

What you need to know about ... renting with a pet

in Alberta



You should **not** rely on this booklet for legal advice. It provides general information on **Alberta law only.**



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If you are renting, there are a few things you need to know about the law and renting. This booklet outlines what you and your landlord can do in terms of pets and animals, what you can do if you have a dispute with a condominium board, and where to go if you need further help or information. Throughout this resource, we will be using “lease” to refer to the agreement that you have with your landlord, and includes both fixed term and periodic leases.

My lease says I cannot have a pet. Is that legal?

Yes. In Alberta, the landlord can decide if animals are allowed in the rental property. If your lease does not allow pets, then you cannot have a pet. If you do get a pet without getting the landlord's permission, you will be in breach of your lease and could be evicted.

Can my landlord allow certain kinds of animals, but not others?

Yes. Your landlord has the right to decide what kind of animals they will allow in their buildings. A landlord is not required to give reasons for not allowing certain pets. However, there may be special concerns about some kinds of pets. Sometimes reptiles that eat live insects or rodents will not be allowed because the landlord is concerned about pest infestations if the insects were not properly stored. You should also keep in mind that some kinds of animals are not allowed to be kept as pets under community bylaws. Before you get any type of uncommon pet, it is a good idea to talk to your landlord, as well as to municipal bylaw office.

It is also common for a landlord to restrict the size of the animal. Many landlords allow small dogs, but not large ones. A landlord can also refuse to allow certain breeds of dogs.

Can my landlord limit the number of pets that I can have?

Yes. Your landlord has the right to decide what kind and how many animals are allowed in the rental property.

I have a service dog and I'm being turned down by many landlords because they consider the dog to be a pet. What can I do?

The Service Dogs Act prohibits discrimination against someone with a qualified service dog, provided that the person can control the dog's behaviour. You can contact the Alberta Human Rights Commission for more information at www.albertahumanrights.ab.ca.



My lease says that I cannot have a dog or a cat, but I would like to get a rabbit. Do I have to get the landlord's permission?

You should always get your landlord's agreement in writing before you get a pet. Without a written agreement, you may not be protected against eviction.

I've seen a lot of pets in my building, but the landlord says it's a pet free building. Can I get a cat?

Other tenants may be breaking the rules, or they may have entered leases before the landlord decided to make the building pet-free. No matter what others are doing, if you have a lease that states you cannot have a pet, then you cannot have a pet. If you get a cat, then you have breached your lease and you could be evicted.

Can my landlord charge me a fee to have a pet?

Yes. Your landlord can charge you a fee for having a pet. You should read your lease carefully to find out if it is a refundable fee or a non-refundable fee. If it is a non-refundable fee, you will not get your money back. If it is a refundable fee, you might get your money back if you and your pet meet certain conditions (for example, if your pet does not damage the property).

How much can my landlord charge me for a pet fee?

There is no specific rule about how much you can be charged to have a pet. The fee must be a reasonable amount, which means that the landlord must have a reason behind charging the pet fee amount. If you are paying a refundable pet fee, then there are rules about the amount that a landlord can charge. The refundable fees plus the security deposit amount must be equal to or less than one month's rent.

Can my landlord charge me pet rent?

Maybe. This issue has not been determined by a judge in a written decision. Depending on how the lease is worded, there is the possibility that a tenant renting with a pet may pay more rent than a tenant renting without one.

Can the landlord let some tenants have pets, but not others?

If the building is a pet friendly building, then the landlord must allow all tenants to have pets. The landlord can still set rules on the numbers and types of pets. If the building was pet friendly, but no longer is, then the landlord can refuse to allow new pets in the building, but any animals that are living there under the old rules can stay.



The place I'm renting was sold and the new landlord told me I have to get rid of my pets. Can the landlord do that?

No. The new landlord is bound by the terms of the lease that is in place. If you were allowed to have pets under that lease, then you can continue to have the pets that you already have. If the landlord is transitioning the property to a no pet property, then the landlord could impose a rule that no new pets are allowed. This means that if you got a new dog, then your landlord could evict you.

My landlord says that I can have a pet if I sign a new fixed term lease. Do I have to sign a new lease?

Your landlord cannot force you to sign a new lease. That being said, if you currently have a lease that does not allow you to have pets, you cannot get a pet either.

Why won't my landlord allow me to have a pet?

There are many different reasons why a landlord may not want pets in the rental property. Sometimes pets can do a lot of damage to a property that the landlord then has to pay for and fix. Also, some landlords are concerned about allergies and tenants in the future. Keep in mind that if you rent a unit in a condominium building, it may be the condominium board who do not allow pets, and not your landlord.

Can my landlord make me get my cat declawed?

If you are already living in the property under a lease that says you can have a cat, then no, your landlord cannot now force you to remove your cat's claws. If, on the other hand, your lease says you need your landlord's permission to have pets, and your landlord says that he will only agree if it's a de-clawed cat, then you can only get a de-clawed cat.

My landlord warned me that my dog is barking too much. Can my landlord evict me for that?

Under the *Residential Tenancies Act*, you are responsible for making sure that you do not interfere with the rights of the other tenants. Every tenant has the right to enjoy living in their property, free from significant disturbance from other tenants and the landlord. If your dog's barking is bothering the other tenants in a significant way, then your landlord can evict you.

I want my dog to be able to go into the yard. Can I install a pet door into the regular door?

You should get your landlord's permission before you do any alterations on the property. If you do not get your landlord's permission first, your landlord could consider the change to be damage beyond normal wear and tear and charge you for the cost of a new door.

