

AdvoCATSeastmids

# Heads for Tails!

*How amending the Tenant Fees Act could be the answer to more  
pets in rented accommodation*

September 2021

BY: JEN BEREZAI

Your  
**Cat**

Report & recommendations endorsed by:

your  
**dog**



PetsLets



PetsScore

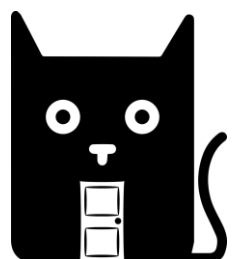


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## Foreword to the 2<sup>nd</sup> edition of Heads for Tails!

*By: Andrew Rosindell, M.P. for Romford*

Back in 2020 I became conscious of the enormous problems that renters were facing with regards to pet ownership. According to the UK Government, only 7% of landlords advertise their properties as suitable for pets and 55% have blanket “no pets”. For people without pets in rented accommodation, pet ownership is often little more than a dream.

This is a deeply undesirable situation for all involved: for landlords, who miss out on excellent tenants; for tenants who face sometimes insurmountable obstacles to bringing their beloved pet into rented properties or else never acquire one at all; and for the pets who get abandoned, or are never adopted, and miss out on the loving home they deserve.

I introduced a Private Members’ Bill to Parliament, Jasmine’s Law, which would have made pet-ownership a right, under certain conditions. It was unfortunately unsuccessful despite my best efforts and the best efforts of animal welfare organisations such as AdvoCATS.

But as has now been made clear in Jen Berezai’s hugely important reissued report, /the first of which I also wrote the foreword to, part of the reason for this situation is not just a lack of legislation, it’s the presence of legislation.

Because since the Tenant Fees Act of 2019 was passed, one in five landlords which previously offered rented accommodation no longer does.

The Tenant Fees Act of 2019 had positive aims, but it has clearly been harmful to the cause of greater pet ownership for renters. This is because the law prohibited landlords or letting agents from requiring pet insurance and failed to include pet deposits in the list of permitted payments.

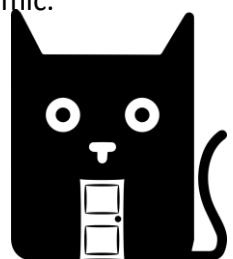
This has seriously reduced options for landlords, who have a much-reduced safety net for instances of pet damage. As a result, it has also reduced options for tenants.

The UK Government has acknowledged that this is a problem. The new Model Tenancy Agreement establishes automatic permission to bring a pet into rented accommodation. This is non-binding however, and data isn’t available on usage.

A more significant proposal, as made in this report, would be to amend the Tenant Fees Act 2019 to allow for landlords to require pet insurance and/or by adding a pet deposit to permitted payments.

I wholeheartedly endorse this meticulously researched report and I urge the government to seriously consider the recommendations made as we build back better from this pandemic.

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## Guest Foreword to the 2<sup>nd</sup> edition of Heads for Tails!

*By: Alison Glennon, Communications Manager, National Office for Animal Health (NOAH)*

In the UK, owning a pet in rented accommodation can be challenging, and often not possible at all, with only around 7% of properties on the UK rental market currently advertised as pet friendly. At NOAH, we believe that responsible pet owners should not be excluded from the ability to share their life with a companion animal because of their living situation, and pets should not be excluded from having loving homes due to restrictive tenancy agreements.

Mental health is an urgent issue in the UK, and much research has shown how pets can support healthier mindsets and overall wellbeing by forming emotional bonds, preventing loneliness, providing sensory relief and improving feelings of safety. Having a companion animal can also encourage a more active lifestyle, by providing a sense of purpose and responsibility that gets us outside and moving around. Yet effectively, with the number of people entering into rented accommodation on the rise, around 1/3 of people in the UK may be excluded from pet ownership and the health benefits pets can bring, because pet-friendly properties are not available on the rental market.

