



Regina
Humane
Society

Pet Friendly Housing

Property Owner and Manager Guide



MORE than a Shelter

Box 3143 Highway #6 North & Armour Road Regina, SK S4P 3G7
Phone: (306) 543-6363 • www.reginahumanesociety.ca

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*Special thanks to the **BCSPCA** for making their Pet Friendly Housing handbooks available for our adaptation and use in creating this manual.*

Introduction

The Regina Humane Society (RHS) believes that if more landlords were aware of the significant benefits of pet-friendly housing, they would be more inclined to offer it. Rental housing that welcomes all pets, regardless of breed or size, is extremely scarce in our community. Pet friendly properties often exclude certain breeds, and may set strict limits on a pet's weight and size. As many as 75% of renters have pets, so it's no surprise that difficulty finding and keeping rental housing is a common reason pets are surrendered to shelters and rescues each year. We believe that people should never have to choose between their home and their pet and local sheltering organizations shouldn't bear the burden of unfounded or overly restrictive pet policies. While "pet friendly" policies are a good start, we would like to see these eventually evolve into "pets are welcome" policies, regardless of breed or size.

The decision to allow pets, and what types of pets, is a complex process with many players including property owners, landlords or managers and renters. Many have accepted the industry definition of "pet friendly" and believe that restrictive or no pet policies are necessary for a safe, profitable property.

The RHS recognizes both the need for pet-friendly housing and for responsible tenants who acknowledge the privilege of having pets in their homes. By working cooperatively with landlords and tenants to increase pet friendly housing options, we can increase the number of people who adopt and retain pets - and move one step closer to becoming a lifesaving community. This will stop the flow of animals being surrendered or abandoned due to housing related issues. To assist with this, we have created a toolkit to help property owners and managers prepare for potential renters with pets, discuss options, and better understand the complexities of this issue.



Pet Friendly Housing Overview

The Problem

Each year in Canada it is estimated that hundreds of thousands of companion animals enter shelters. More than 1/3 of animals surrendered to shelters were surrendered due to housing issues including rental agreements, landlord conflicts, pet restrictions and moving. In Regina, approximately 20% of surrenders are due to these issues. These numbers do not account for the hundreds of pets, often cats, which are abandoned in the streets or left behind by their previous owners who were unable to find suitable pet-friendly housing.

Truly pet-friendly housing is considerably limited in Regina. Many landlords and strata (owner's corporations) can choose whether they will permit pets. They can also restrict the sizes, kinds or number of pets. Pet friendly housing with restrictions can often be so limiting that it can exclude half of the pet population very easily. Pet guardians may also face heavy competition for housing due to low vacancy rates.

The Regina Humane Society frequently receives calls from frustrated people unable to find a home to rent with their pet. Many landlords are understandably nervous about renting to pet owners. After all, there are people who allow their pets to damage property, disturb neighbors and generally give pet-owning renters a bad name. But as it turns out, these tenants are the exception. This resource will help landlords to see that the overwhelming majority of pet owners are respectful of rental property and ensure their pets never become a nuisance – and they may be missing out on some really great tenants!



Use the resources on these pages to prepare for potential renters with pets, discuss options and better understand the complexities of this issue. As a property owner or manager, you have the power to help keep animals out of the streets and area animal shelters, while keeping families together with their beloved pets.

****Note:** When dealing with any landlord-tenant issue, seek professional legal assistance. The materials provided here are for informational purposes only and do not constitute legal advice.

Benefits of Pet Friendly Housing

One major advantage to landlords offering pet-friendly housing is increased rental income. People with pets will pay more for housing: units that limit the type or size of pets tend to be cheaper than those without restrictions by \$100. Tenants with pets also stay longer — an average of 46 months, compared to 18 months for people without pets (source: FirePaw). This saves landlords from having to spend time and money finding new, reliable tenants. Data from this study also indicates there is no difference in damage between tenants with and without pets. Pet owners, statistically, do no more damage to rental units than non-pet owners and only 10% of renters have ever lost a security deposit due to a pet (source: rent.com).