My landlord told me that if my dog doesn't take obedience lessons, I'll have to get rid of the dog or move. Can he do that?

If your dog is acting in a way that interferes with the rights of the landlord or other tenants, or in such a way that anyone is in danger, then your landlord can evict you.

Can my landlord require that I kennel my pet while I'm at work?

If you are required to kennel your pet under the lease, then you are bound by the terms of the lease. If you are concerned about kennelling your animal for a long period of time, you may want to talk to your landlord about the issue. Sometimes landlords are concerned about having to enter a unit while the animal is loose. You might be able to reach a compromise by agreeing that you will kennel your animal whenever the landlord needs to enter.

Can I give a friend extra keys so that she can check on my pet while I'm away?

There is no prohibition about making extra keys, but you should return all of the original keys, as well as the copies, to your landlord when you move out. The rental property will be more secure for the next tenant if all of the keys are returned. You should also make sure that the person you are allowing into the property is trustworthy. Your landlord can hold you responsible for actions of your guests.

If I move or get evicted, can I leave my pet behind?

Not unless your landlord has agreed to care for it. Otherwise, you may be deemed to have abandoned the animal and caused it to be in distress, an offence under the *Animal Protection Act*.

I bought a dog when I moved to my new place because the lease said I could have one. Now the condo board has told me that I have to get rid of my dog because he's too big. What should I do?

When you rent a condominium unit, you must obey the *Residential Tenancies Act*, the *Condominium Property Act* and the condominium bylaws. If the condominium bylaws put restrictions on the size of pets that are allowed, then you are bound by those bylaws even if you did not know about them. The agreement between you and your landlord is not binding on the condo board. The condo board has the power to fine you and even evict you, even if your landlord wants you to stay living in the property. Take a look at the coloured boxes for suggestions of what you can do.

What can I do if the condo board says I have to get rid of my pet?

Step 1:

Get a copy of the condominium bylaws from your landlord, the condo board, or the property management company. You need to see the bylaws so that you know exactly what they say about pets. You may have to pay for a copy of the bylaws.

Step 2:

Contact the condo board to set up a meeting to talk to them, or to find out the date of the next regular meeting. You should keep all of the communications that you have with the condo board in writing so that you can prove what was said in case there is a dispute.

Step 3:

Prepare for the meeting with the condo board. You should have a copy of your lease. You should gather up all of the paperwork that you have for your pet, including vaccination and veterinary records. You may also want to consider getting letters of recommendation for your pet from your vet and a previous landlord. You might also want to draft a pet resume that gives the basic information about your pet. You can print off a sample pet agreement on the Laws for Landlords and Tenants in Alberta website (www.landlordandtenant.org).

Step 4:

Be prepared to negotiate. Your ultimate goal is probably to keep your pet and keep living in the property, so you should think about reasons of why you and your pet staying is beneficial to the board. What are you going to do if the board says that you cannot have your pet in the building? Are you going to sell or give away your pet? See if you can find somewhere for your pet to stay temporarily? Move? Ask for more time from the condo board so that you can find somewhere to live? These are all things that you should think about before you go into the meeting.

Step 5:

Know where you can go to get legal help. If you do not think you have been treated fairly, or if you think the board is doing something against the law, then you may want to have a consultation with a lawyer.

5 Tips for Renting with a Pet

In addition to any conditions set by your landlord or condo board, you also need to be a responsible pet owner. This means making sure your pet doesn't bother other tenants or neighbours, and providing all the care that your pet needs.

Tip 1:

If you don't have the landlord's permission to have a pet, then don't have a pet.



If you are already renting somewhere, then talk to your landlord about getting a pet. If you have shown that you are a responsible renter while you've been living there, your landlord may be more likely to agree. If you have a pet and are looking for somewhere to rent, then make sure you are looking at places that accept pets, and that you are honest with the landlord. If you don't have your landlord's permission to have a pet, and you have one, then your landlord can apply to end your tenancy because you have breached the lease.

Tip 2:

Make sure you get the right pet for your lifestyle.

You don't have to entertain a fish, but you have to walk a dog. If you have a dog who is bored, then you could run into problems with your rental. You are responsible to pay or fix any physical damage done to the property, including any damage done by your pet. You also could be evicted if your pet is noisy and the noise is disturbing the other tenants.



Tip 3:

Be considerate.

There are a lot of landlords out there who used to allow pets in their buildings. Then they had a really bad experience with a tenant who had a pet, and no longer allow any pets in the building. Don't be the tenant who converts a pet friendly landlord into a "no-pets, no-exceptions" landlord. Pick up after your dog outside, and wipe your dog's feet at the door, so that dirt isn't tracked into the common stairs and hallways. Make sure you clean the litterbox regularly. Consider putting down a throw rug if you have hardwood in your place to muffle the sounds of your animal's toenails on the floor.



Tip 4:

Be prepared for deductions to be made from your security deposit.



If you have a cat, this is especially true. Cat hair gets everywhere, including vents, under the fridge and stove, and in the carpet. You will usually have to pay to have your carpet professionally cleaned when you move out.

Tip 5:

Enter into a pet agreement with your landlord.

The only way that you and your landlord can both be clear about what rules will be in place between you and your landlord is to write them down. If you pay your landlord some money so that you can have a pet, do you know if you'll get that money back when you move out? A pet agreement should specify what would happen to this money. You can print off a sample pet agreement on the Laws for Landlords and Tenants in Alberta website (www.landlordandtenant.org).



