



New Hampshire Humane Society

Helping to find responsible & caring forever homes.



P.A.W. Pets Are Welcome Landlord Guide

As a Landlord would you like to:

- Enhance profitability?
- Lower vacancy rates?
- Reduce turnover?
- Broaden your pool of prospective tenants?
- Promote a sense of tenant safety & security?
- Rent to happy & satisfied tenants?

Then Open Your Doors To Responsible Pet Owners!

What is “Pets are Welcome”?

It is a referral list designed to assist you with potential renters that are responsible pet owners. It is a free, convenient, and effective way to increase your pool of well qualified prospective renters. The list is provided to a growing number of tenants who are actively seeking rental housing with their pets, and all Lakes Region property owners and managers are invited to list their "pets O.K." rentals with NHHS.

Landlord Network

We can put property owners in touch with landlords who have had years of experience with successful open door policies. Learn how others benefit by renting to responsible pet owners.

PAW Consultations

NHHS experts are available, free of charge, for on site, consultations on pet policies, damage deposits, screening for responsible pet owners, and any other questions that you may have in setting up a Pets Are Welcome Policy.

PAW Support Team

Ongoing support services for landlords and tenants available from our PAW Team. Our experts in animal's behavior, veterinary medicine, animal placement, and responsible pet ownership education are here to answer questions and help solve pet peeves before they become pet problems

Myth vs. Reality

Myth: "If I let one tenant have a pet. I'll have to let everyone have one."

Reality: Many landlords fear that if they allow pets they will be overrun with irresponsible pet owners and the problems they create. But with a few simple procedures and precautions in place, landlords can successfully screen out these people without penalizing responsible pet owners who will make excellent tenants.

Myth: "One pet might be okay, but more than one is just too many."

Reality: In some cases, a second pet may actually make life easier all around. Most companion animals, including dogs and cats, are social beings and companionship is one of their highest priorities. For a pet that spends a lot of time alone, a playmate will help alleviate boredom. And the playmates need not be of the same species; many dogs and cats, for instance, can become the best of friends when raised together or properly introduced.

Myth: "Dogs need big back yards and someone to be home with them all day."

Reality: Dogs do need regular exercise and a chance to spend time with their human caretakers. But when these requirements are met, dogs can be happy in the city or the county. And fortunately it's easy to keep a dog happy and healthy in New Hampshire. Check with your local park and recreation for parks that allow dogs.

Myth: "Small dogs are o.k. but big dogs just aren't suited to apartment life."

Reality: It's not a dog's size which determines how well it will do in rental housing, it's a dog's energy level and exercise requirements that are important. Many large dogs tend to be more laid back and easy going than their tiny counterparts. More active breeds may require a greater commitment from their owners to ensure these animals get the exercise they need. Other factors, such as age and temperament, can also be important. Older dogs even large ones for instance, are generally less active than puppies.

Successful Pet Policies:

A Guideline for Property Owners

The following are some general guidelines for property owners to consider when setting up a pet policy. These are not hard and fast rules, and policies for individual properties should be designed to best meet your specific needs.

Start with screening: Careful screening of prospective tenants is the first step to a successful pet policy. By asking a few simple questions, property owners can screen out irresponsible pet owners and find the responsible ones who will make good tenants.

Put it in writing: A written agreement protects the interests of both property owner and tenant, and pet rules and procedures help avoid misunderstandings.

Charge reasonable pet deposits: What is reasonable may vary, depending on the nature of each rental. While many landlords don't charge any additional pet deposit, one recent survey showed that the most common pet deposit was \$150.

Establish limits: Limit permissible animals to common pets like dogs, cats, rodents, fish, and birds. A policy on how many pets each tenant may own can also help keep the building's pet population at manageable levels.

Set parameters: Should certain types of pets be confined to tenants' apartments? Should other pets be permitted in all or only parts of the common areas? Should dogs be leashed when in hallways and other communal areas? Establish pet regulations in advance, before any conflicts arise.

Ensure cleanliness: A responsible pet owner will agree to immediately pick up and dispose of dog feces, bag kitty litter before placing it in garbage containers, and take other necessary sanitation measures.

Require spaying and neutering: Spayed and neutered animals are generally healthier, better behaved, and more suited to apartment living than their unaltered counterparts.

Determine emergency arrangements: Property owners may want keep a file with the names and addresses of each pet's veterinarian and substitute caretakers designated by the tenant. Ensure that tenant's have an evacuation plan for when they are home and when they are not home in case of an emergency.

Put disciplinary procedures in writing and enforce them fairly: These procedures might include a provision for warning (s) before any punitive measures are taken. Whatever the policy, fair and consistent enforcement will reduce disputes and make for better relations between management and tenants.