Pet ownership continues to rise and so do the number of renters with pets. This means the pool of renters who own pets is going to continue to increase and properties that arbitrarily restrict pet ownership will be missing out on the majority of highly qualified renters.

Another direct benefit is increased security, as pet guardians are the eyes and ears of the neighborhood during late-night and early-morning dog walks. A dog often stays behind to protect the home when his or her guardian isn't there.

Companion animals have even greater benefits to society at large. The human-animal bond is a mutually beneficial and dynamic relationship between people and animals that is influenced by behaviors that are essential to the health and well-being of both. This includes, but is not limited to, emotional, psychological, and physical interactions of people, animals and the environment. Human-animal interactions also have profound physiological consequences including a decrease in blood pressure, reduced anxiety and a general sense of well-being. They assist children with development of language skills, empathy, responsibility and self-esteem. Studies have also shown that companion animals help reduce feelings of loneliness, anxiety and stress. People in the presence of animals are often perceived to be more happy and healthy.

Pet resumes and references are useful tools for screening tenants with pets and can be requested by landlords considering a tenant with a pet.



Pet Restrictions

While many pet-friendly rentals are wonderful, some impose pet restrictions on breed and/or size which sometimes are not very “friendly”. Our goal is to change how the general public as a whole views restrictive pet policies and convince property owners that it’s not only in their financial interest to change, but in the community’s best interest as well.

For example, it is estimated that 50% of all owned dogs weigh more than 25 lbs., and the majority are mixed breeds. Typical breed and size restrictions can immediately exclude half of the dog-owning population from consideration as potential tenants.

There is no scientific basis that any breed of dog is more “dangerous” or “aggressive” than another and policies that restrict dogs based on appearance do nothing to reduce bites or enhance safety.

There is no such thing as an “apartment-sized dog”. Some large dogs are quiet couch potatoes, while some small dogs are high energy and vocal. This makes size restrictions arbitrary and counter-productive. It makes more sense to make a decision based on each pet individually, based upon the pet’s energy level, exercise requirements, age and temperament. Larger pets don’t cause more damage, and in fact, pet owning renters do no more damage than those without pets.

A common myth is that allowing more than one pet will create problems. In some cases, a second pet may make life easier all around. Most companion animals are social beings and companionship is one of their highest priorities. A playmate helps to alleviate boredom and separation anxiety.

Welcoming All Pets Is Good For Business

- Increases rental profits
- Expands the pool of potential renters
- Increases retention rates
- Increases occupancy rates
- No increases in property damage
- Saves time and money in advertising
- Generates a positive public image



Owner's Rights: Pet Deposits and Evictions

Landlords may have additional charges for tenants who have pets:

- Additional rent by way of a one-time pet fee or a monthly pet fee, or both; and
- A deposit that is part of the security deposit and refundable at the end of a tenancy.

If the landlord specifies that the pet fee is “non-refundable”, the fee is not part of a security deposit. If there is any lack of clarity in the lease, money paid by a tenant to have a pet may be interpreted to be a refundable deposit. If the total of the pet deposit and security deposit exceeds one month's rent, the amount in excess is immediately refundable to the tenant and may be deducted from rent by the tenant.

At the end of the tenancy, damages caused by the pet may be offset against the pet fee, but the landlord is not required to return any part of the pet fee, even if the damages are less than the amount of the fee. Damages in excess of the pet fee may be claimed against the security deposit, and against the tenant, if the damages exceed the amount of the security deposit. Some pet insurance companies may have third-party property damage coverage.

A landlord may require an additional pet policy as an addendum to the rental agreement. This package contains a pet policy that can be used to promote responsible guardianship and prevent potential conflicts during the tenancy.

A landlord may give proper notice to end a tenancy for any of the reasons allowed by The Residential Tenancies Act, 2006. The notice period is one month for most types of evictions. Please see the specific sections in the Act for details. The landlord must state the reason for eviction on the Notice to Vacate. Except for Form 7, the Notice to Vacate includes a dispute notice for the tenant to dispute the reason for eviction. If the eviction is disputed by the tenant within 15 days, and the landlord wants to pursue eviction, the landlord must apply for an order for possession using the Application for Claim under The Residential Tenancies Act, 2006 and prove their grounds for eviction at a hearing before a hearing officer.

