

13 "Must Have" Pet Policies and Caution on Renting to Friends

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If you wish to accept residents with dogs, the pet owner still must clearly understand that they are to be held accountable for the actions of their pet. Steps must be taken by you, as the property owner, to minimize the potential damage pets can cause. There should be definite rules of conduct and care established by you and agreed to by the dog owner/tenant.

Keeping the pet temporarily for a sick grandma or vacationing friend is no excuse to waive your established rules.

You can request pet agreements from various sources, including MrLandlord.com, but for any form you use, I recommend that you include the following rules, policies or requirements:

1. What type of pets you will allow; and, ONLY with your written approval in advance of occupying the premises. "With your written approval" is extremely important because as soon as you list what animals you won't allow, someone will find a creature you never heard of in your life.
2. Breed, size or weight limitations or restrictions.
3. Require special liability insurance covering injuries or damage caused by the pet.
4. Amount of pet deposit. Keep in mind, laws in some states counts the pet deposit as part of the TOTAL security deposit, which may have limits.
5. Maximum number of pets allowed.
6. Vaccinations as required by state law.
7. Licensing as required by state law.
8. Photograph of the pet for your files.
9. Leash laws followed. Be sure to state a maximum length. The invention of those 25 foot (and longer) roll-up leashes makes a sham out of the definition of "leash." The point is that no pet should be permitted to roam the property unattended.
10. Pet owners are required to clean up after the pet IMMEDIATELY, whether inside the apartment or in common areas of the property.
11. Restricted areas, like areas of the yard, pool, laundry room, recreational areas.
12. Noise from the pet DAY OR NIGHT must not disturb other residents.
13. Temporary pets - NOT ALLOWED!! --- or you've undermined all the rules you've established above. Any excuse by the resident is no good. "Temporary" is the first defense a resident thinks of when caught. Keeping the pet temporarily for a sick grandma or vacationing friend is no excuse to waive your established rules. The resident must understand that the rules must be followed by everyone, all the time; not just at the resident's convenience. The alternative available for the resident who wants to help their friend, the pet owner, is to care for the pet in the home of the pet owner.

Be aware that the information in this article is advice on Policy and Procedure for pets. Service animals for disabled tenants are NOT considered to be "pets." If you are not familiar with the rights of the disabled, consult your attorney.

Caution Against Renting to Friends

Friends can cause even greater problems than pets. Years ago, my husband had some friends who were renting in our neighborhood. Their landlord kept raising the rent \$50 every six months. Finally, when it got to the point where they could no longer afford the monthly payment, it just so happened that I had a vacancy coming up on one of my rentals in a neighborhood nearby.

This seemed a perfect solution for them as their children were able to continue in the same school district. They stayed with me seven years, and then bought a home.

You should have seen the condition of the property when I got it back. Everything was not only "tired" but there were holes in the walls, fixtures missing from the ceiling, and what really got me mad was they disconnected the washer and dryer that they bought from me on a payment plan, leaving the hoses squirting water all over the family room.

The cost of fixing that alone was more than their original deposit. Oh! And the weeds! The residents felt they left the property in good condition. I did not think so and refused to give them their security deposit back. They got a little nasty as I went around taking pictures of the place just in case I needed them in court. The long and short of this story is that we ended up splitting the deposit 50/50 because they were my husband's friends! Never rent to friends!

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