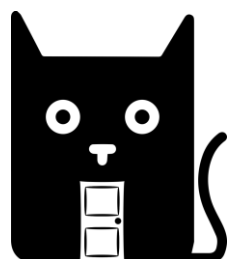
But this issue does not just impact people. Representing the UK animal health industry, good animal health and welfare is at the forefront of everything NOAH does, and therefore the challenges surrounding pet ownership in rental properties concerns us for another reason: fundamentally, fewer animals can access lifelong loving homes, and this is negatively impacting animal health and welfare.

Earlier this year we launched our campaign: 'Securing the Right to Rent with Pets: Making One Health Housing a Reality' with the ambition to widen access to pets for those living in rented accommodation in the UK.

We are delighted to support Jen Berezai at AdvoCATS and the important 'Heads for Tails!' report. The single biggest opportunity to secure the right to rent with pets lies within the emerging proposals for the Renters' Reform Bill and, as she suggests, an amendment to the Tenant Fees Act (2019), which would allow landlords to require pet insurance in order to permit pets in their properties. An alternative permitted payment could be a "pet deposit" with its own cap, to offer landlords a choice of measures that would encourage them to allow pets

Not only would this provide the necessary protection and peace of mind needed for landlords to allow pets in their properties and protect their assets, but it would also provide further protections for pet owners, who at present, can face surplus rent fees to be allowed to keep a pet.

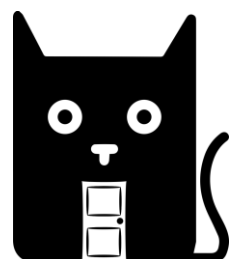
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These moves would allow insurance companies to create comprehensive insurance policies that protect both tenants and landlords, whilst improving the welfare of companion animals by providing a wider pool of potential forever homes.

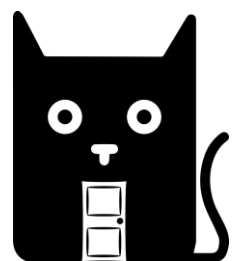
We believe that improving the ability to share our lives with companion animals benefits both people and animals – not only are the health and wellbeing benefits of pet ownership significant for us as pet owners, but widening access to pet ownership also means fewer animals are left without homes, and are able to live happy, healthy lives with their human companions.

We look forward to continuing to work with Jen on this topic, impacting the lives of so many people – and animals.



## Executive Summary

- The Tenant Fees Act (2019) has added to the problems faced by pet-owners or prospective pet-owners in securing rented accommodation in England, due to the abolition of the provision for landlords to request extra security deposits for pets.
- One in five landlords who previously allowed pets have stopped doing so since the Act was passed.
- This comes in a period in which increasing numbers are renting and, due to the pandemic, problems of loneliness and self-isolation have been exacerbated.
- Pet-ownership has been shown to provide significant benefits to pet, tenant and landlord, with pet-owners tending to stay longer in tenancies than non-pet owners.
- Jasmine's Law was an ambitious attempt with cross-party support to establish the right to bring pets into rented accommodation, but as a Ten Minute Rule Bill, it fell victim to Covid-19 restrictions and parliamentary protocol.
- The New Model Tenancy Agreement, introduced by the UK Government in January of this year, is, at best, anecdotally unpopular and its take up seems woefully low.
- Campaigners are now suggesting a small amendment to the Tenant Fees Act, to allow for either party getting pet damage insurance OR for a landlord to request a separate, capped pet deposit – both options to be included as permitted payments.
- The onus of pet damage insurance falling on tenants, rather than landlords, would allow tenants to build up a no claims history, and would avoid higher premiums for landlords in the event of a claim.
- A number of insurance companies have expressed interest in providing pet damage insurance products, but would need the law to change for these insurance policies to be viable.
- A pet deposit, capped to a fixed sum so as not to geographically inflate repair costs in more expensive rental areas, would offer the landlord a further choice of measures to encourage them to allow pets.
- Amending the Tenant Fees Act (2019), to add pet damage insurance and the option of a pet deposit to the list of permitted payments would likely only require secondary legislation subject to an up/down vote in the House of Commons.
- Industry and public opinion is clearly in favour of making pet damage insurance an option for prospective tenants. 53% of pet owners, including 57% of dog owners and 55% of cat owners, say they would be willing to take out pet insurance if required by a landlord, and 76% of landlords believe insurance products should be available for both parties.



