



Pets vs Animals in California and what you need to know

by Patti "Widget", Regional Trainer

When renting a property to a tenant with pets you can pretty much set your own standards. You can ask for pet insurance, charge an additional deposit, require photos of the pet, require current tags, ask for additional pet rent, limit what type of pet's you allow, you can even exclude pets altogether, etc. With pets the only rules would be yours and the governing parties, as I'm sure a pet alligator won't fly with animal control or fish and wildlife.

When it comes to **animals** there are actual guidelines under the Fair Housing Act and The American Disability Act that apply differentiating between service **animals**, therapy **animals**, and emotional support **animals**, which can be both scary and tricky at the same.

With this in mind, you must use extreme caution when you ask the tenant for specific information in relation to the **animal**. Try to picture telling someone who has no arms that you won't rent to them because they can't sign the lease. Can you imagine the lawsuit? This is governed by the same agency as the **animal** you are questioning. Although this is rather new to the playing field, it is wide open like a free range.

Therefore, until someone moves an emotional support elephant into a studio apartment and it eliminates waste all over the place and someone sues the waste out of someone, neither Fair Housing nor the American Disability Act will define rules or make any restrictions. Recently an independent owner was sued for 78k for denying an Emotional Support Animal. Don't be that person....

Try thinking of it this way service animals are not pets therefore there are:

No restrictions

No deposit

No fees

No additional rents and no questions asked.

The things you can ask, inquire, or require a tenant about an **animals** are:

The type of **animal**- nothing further (check with Governing parties on restriction)

How many **animals**- nothing further

The type of service that the **service animal** provides- nothing further.

You can check local city codes, county codes, and state laws and regulations (they would be the governing parties). So if the city of the residence has a limit of two dogs and one cat per unit or SFR then that would be the rule. (Take note this is not your rule, it's the governing parties rule). If the county says you can only have one horse per residence then be super happy that they can't have two horses.

When it comes to restrictions, the restriction that restricts the most restricts.

You can require photos of the animals to simply document what animal goes to what property in the event of emergency. This can work in two ways and also offer you a photo of the animal in case it bites someone.

You can require that they not act in an aggressive manner.

You can require that the animal doesn't, lunge, strike, bite, kick, scratch, sting, trample, maul or possess any other type of aggressive behavior.

In the event that the animal is a nuisance or is aggressive please note that you can contact your legal counsel for direction but you can request that the animal that is creating the issue be replaced with an animal that does not cause a nuisance or is not aggressive.

When it comes to the animals waste, you can require the resident to clean up after the animal and be held responsible for any damage the animal does to a property.

Unfortunately a doctor's note for the animal no longer applies. Fair Housing states the note of the reason for the animal can come from a third party professional that is aware of the persons medical condition and need for the animal. With that said, a therapist, counselor, life coach, priest, attorney or a doctor can write the note.

Fair Housing also states the request for reasonable accommodation's is fulfilled when the written note for the animal is received by the landlord.

If the governing parties (city or county or state) have restrictions on leashes, breed restrictions, registered with animal control, licensing, spayed or neutered, etc. then the governing parties rules apply, and unfortunately you cannot enforce it. What you can do is simply notify the applicant/ resident of the governing party's restrictions.

With all of this said, each request for an **animal** is unique therefore if you are questioning how to handle the situation, please don't guess, call your legal counsel. Do not try to figure it out for yourself and end up in both expensive and extensive litigation.

***About the Author:** Patti "Widget" is the marketing director for Fast Evict.com Law Group. She has 22 years' experience as a regional property manager. Patti teaches several training classes, and has published articles for various apartment associations.*