



Renters Rights - Pets in properties

What's Changing?

Under the Renters' Rights Act 2025, private tenants in England will gain a statutory right to request permission to keep a pet in their rented home. Landlords will no longer be able to simply enforce a blanket "no pets" rule or refuse without proper consideration. Instead, any refusal must be reasonable and justified on a case-by-case basis.

Key points:

- Tenants must ask in writing to keep a pet – typically including details like type, size and temperament.
- Landlords must respond in writing within a set timescale (usually 28 days).
- Blanket "no pets" clauses will no longer be enforceable in existing tenancies.
- Landlords can still refuse, but only on reasonable grounds.
- Tenants cannot automatically bring pets during the *letting process* before tenancy starts – the right to request applies once the tenancy is in place.

When a Landlord Can Refuse a Pet Request

A refusal is only lawful if it's reasonable in the circumstances. Examples of reasonable grounds include:

- 1. Property suitability**
 - The home is too small or unsuitable for the type/size/number of pets proposed (e.g., a large dog in a small flat).
- 2. Allergies or health concerns**
 - Another occupant has a proved allergy or health issue triggered by animals.
- 3. Legal or lease restrictions**
 - Leasehold terms or management rules expressly prohibit pets (applies especially in flats).
- 4. Illegal or potentially hazardous animals**
 - The pet is prohibited by law (e.g., exotic animals requiring licences).
- 5. Shared accommodation issues**
 - In houses of multiple occupancy (HMO), pets could conflict with other tenants' rights or safety.
- 6. Health & safety concerns**
 - Reasonable concern that the pet would pose a risk to others, not simply a dislike of animals.

When a Landlord Cannot Refuse

A landlord cannot lawfully refuse a pet request for the following reasons:

- They simply *do not like pets*.
- They've had *bad experiences with pets previously*.
- They think pets might *cause damage in future* (without specific evidence).
- They are worried about *finding future tenants*.
- The tenant needs an *assistance animal* (such as a guide dog) – service animals are protected separately under disability rights.

Essentially, a refusal must be based on objective, property-related reasoning – not personal preference or assumptions.

How the Process Works

1. Written Request

- Tenants submit a written request with details of the pet.

2. Landlord Response

- You must reply in writing within the required timeframe (usually 28 days).

3. Justifying Refusal

- If you refuse, you must clearly explain in writing the reasonable grounds for doing so.

4. Consider Case-by-Case

- Each request must be considered individually – blanket refusals aren't permitted.

Practical Tips for Landlords

- Assess property suitability against the specific animal's needs (e.g., space, exercise requirements).
- Request additional info if needed (e.g., vet records, behaviour references).
- Be clear and timely in your written responses – failing to reply could be seen as unreasonable.
- Consider conditions rather than outright refusal (e.g., reasonable expectations on noise, waste, training).
- You *cannot* require tenants to take out pet insurance purely because they have a pet – this was removed from the final legislation.

Bottom Line for Landlords

The law now expects landlords to engage fairly with pet requests. Not every property or animal is suitable, but you must have reasonable, documented grounds for saying no –

simply disliking pets or fearing hypothetical damage won't suffice. With good communication and sensible assessment, landlords can balance tenant rights with protecting their property.

As always, if you want to discuss this further, please speak to a member of the team.