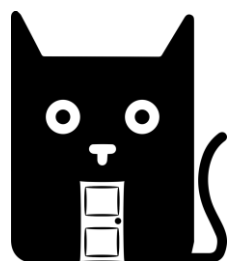
## Introduction

The problem of landlords allowing pets in rental properties is an old one, but the issue has gathered pace as the tenant population has grown, and, more recently, since the introduction of the Tenant Fees Act in 2019, which saw the provision for landlords to request extra security deposits for pets abolished, and the right to request a contract of pet insurance prohibited. According to the UK Government, only around 7% of landlords currently advertise their properties as being suitable for pets, and many of them now charge a monthly “pet rent” top up. Indeed many rental contracts now specify No Pets, although this is often at the landlord’s not the agency’s behest.

A 2018 [report](#) by the Resolution Foundation estimated that one third of people born between 1980-1996 – so called “Generation Rent” – were likely to find themselves renting well into their retirement years. This represents over 4.5 million people, and this figure is likely to rise sharply as the short to medium-term economic effects of the Covid-19 pandemic impact the population.

Following the first successful reading of MP Andrew Rosindell’s [10 Minute Rule Bill](#), dubbed Jasmine’s Law, in October 2020, the research for which AdvoCATS contributed towards, the author of this report posted an article about the proposed legislation on the Property Tribes landlord forum. The response was overwhelming, and the central message coming back from landlords was one of concern over recouping any cost of damages caused to their property by pets, costs that in some instances had run into the thousands. This prompted research into the insurance options for landlords & tenants in respect of pet damage, with the backing of Andrew and his team.

The initial report was the result of that research, and this report is now being reissued with brand new data courtesy of the Tenancy Deposit Scheme, which reveals the detrimental impact the Tenant Fees Act has had on pet ownership in rented accommodation.



## Benefits of pet ownership

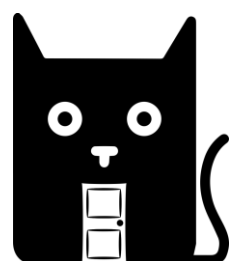
Landlords are understandably nervous about proposals to ban blanket “no pets” clauses, without addressing some underlying financial anxieties. Although the vast majority of pets are well-behaved, and pose no risk to rented accommodation, as evidenced by Cats Protection’s [Purrfect Landlords report](#) which found that 83% of private landlords who allowed cats had never experienced any damage, there will always be horror stories of significant, costly damage done to accommodation which is difficult for the landlord to claim back without going through lengthy court proceedings.

However, the overall impact of pet ownership in rented accommodation is almost certain to be a net benefit to landlords and tenants, as well as the local community.

[Research](#) by Battersea Dogs & Cats Home found that “pet owners are 60% more likely than non-pet owners to get to know people in their neighbourhood they hadn’t known before”, with the same research also finding that pet owners “stay longer in their tenancies, develop stronger community ties than non-pet owners, and are more willing to support and help others locally.” Additional research quoted by Battersea also found that pet ownership had a positive impact on physical and mental health, with pet owners making [15% fewer visits](#) to a doctor, a saving of [£2.45 billion](#) to the NHS annually. In the midst of a pandemic, this figure takes on particular relevance.

The Society for Companion Animal Studies (SCAS) is a health education charity founded over 40 years ago to study the effects of animal companionship. Its Chairman, Dr Elizabeth Ormerod, cites the following additional examples of the benefits of pet ownership:

- Improved immune functioning in children reared with pets, leading to better school attendance
- Cardiovascular protective effects. Dog and cat owners have a 30% lower risk of suffering a stroke or heart attack, and are more likely to survive severe cardiovascular attacks.
- Older pet owners have higher scores for the Activities of Daily Living (ADLs) which are better maintained over time compared to non-owners. They also remain more independent and have less need for nursing home care.
- The presence of animals is found to calm people with dementia, and in general, the health benefits of pets for older people are recognised by major organisations including the International Federation on Aging, NIH, NICE, Age UK and the Mental Health Foundation.