Responsible Pet Owners A Checklist for Landlords

The following is a list of questions for property owners to use when interviewing prospective tenants with pets. These questions are intended as a starting point to help property owners get to know a tenant and his or her commitment to providing responsible pet care. In addition to discussing these questions, we recommend that property owners ask prospective tenants to bring their pets, especially dogs, to the interview: a well groomed, well behaved pet is one of the best signs of a responsible pet owner.

For all pet owners:

- What type of pet (s) do you have?
- How long have you had them?
- Do you have a letter or other documentation from your veterinarian stating that each pet is in good health and is up to date on all his/her vaccinations?
- Have there been any complaints about your pet at your current address? How did you resolve them?
- Did your pet (s) cause damage at your current address? If so, did you pay your landlord for all the damage done?
- May I contact your current landlord to discuss your pet further?
- May I visit you and your pet (s) at your current address to see how the animals getting along?
- Would you object to my checking in on the pet after you move in?
- Who will care for your pet (s) when you go away on vacation or business?
- Are you a member of the New Hampshire Humane Society or other humane organization?

For cat owners:

- Has your cat been spayed or neutered?
- Does your cat use the litter box you provide?
- Do you keep your cat inside?
- Does your cat have any medical or behavior problems? If so, what treatment/ training is he or she receiving?
- How does your cat get along with other animals and people?

For dog owners:

- Has your dog been spayed or neutered?
- Is your dog housetrained?
- Have you and your dog completed a dog obedience class?
- How and how often do you exercise your dog?
- Do you keep your dog on a leash when you go for walks?
- Do you make a point of cleaning up after your dog?
- How much time does your dog spend alone each day?
- Does your dog stay inside when it is alone?
- Is your dog inside during the night?
- How does your dog get along with other animals and people? Does your dog have any medical or behavior problems? If so, what treatment/ training is it receiving?

New Hampshire Law

Companion Animals RSA 161-F:30

Animals mean common domesticated household animals limited to: dogs, cats, caged birds, and aquarium fish.

Housing for the elderly means public housing facilities financed by either the state or federal government to provide living accommodations for persons 60 years of age or older but shall not include nursing homes or high rise apartment buildings.

161-F:31 Authority. Any housing for the elderly shall permit the tenants of each housing project upon petition of 10 % of all tenants to determine by a simple majority vote of those voting whether or not to allow the tenants in their building to have companion animals, provided that a 6 month period elapses between votes and that a subsequent vote shall not affect animals already on the premises which were permitted by a previous vote. If the vote permits tenants to maintain companion animals on the premises, the tenants shall adopt, with input from building management, rules relative to reasonable limitations and restrictions to be imposed from maintaining a companion animal that is not covered by RSA 161-F:33. Any complaints regarding a tenant's companion animal shall be handled in the same manner as any other tenant complaint and pursuant to the provisions of RSA 466:31.

161-F:32 Damage Deposit. If companion animals are permitted, tenants desiring to have them as pets shall post, with the management of the building, a damage deposit which shall be a sum of money not to exceed 1 1/2 times the amount of a month's rent paid by the tenant.

161-F:33 Owner's Responsibility. The tenant owner of a companion animal shall have the following responsibilities:

- I. (a) to provide the management with a signed agreement with some person, or other legal entity, other than another tenant, that such person or legal entity shall act as a temporary or permanent caretaker for the companion animal if the owner cannot care for it, whether temporarily or permanently.
(b) the signed agreement shall also permit management to implement the agreement referred to in subparagraph (a) if the animal is not cared for properly or is abused in any manner.
- II. To provide the management with a veterinarian certificate stating that the animal is in good health and, if the animal is a cat or dog, that it has been neutered or spayed, as applicable.
- III. To be totally responsible for the care and cleanliness of the companion animal whether within the owner's building, on the building grounds, or on adjacent property.
- IV. To be limited to no more than one companion animal per apartment, with the exception of birds and aquarium fish.
- V. To abide by any local ordinances that may affect the custody of certain companion animals.

Sample Dog Policy

This sample pet policy and the accompanying lease amendment are intended to provide landlords with a starting point to develop pet rules and procedures for their own rental buildings. While we believe the sample policy we have designed will fit the needs of most rental buildings, you should consider this policy in light of your particular situation and consult with your attorney before adopting a final set of rules.

Statement of Values

The management of _____ wants to encourage tenants to value and enjoy their apartments as they would their own homes. We believe that tenants should be given every opportunity to pursue their interests, consistent with the rights of their fellow tenants and the property owners (s). By fostering an attitude of mutual respect and cooperation, our common interest in a safe, pleasant, and well maintained building is best achieved.

In keeping with this philosophy and after carefully considering all the interests involved, we have decided to adopt a limited pet policy that will allow tenants committed to responsible pet ownership to have a pet. In reaching this decision, we have taken into account the important contributions that pets can make to the lives of people who value and appreciate animals. The pet policy is designed to protect both pet owners and non pet owners, and to ensure that the animals themselves receive responsible care. The policy applies to all pets kept in the building and will be strictly enforced. All tenants will receive a copy of the policy.

