

Pets and Guide/Service dogs

This provides an overview of information about pets and guide/service dogs and includes references to other information available on the Residential Tenancy Branch website. Please see www.gov.bc.ca/landlordtenant for more information.

Pet Clauses in a Tenancy Agreement

In the tenancy agreement, a landlord can indicate whether or not pets are allowed at the rental property. If they are allowed, landlords can also:

- Restrict the size, kind and number of pets or include reasonable pet-related rules in the tenancy agreement (these can be negotiated to suit both parties)
- [Require a pet damage deposit](#)

Tenants are responsible for cleaning up after their pets and repairing any damage they cause.

- [Learn more about damage caused by pets](#)

Landlords should remember that pet clauses in the tenancy agreement must comply with any strata property bylaws (e.g. a condominium), if applicable.

During a tenancy, the tenant must follow the rules set out in the tenancy agreement about pets. A landlord can restrict the size, kind and number of pets and can make other reasonable pet-related rules that the tenant must follow.

Tenants must first check their tenancy agreement before getting a pet. If pets are allowed, the landlord will need to schedule a unit inspection. If pets are not allowed, the landlord and the tenant must decide whether allowing pets can be negotiated.

Changing a Tenancy Agreement

Before getting a pet, tenants need to decide with their landlord whether the pet clause of their

tenancy agreement needs to be negotiated or changed. Any changes made must be recorded in the agreement – either in a separate written agreement attached to the original or a handwritten note with both parties' initials on the original tenancy agreement.

If a tenant can prove the landlord verbally agreed to the pet, the landlord may not be able to enforce restrictions on pets or claim that the tenant has breached the terms restricting pets. To start enforcing the pet restrictions, the landlord should give notice that the terms will be enforced and provide a reasonable period for the tenant to comply.

Getting a New Pet Without Written Permission

If the tenancy agreement says that pets aren't allowed and the tenant gets a pet, two things could happen:

1. The landlord may give the tenant a "breach letter" that explains how the agreement has been broken, how much time is allowed to remove the pet and what will happen if the pet is not removed (e.g. eviction)
2. The landlord and tenant may agree to change this term and record it in the agreement

Even if a tenant is allowed to get a pet, the tenancy agreement can include restrictions on the size, kind, and number of pets allowed.

Basically, the outcome in this type of situation depends on whether the pet restriction in the tenancy agreement is either a:

- Material term: A term considered so important that the smallest breach of it

gives the other party the right to end the agreement

- Ordinary term: A term that's not as important, but it must still be followed

If an ordinary term of a tenancy agreement says a tenant can't have pets, the landlord can apply for dispute resolution and ask for an order that the tenant comply with the tenancy agreement. If the tenant fails to comply with the order, the landlord can serve a notice to end the tenancy.

Pet Damage Deposits

A landlord may ask for a pet damage deposit during a residential tenancy if a tenant gets a pet for the first time with their permission – pet damage deposits are not required for manufactured home park tenancies.

The landlord and tenant should inspect the condition of the rental unit before the pet damage deposit is paid and the tenant gets a new pet. During the inspection, both parties should complete a [Condition Inspection Report](#) (PDF). The report may be submitted as evidence if there is ever a dispute about the rental unit's condition.

Problems with Pets

When a problem occurs with a pet in a tenancy, both the landlord and the tenant must follow the proper steps to resolve the issue.

Damage Caused by a Pet

Tenants are responsible for all damage caused by pets. If a pet damages a rental unit and the landlord requests repairs, the tenant must make the repairs, or the landlord may apply for dispute resolution.

After giving [proper notice](#), landlords can regularly inspect the rental unit. If pet damage is found, the landlord may ask the tenant in writing to repair the damage. A reasonable amount of

time should be given to the tenant to make the repairs.

A landlord can serve a [One Month Notice to End Tenancy](#) if a tenant's pet has:

- Caused extraordinary damage to the property
- Caused damage and the tenant refuses to repair the damage within a reasonable period of time after being asked by the landlord

The tenant may lose all or part of their pet damage deposit if the repairs are not completed before the tenancy ends. A landlord can request an order for the tenant to pay additional costs if the amount of the pet damage deposit isn't enough to cover the damage.

