

**The Windsor/Essex County
Humane Society
is not responsible for the
accuracy of the
information contained
in this brochure.**

**Please contact a
lawyer before taking any
legal actions.**



**1375 Provincial Road
Windsor, Ontario N8W 5V8**

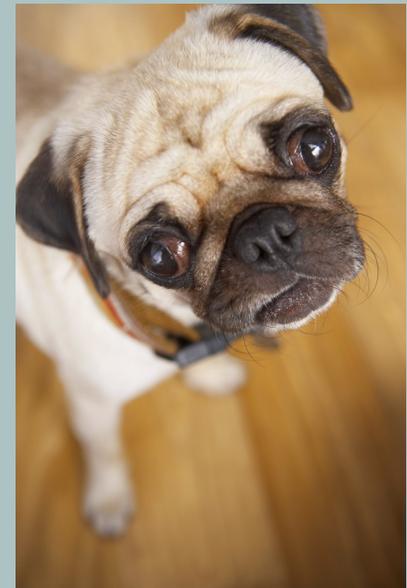
Phone: 519-966-5751

Fax: 519-966-1848

info@windsorhumane.org

www.windsorhumane.org

**“No Pets” Clauses
Do They
Apply to You?**



Is a “no pets” clause in your contract enforceable?



Rental Units

- “No pets” clauses are invalid under the law in Ontario.
- Even if you signed a lease with a “no pets” clause, as long as the pet is not a problem it cannot be enforced.
- However, if you are renting a room in a house where the landlord is still residing, a “no pets” clause can be enforced.
- A landlord does have the right to refuse to rent to someone who has pets. However, once you have started your rental and moved in, they cannot evict you just for having a pet.
- A landlord cannot force you to pay a security deposit if you have a pet. The only deposit you can be asked to provide is the last month’s rent which cannot be applied towards any damage done to the unit.



- A landlord cannot force you to pay increased rent if you have a pet.
- You could only be forced to get rid of your pet or have to move if the pet is dangerous, or causes allergic reactions or problems for other tenants or the landlord such as excessive noise or damage to the unit.
- You do not have to get rid of the pet or move unless the Landlord and Tenants Board of Ontario issues a written order to do so.

Condominiums

- “No pets” rules in condominiums are generally enforceable if they are reasonably worded and enforced.
- Pet restrictions in condominiums, such as a maximum pet size are presumed to be valid and enforceable.
- Any provisions concerning pets must be clearly indicated in the lease or purchase agreement of a condominium unit.
- Where there is a Human Rights violation, pet restrictions in a condominium will not be presumed valid and may be found to be unenforceable.



What Should You Do?

- Do NOT lie and say you do not have a pet when you do. Landlords may have clauses in the lease that the lease is null and void if you have not been truthful on the application form.
- Tell the landlord that you understand their concerns. Try to work with them to reach an agreement.
- Offer to pay a security deposit. This shows your landlord that you are willing to take responsibility for your pet’s actions.
- If the unit is carpeted, offer to pay to have the carpets professionally cleaned when your tenancy is over.
- Assure the landlord that your pet will remain inside the apartment or that it will be properly restrained when out in common areas.
- Overall, it is important to be upfront and honest with the landlord. Dishonesty will only lead to uncomfortable and undesirable situations.