Pet Policy

1. Permission to keep a pet is granted at management's sole discretion and is subject to tenant's strict adherence to all aspects of this pet policy. Any tenant who wishes to keep a pet will first obtain management's approval and sign a pet agreement.
2. Only common household pets will be allowed. These include dogs, cats, fish, birds, rabbits, rodents such as guinea pigs and hamsters, kept as companion animals. No tenants will be allowed to keep more than ___ cats and/or dogs. Requests to keep more than one pet of any other species will be approved at management's discretion.
3. In making a decision on whether to approve a tenant's request to keep a dog, management will take into account the dog's temperament and the arrangements the tenant has made for training and exercising the dog.
4. Pets are to be kept inside the tenant's apartment. Dogs going in and out of the building must be on leash and under the tenant's control. If an off leash area is provided the tenant will remain with the dog at all times.
5. Tenants are responsible for keeping all areas where pets are housed clean, safe, and free of parasites, including fleas. Dog owners must immediately pick up and dispose of, in a sanitary manner all dog waste deposited on the street or grounds. Cat owners must place soiled cat litter in tied, plastic bags and dispose of the bags in garbage pails designated by management.
6. All adult dogs and cats must be spayed or neutered, unless a veterinarian certifies that health problems prevent the dog or cat from such surgery. All pets must receive proper veterinary care, including all appropriate inoculations; must be well groomed; and must be given a healthy diet and exercised according to their needs. All pets must also be maintained in accordance with applicable state and local laws. Dogs and cats must wear identification tags at all times.

7. No pet is to be left alone in a tenant's apartment for a period longer than that which is appropriate in light of the needs of the individual pet. While this period may vary depending on the pet in question, landlord and tenant understand that, in general, dogs should not be left home alone for more than 9 hours, and other pets for more than 24 hours, on a regular basis. When management has reasonable cause to believe a pet is alone in an apartment and either that pet is creating a disturbance or any other emergency situation appears to exist with respect to that pet, management will attempt to contact the tenant to remedy the situation. If management is unable to contact the tenant within a reasonable period, management may enter tenant's apartment and make any necessary arrangements for the pet's care, including removing the pet and placing it in a temporary home, such as a boarding kennel. Any costs incurred will be deducted from tenant's pet deposit. (See 9. Below.)

8. Tenants are responsible for ensuring that their pets don't disturb or annoy other tenants or neighbors. Tenants whose pet (s) are determined by management to disturb other must remedy the situation immediately. A tenant who fails to remedy the situation after ___warning (s) will receive a 30 day notice to remove the pet from the premises. If the tenant fails to remove the pet, the tenant will be considered in breach of tenant's lease or other rental agreement and may be required to vacate the premises.

9. Tenants are responsible for and must immediate pay for all damages or injuries caused by their pets. In addition, each tenant who wished to keep a pet must pay a \$_____ pet deposit upon signing the pet agreement. If the cost of repairing any damages caused by the pet exceeds the pet deposit, management may use funds from the tenant's regular security deposit to cover the excess. If management uses all or any portion of the pet deposit or security deposit to cover any pet related damages or expenses incurred by management during the tenant's tenancy, the tenant must immediately restore the deposits to their full original amounts.

10. The pet deposit is fully refundable if management determines that there are no damages or other expenses caused by the pet (s) upon tenants' vacating the apartment or permanently relocating the pet (s).

I have read and understand the above pet policy.

Tenants

Date

Sample Cat Policy

This sample cat policy and the accompanying lease amendment are intended to provide landlords with a starting point to develop pet rules and procedures for their own rental buildings. While we believe this sample policy will fit the needs of most rental buildings you should consider the policy in light of your particular situation and consult with your attorney before adopting a final set of rules.

Statement of Values

The management of _____ wants to encourage tenants to value and enjoy their apartments as they would their own homes. We believe tenants should be given every opportunity to pursue their interests, consistent with the rights of their fellow tenants and the property owner (s). By fostering an attitude of mutual respect and cooperation, our common interest in a safe, pleasant, and well maintained building is best achieved.

In keeping with this philosophy and after carefully considering all the interests involved, we have decided to adopt a limited policy that will allow tenants committed to responsible pet ownership to keep a cat. In reaching this decision, we have taken into account the important contributions that pets can make to the lives of people who value and appreciate animals. This pet policy is designed to protect both cat owners and non cat owners, and to ensure that the animals themselves receive responsible care. The policy applies to all cats kept in the building and will be strictly enforced. All tenants will receive a copy of the policy.