Frequently Asked Questions

Q *Is there any way to make sure a pet guardian is responsible?*

A Useful tools for screening tenants with pets include: conducting a rental interview, requesting pet reference forms and a pet resume, asking the tenant to bring his/her pet to the interview, looking for a well-groomed, well-mannered pet and having the tenant sign a pet policy. See the Interview Questions section for a list of questions to help you identify responsible pet guardians.

Q *How much demand is there for pet-friendly housing?*

A In today's market, you may receive far more applications for pet-friendly tenancy than you can accommodate. This means you will have the ability to select only those with whom you are most comfortable.

Q *How much money can I get for a pet-friendly unit?*

A You could expect to get 20-30% more money for a pet-friendly unit due to high demand.

Q *Do tenants in pet-friendly units stay longer than those that don't permit pets?*

A Pet owners have a high motivation to succeed as tenants. Tenants in pet-friendly units stay for an average of 46 months, compared to 18 months for tenants in units that don't allow pets.

Q *Can I restrict the size, kind and number of pets?*

A Yes, you can make any restrictions in a pet policy amendment to the lease agreement. Included in this package is a pet policy that promotes responsible guardianship using evidence and experience from property managers who allow pets. The Regina Humane Society believes a truly pet friendly rental does not discriminate between size or breed, but it is a great place to start.

Q *Can I restrict tenants with pets to certain floors/areas within the complex?*

A Yes, as part of the pet policy that you establish renters must acknowledge and

abide by any no-pet areas on the property.

Q *Can I have a tenant sign a pet policy?*

A Absolutely. Pet policies assist property managers and tenants to develop and implement rules regarding pets in rental housing. It accommodates the needs and concerns of most parties.

Q *Can I prohibit pets in my rental properties?*

A “No pets” policies are permissible with the following exception: landlords must allow reasonable accommodations for residents with a disability and allow an animal who assists a resident in his/her day-to-day living.

Q *Are there other benefits to becoming a pet-friendly property manager?*

A Your property will enjoy the added security of your tenants walking their dogs early in the morning and late at night; if anything is amiss, your tenants are the first to know. Regina is a pet-loving city and you will be actively contributing to a happier and healthier community.

Q *Can I charge an extra damage deposit for tenants with pets?*

A Yes, a landlord may require a pet deposit when the tenant has a pet at the start of tenancy or later when the tenant acquires a pet. Landlords may have additional charges for tenants who have pets:

- Additional rent by way of a one-time pet fee or a monthly pet fee, or both; and
- A deposit that is part of the security deposit and refundable at the end of a tenancy.

If the landlord specifies that the pet fee is “non-refundable”, the fee is not part of a security deposit. If there is any lack of clarity in the lease, money paid by a tenant to have a pet may be interpreted to be a refundable deposit. If the total of the pet deposit and security deposit exceeds one month’s rent, the amount in excess is immediately refundable to the tenant and may be deducted from rent by the tenant.

At the end of the tenancy, damages caused by the pet may be offset against the pet fee, but the landlord is not required to return any part of the pet fee, even if the damages are less than the amount of the fee. Damages in excess of the pet fee may be claimed against the security deposit, and against the tenant, if the damages exceed the

amount of the security deposit.

Q *What is the purpose of a pet damage deposit?*

A Pet deposits are used to repair any damage left by a pet at the end of a tenancy. At the end of the tenancy, damages caused by the pet may be offset against the pet fee, but the landlord is not required to return any part of the pet fee, even if the damages are less than the amount of the fee. Damages in excess of the pet fee may be claimed against the security deposit, and against the tenant, if the damages exceed the amount of the security deposit. Ensure that you do a thorough walk-through to assess whether there has been any damage caused by previous tenants' pets.

Q *What if the tenancy agreement is silent on pets?*

A If a tenancy agreement does not address pets, the landlord cannot require a pet deposit.