Pets that Disturb Others

Tenants must make sure they and their pets don't unreasonably disturb others. The landlord must take action if there's any complaints about a tenant's pet. For example, they may need to speak to a tenant about pet noise that's bothering other tenants.

After speaking to a tenant, the landlord should follow up with a "breach letter" that explains the problem, the reasonable amount of time allowed to resolve the problem, and what will happen if the problem persists.

If the problem continues, a landlord can serve a [One Month Notice to End Tenancy](#) if a tenant's pet:

- Is unreasonably disturbing other people, or
- Seriously interferes with the safety or other lawful right of the landlord or other tenants

A landlord may take action if a tenant gets a pet and their tenancy agreement does not allow it or if a tenant's pet causes problems.

No Pets Allowed

Some tenancy agreements include a no-pets clause – a term that says the tenant cannot have pets. Getting a pet without permission may be grounds for a landlord to issue a notice to end the tenancy.

Damage from Pets

Tenants must repair any damage caused by a pet before they move out. If not, the landlord may ask the tenant to agree to allow the landlord to keep all or part of their pet damage deposit, or the landlord may apply for dispute resolution to keep all or part of the deposit. A landlord can request an order for the tenant to pay additional costs if the amount of the pet damage deposit isn't enough to cover the damage.

The landlord and tenant must inspect the rental unit at the end of the tenancy to check for damage – including damage caused by pets.

- [See how the inspection process should be done](#)

Other Problems Caused by Pets

Tenants are responsible for their pet at all times – it's not acceptable for pets to disturb others,

cause damage or threaten safety. Some problems with pets are grounds for a landlord to issue a notice to end the tenancy.

Guide/Service Dogs

Guide and Service dogs are NOT pets and are legally allowed to live in rental properties. Landlords cannot require a pet damage deposit for guide and service dogs. Tenants and visitors are permitted to have their guide or service dog on the rental premises without restriction. Landlords cannot refuse to rent a property to someone because they have a disability and have a guide or service dog in the rental property to assist them. More information on Guide and Service dog certification, please visit the Province of B.C's [website](#).

Disputing a Notice to End Tenancy

A tenant can dispute the notice by applying to the Residential Tenancy Branch for dispute resolution **within ten days of receiving the notice**.

It's important to take the correct steps by completing a Tenant's Application for Dispute Resolution asking to cancel the notice to end tenancy – writing a letter or talking to the landlord isn't enough. The tenant should include a copy of the Notice to End Tenancy with the application for dispute resolution.

If a tenant disputes a notice, the notice is suspended until an arbitrator makes a decision.

Dispute Resolution Hearings

If an arbitrator in a dispute resolution hearing finds that a notice to end tenancy is justified, the arbitrator may issue an Order of Possession that requires the tenant to move out.

If a tenant disputes a notice to end tenancy, arbitrators will also consider:

- Whether the term restricting pets was a material term or an ordinary term
- What steps the landlord took to have the tenant correct the problem
- If the landlord is being fair in applying rules about pets consistently for all tenancies that have restrictions on pets
- If the landlord knew the tenant had a pet but didn't take action right away

Human Rights Code

The BC *Human Rights Code* helps to protect people from discrimination and harassment. B. C's tenancy laws must also comply with Human Rights legislation and housing providers have a duty to accommodate to the point of undue hardship those with a protected class under the *Human Rights Code*.

For more information on how The Human Rights Tribunal defines the duty to accommodate and undue hardship please visit their [website](#). More information on accommodation for persons with disabilities under the Human Rights Code can also be found on the Province of BC's [website](#) on human rights protection.

Specific tenancy information can be found on the Residential tenancy Branch website at www.gov.bc.ca/landlordtenant or contact us by email at HSRTO@gov.bc.ca or by phone:

- Greater Vancouver: 604-660-1020
- Victoria: 250-387-1602
- Elsewhere in BC: 1-800-665-8779