Pet Policy

1. Permission to keep a cat is granted at management's sole discretion and is subject to tenant's strict adherence to all aspects of this pet policy. Any tenant who wishes to keep a cat will first obtain management's approval and sign a pet agreement.
2. Only cats kept for companion purposes are permitted. No dogs are allowed, and no tenant will be permitted to keep more than _____ cat (s).
3. Cats are to be kept inside the tenant's apartments and are not permitted in the hallways, common areas, or on the grounds of the building except when traveling to and from the veterinarian, groomer, etc. In these cases, the cat must be confined in a safe, secure carrying case.
4. Cat owners are responsible for keeping all areas where their cats are housed clean, safe, and free of parasites, including fleas. Cat owners must place soiled cat litter in tied, plastic bags and dispose of the bags in garbage pails designated by management.
5. All cats must be spayed or neutered, unless a veterinarian certifies that health problems prevent the cat from being spayed or neutered. All cats must receive proper veterinary care, including all appropriate inoculations; must be well groomed; and must be given a healthy diet. All cats must also be maintained in accordance with applicable state and local laws.
6. No cat is to be left alone in a tenant's apartment for a period longer than that which is appropriate in light of the needs of the individual cat. While this period may vary depending on the cat in questions, landlord and tenant understand that, in general, cats should not be left alone for more than 24 hours on a regular basis. When management has reasonable cause to believe that a cat is alone in an apartment and either the cat is creating a disturbance or any other emergency situation appears to exist with respect to the cat, management will attempt to contact the tenant to remedy the situation. If management is unable to contact the tenant within a reasonable period of time, management may enter a tenant's

apartment and make appropriate arrangements for the cat's care, including removing the cat and placing it in a temporary home, such as a boarding kennel. Any costs incurred will be deducted from the tenant's pet deposit. (See 9 below.)

7. Tenants are responsible for ensuring that their cats do not disturb or annoy other tenants or neighbors. Tenants whose cat (s) are determined by management to be disturbing others must remedy the situation after _____warning (s) will receive a 30 day notice to remove the cat (s) from the premises. If the tenant fails to remove the cat (s), the tenant will be considered in breach of tenant's lease or other rental agreement and may required to vacate the premises.

8. Tenants are responsible for and must immediately pay for all damages or injuries caused by their cat (s). In addition, each tenant who wishes to keep a pet must pay a \$_____pet deposit upon signing the pet agreement. If the cost of repairing damage caused by the cat (s) exceeds the pet deposit, management may use funds from the tenant's regular security deposit to cover the excess. If management uses all or any portion of the pet deposit or security deposit to cover any cat related damage or expenses incurred by management during the tenant's tenancy, the tenant must immediately restore the deposits to their full, original amounts.

9. The pet deposit is fully refundable if management determines that there is no damage or other expense caused by tenant's cat (s) upon tenant's vacating the apartment or permanently relocating the cat (s).

I have read and understanding the above pet policy.

(Tenant)

(Landlord)

Sample Pet Agreement

This pet agreement is an amendment to the lease dated _____

Between _____ and _____
 (Tenant) (Landlord)

1. Tenant has read and signed the pet policy attached to this agreement.
2. Tenant agrees to abide by the pet policy and landlord agrees to permit tenant to keep the pet (s) described in this agreement in accordance with the pet policy.

Type of Pet	Name	Age	Description

3. Tenant shall be liable for any damage or injury whatsoever caused by the pet (s) and shall pay landlord or landlord’s agents or employees immediate, upon demand, for any and all costs incurred by landlord as a result of damages or injury caused by the pet (s).
4. Tenant agrees to indemnify, hold harmless, and defend landlord and all of landlord’s agents and employees against all liability, judgments, expense (including costs and attorney’s fees), or claims by third parties for any injury to any person or damage or any kind whatsoever caused by tenant’s pet (s).
5. Tenant shall provide the following information and promptly notify landlord in writing of any changes:

Emergency caretaker for pet (s):

Name: _____

Address: _____

Telephone: Home _____

Work _____

Veterinarian: _____

Name: _____

Address: _____

Telephone: Emergency #: _____

Pet Reference

General Information

1. Name of Tenant/Applicant: _____
2. Current Address: _____
3. Telephone: _____

Pet Information

1. List pet (s) you currently have:

Name	Type	Age	Veterinarian

2. Are pets permitted where you now live? Y / N
3. Can we call you current landlord for a pet reference? Y / N

If No, list reason: _____

Landlord Telephone: _____

How long did your pet (s) live there? _____

4. Can we call any former landlords for pet references? Y / N

Landlord Telephone: _____

How long did your pet (s) live there? _____

5. Responsible pet ownership references:

Please list below references who know you and your pet and who would be willing to discuss your pet with us. You may choose to list people such as your neighbors, your veterinarian, or your dog trainer, as appropriate.

Name	Position