Q *Can a landlord regularly inspect a pet-friendly unit?*

A Unless the tenant gives permission to enter, landlords must provide a Notice of Entry form 24 hours in advance and not more than seven days before they enter a rental unit. A Notice of Entry form must state:

- a reasonable purpose for entry;
- a maximum four-hour period between the hours of 8:00 a.m. - 8:00 p.m.;
- a date of entry - cannot be a Sunday or any other day of religious worship for the tenant.

Q *Where can I list my pet-friendly accommodations in Regina?*

A The Regina Humane Society maintains an available pet friendly housing list at www.reginahumanesociety.ca.

Sample Rental Unit Pet Policy

This Agreement forms part of the current Tenancy Agreement between the landlord and the tenant. Failure by the tenant to comply with any of the following terms and conditions will be considered a breach of a material term of that Tenancy Agreement and may result in the Landlord requiring the tenant to permanently remove the pet(s) from the residential property and/or issuing a Notice to End a Residential Tenancy.

1. The tenant may have the following described pet(s) in the tenant's rental unit, subject to the terms and conditions within this Agreement and in accordance with the tenancy agreement. Should the tenant no longer own these pet(s), this Agreement automatically ends. In the event that the tenant acquires another pet, a new Agreement will be entered into.

Description of Pet(s) (*species, breed(s), name, color(s), age, permanent ID #*):

2. All dogs and cats must be spayed or neutered. A copy of a document certifying that these pet(s) are neutered or spayed must be provided to the Landlord. If there is an age or medical reason the pet(s) cannot be neutered or spayed, please provide explanation in writing by a veterinarian. Failure to do so within 14 days following the date below will nullify this Agreement and the tenant will not be permitted to keep these pet(s), pursuant to the Tenancy Agreement.
3. All pet(s) must be licensed or registered annually in accordance with any existing municipal bylaw.
4. All dogs and cats must have permanent identification in the form of a tattoo or microchip.
5. Pet(s) must be on a leash and under control or in a secure cage at all times when outside of the tenant's rental unit and in building common areas.
6. The tenant will pick up the pets' waste immediately from any area on the residential property, including any area considered part of the tenant's rental unit.
7. Pursuant to the Tenancy Agreement, the tenant is responsible for any and all damages caused by the pet(s). This includes, but is not limited to, damage to the walls, floors, carpets, linoleum, bathtub, drapes/blinds, patio or balcony.

8. The tenant will maintain a regular parasite control and vaccination program appropriate to the type of pet. Should flea infestation from these pet(s) occur in the rental unit or on the residential property, the landlord may require the tenant to have the carpets shampooed and the rental unit de-fleaed at any time. Failure by the tenant to act promptly on the landlord's request will be a breach of this Agreement. Should flea infestation attributable to the tenant's pet(s) occur subsequent to the tenancy, the landlord may seek compensation from the tenant for the subsequent flea removal treatment.
9. The tenant will act in accordance with the municipal noise bylaw. If the tenant's pet is disturbing the quiet enjoyment of others, the tenant will remediate the problem through work with a pet trainer, behaviorist, daycare or sitter/walker.
10. The tenant must ensure that all pet(s) are kept well-groomed, in particular that the nails of dogs and cats are kept trimmed to potentially limit noise and damage related to pacing and scratching.
11. The pet(s) must not be left in the rental unit if the tenant will be absent from the rental unit for an extended period of time. If the pet(s) are left in the care of an alternate caregiver in the unit, the name and telephone number for the caregiver must be provided to the landlord or property manager.
12. Prohibited or restricted exotic animals, as defined by the Saskatchewan Captive Wildlife Regulations are not permitted as pets.

Tenant Signature _____ Date _____

Property Manager Signature _____ Date _____

****Note** This Pet Policy is intended as a general guide to assist landlords and tenants develop and implement rules regarding pets in rental housing. Although this policy will accommodate the needs and concerns of most parties, we encourage you to expand or modify it to fit your individual circumstances.

Interview Questions

One of the benefits to offering pet-friendly housing in today's market is that you'll have far more applications for tenancy than you can accommodate and therefore the ability to select only those with whom you are most comfortable. To assist with this process, these are key questions to ask during the rental interview.

