respond in good time.

Q: Can I ask for a larger deposit or require pet insurance?

A: No to both. The standard deposit cap applies regardless of whether there's a pet, so you can't take extra deposit for one. A requirement for pet insurance was considered during the Act's passage through Parliament but was dropped from the final legislation, so you can't require a tenant to take out or pay for it either.

Q: Can I attach reasonable conditions if I agree to a pet?

A: Yes - for example, requiring the pet to be kept in certain areas, or making clear the tenant remains responsible for any damage beyond normal wear and tear. Just bear in mind that once you've given consent, you can't withdraw it later; if problems do arise, you'd need to look at other options such as the usual tenancy breach grounds.

Q: What happens if I refuse unreasonably or don't follow the process correctly?

A: Your local authority can issue a civil penalty of up to £7,000, rising to £40,000 for repeated or more serious breaches. Keep a clear, written record of any request and your reasoning, so you can show your decision was reasonable if it's ever challenged. Speak to your local Winkworth office if you're unsure how to handle a particular request.