- What type of pet(s) do you have?
- How long have you had your pet?
- Is your pet altered (spayed/neutered)? If not, why?
- Does your pet have a regular veterinarian? How often does your pet visit the vet? Do you have liability insurance or a medical plan for your pet?
- Does your pet have any medical or behavioral problems? What have you done to address these issues?
- Did you have any problems with your pet at your previous address? What steps did you take to resolve them?
- Can I contact your previous landlord?
- Would you object to my inspecting your suite after you and your pet move in?
- Who will care for your pet when you go away on vacation?
- Does your pet have a license and wear an up-to-date ID tag?
- Does your pet have permanent identification such as a tattoo or microchip?

For Dog Guardians

- Has your dog ever bitten anyone?
- Is your dog housetrained?
- Has your dog had obedience training?
- How often is your dog exercised; how do you exercise him/her?
- What happens to your dog if you are required to work late or are delayed getting home? How does your dog react to being left alone for extended periods?
- What steps have you taken to address your pet's separation anxiety (if applicable)?

For Cat Guardians

- Does your cat use a litter box?
- Do you keep your cat inside?

Pet Registration Form (Complete Separate Form for Each Pet)

Tenant Information

Tenant(s) Name (First/Last): _____

Address: _____

Home Phone: _____ Mobile Phone: _____ Work Phone: _____

E- mail: _____

Pet Information

Type of pet: Dog Cat Other (specify): _____

Pet is *spayed/neutered: Yes No * documentation may be requested

Pet is up to date on *vaccinations: Yes No * documentation may be requested

Pet License # _____ Pet Tattoo #: _____ Pet Microchip #: _____

Pet's physical description (age, weight, breed, color, special markings, tail or ear type etc.):

Emergency Contact

Emergency Contact Name (First/Last): _____

Address: _____

Home Phone: _____ Mobile Phone: _____ Work Phone: _____

E- mail: _____

Veterinarian

Veterinary Clinic/Veterinarian: _____

Address: _____ Phone: _____

Declarations

Tenant(s) declare the above information to be correct and agree to abide by the established Pet Policy.

Tenant Signature _____ Date _____

Landlord Signature _____ Date _____

Landlord grants approval to keep pet(s) described above.



Regina Humane Society

Dear Property Owner,

Each year at the Regina Humane Society, approximately 20% of pets are surrendered due to a lack of available pet-friendly housing. These numbers do not account for the thousands of pets, often cats, that are abandoned into the streets or left in the apartment by their previous owners who were unable to find more affordable pet friendly housing.

One major advantage to landlords offering pet-friendly housing is increased rental income. A 2003 study of 103 property owners and 120 tenants on the subject of Pet-Friendly Housing (FIREPAW, published in Anthrozoos) generated data that demonstrates a few key findings. People with pets will pay more for housing: units that limit the type or size of pets tend to be cheaper than those without restrictions by \$100. Tenants with pets also stay longer — an average of 46 months, compared to 18 months for people without pets. This saves landlords from having to spend time and money finding new, reliable tenants. Data from the FIREPAW study also indicates there is no difference in damage between tenants with and without pets.

Another direct benefit is increased security, as pet guardians are the eyes and ears of the neighborhood during late-night and early-morning dog walks. A dog often stays behind to protect the home when his or her guardian isn't there.

Pets also have proven physiological, psychological, and social benefits to humans. A review of the benefits produced by Paws SF in 2007 shows that dog ownership slows heart rates, decreases risk for cardiovascular disease, and decreases blood pressure. Studies also found increased dopamine and endorphins and decreased cortisol (a stress hormone) following time spent with a dog. Children who are introduced to pets at an early age have fewer allergies, asthma, and wheezing and less frequent illnesses. Subjects recovering from grieving who had pets reported lower medication use and less depression. Female pet-owners who have suffered physical abuse reported pets as an important source of emotional support.

These benefits affect people of all ages and from all walks of life, demonstrated by the reality that over 50% of the population has pets. Discriminating against a possible tenant based on their positive relationship with their pet creates additional stress for all involved. Conversely, when housing and community environments are supportive of animal ownership, it has been found that the human-animal relationship is strengthened (O'Haire, 2009).

Will you consider helping end the pet-housing crisis by providing housing to a responsible pet guardian? With a pet policy in place, both the landlord and the tenant can reap the benefits of pet guardianship.

MORE than a Shelter

Box 3143 Highway #6 North & Armour Road Regina, SK S4P 3G7
Phone: (306) 543-6363 • www.reginahumanesociety.ca

We recommend a pet policy to:

- Permit the same amount of pets as regulated by the municipality.
- Encourage pet guardians to spay or neuter their pets, as evidence has shown that this can reduce conflict and aggression.
- Mandate annual licensing with the municipality.
- Mandate permanent identification for cats and dogs.
- Require on leash in all common areas.
- Mandate all waste in common areas be immediately removed and the area cleaned.
- Ensure all damage is repaired by the tenant.
- Mandate vaccination and parasite control program appropriate to the type of pet.
- Ensure all noise issues are remediated by pet guardians providing their pets with regular exercise and the use of dog walkers or daycares for dogs who experience anxiety being left alone during the day.
- Mandate regular grooming and nail trimming to limit the sound of scratching on the floors.
- Ensure the information of a caregiver is available to the property owner should the guardian be away for an extended period of time.
- Prohibit exotic animals in line with Saskatchewan Captive Wildlife Regulations.

A sample pet policy is available at www.reginahumanesociety.ca.

Animals in Regina and area shelters are relying on you to make the housing stock available so that they can have a long-lasting place to call home.

Please do not hesitate to contact us directly with any questions or concerns or to access our resources to make housing pets a positive experience for all involved. Thank you for doing your part to realize the positive benefits of pets and ensure their place in your community!

Kind regards,

A handwritten signature in black ink, appearing to read 'Lisa Koch', written in a cursive style.

Lisa Koch
Executive Director,
Regina Humane Society

Resources

Office of Residential Tenancies (the ORT)

An office of Saskatchewan's Ministry of Justice that works to prevent and resolve disputes between landlords and tenants.

www.saskatchewan.ca/ORT

Regina: 120 – 2151 Scarth Street, Regina, SK S4P 2H8

Toll-free: 1-888-215-2222 (within Saskatchewan)

Email: ORT@gov.sk.ca

Information for Landlords and Tenants

A guide to the essentials of landlord and tenant legislation in the province.

www.saskatchewan.ca/government/government-structure/boards-commissions-and-agencies/office-of-residential-tenancies#information-you-might-be-looking-for

Security Deposit

Answers basic questions about security deposits; the information is very similar to the Landlord and Tenant FAQs page.

www.saskatchewan.ca/residents/housing-and-renting/renting-and-leasing/security-deposits

<https://www.saskatchewan.ca/residents/housing-and-renting/renting-and-leasing/security-deposits/pet-fees-or-deposits>

Public Legal Education Association of Saskatchewan (PLEA)

A legal education organization that provides guides on a number of topics, including housing.

www.plea.org/

PLEA's online guide to rental housing in Saskatchewan; covers the topics of entering into residential rental agreements, rights and responsibilities, rent increases, ending a rental agreement, security deposits, resolving disputes and enforcing orders.

www.plea.org/legal_resources/?a=55&searchTxt=renting+a+home+&cat=1&pcat=1

Canada Mortgage and Housing Corporation (CMHC)

CMHC Saskatoon Office

Suite 200, 119, 4th Avenue S., Saskatoon, SK S7K 5X2

Phone: 306-975-4900

TTY: 1-800-309-3388

<https://www.cmhc-schl.gc.ca/en/index.cfm>

General inquiries call 1-800-668-2642 or email contactcentre@cmhc.ca

Helpful Links

- 1) http://www.humanesociety.org/animals/resources/tips/pets-housing-renter-tips.html?credit=web_id625421016
- 2) <https://www.animalsheltering.org/find-or-keep>
- 3) <http://www.firepaw.org/CompanionAnimalRentersPetFriendly.pdf>
- 4) <https://www.petfinder.com/dogs/living-with-your-dog/pet-friendly-housing-study/>