Of equal relevance, given the long periods of lockdown the country has endured over the past 18 months, is the role pets play in ameliorating loneliness. According to the [Office for National Statistics](#) (ONS), the number of people living on their own “went up by 16% to 7.7 million between 1997 and 2017,” whereas the UK population increased by only 13% during that period. The percentage of people living alone is also found by the ONS to be largely concentrated in older age groups, with a 53% increase in 45-64 year olds living alone compared to a drop of 16% in those aged 25-44 from 1997-2017.

In addition, the ONS data reveals that “those aged 25 to 64 who are living alone are less likely to own their home than couples without children.”

With more people living alone, particularly among older age groups when loneliness can be especially damaging when also associated with cognitive decline, and with those living alone more likely to be renters, the impact of “no pets” clauses in rented accommodation is particularly acute.

During the pandemic, single-person households have been particularly hard hit. Subject to the same restrictions on household mixing as multi-person households, they also had to spend much of the first lockdown without access to support bubbles, which were only brought in as a measure on the 13<sup>th</sup> of June 2020, nearly three months after the first lockdown came into effect on the 23<sup>rd</sup> of March 2020.

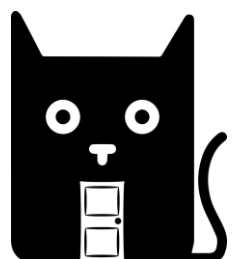
Single-person households will play a particular role in the troubling increase in loneliness reported by charities such as Red Cross, which published [research](#) in June 2020 in which 41% of UK adults reported feeling lonelier since lockdown.

The benefits of pet-ownership to those who suffer from loneliness, as most of us do from time to time, are potentially significant. As Blue Cross [notes](#) “Loneliness can affect people of any age, and pets work miracles in transforming the lives of those who feel alone and isolated. Owning a pet gives people a routine and a sense of purpose; a reason to get up in the morning. Older pet owners are also more likely to take exercise or play with their pets.”

As the PDSA’s Joanna Wright told [The Independent](#) at the beginning of the first lockdown, “pets can be very calming when we’re going through anxious times, and they can provide focus and purpose, which can be particularly important for vulnerable and lonely people.”

Addressing the loneliness issue also makes financial sense - an [APGOCATS report](#) into cats’ effectiveness in tackling loneliness states that “studies have estimated that every £1 spent on specific, effective anti-loneliness strategies saves society £2-£3”.

Despite the physical and mental health benefits of pet ownership being well documented, hundreds of thousands of people are being deprived of the companionship and joy that owning a pet can bring. Change is long overdue.



## Landlords vs tenants: who pays?

In the case of pet insurance, the key question here is: who should bear the responsibility for having such an insurance policy? Whilst it is good to have options for both parties, it would seem sensible for the onus to be on the tenant – that way they are able to build up a no claims history or bear the increased premium following any claim, something it was felt a landlord would not appreciate!

But all landlords are individuals, and whilst one with a portfolio of 50 properties may choose blanket cover including pet damage, another with just a handful may agree the responsibility should rest with the tenant. This is why a variety of options is needed.

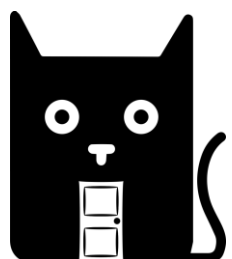
With many renters bemoaning the loss of the ability to offer a pet deposit they would have been keen to pay to keep their pet(s), due to changes made in the Tenant Fees Act (2019) and often being willing to now pay “pet rent”, an actual policy offering more protection for less outlay is the proverbial no-brainer. The challenge is getting landlords and lettings agencies onside.

The issue here appears to be one of trust: landlords have expressed concerns that a tenant could purchase an insurance policy and then cancel once they’re ensconced in the property. This is more of a concern for new tenants, rather than those who can show a history of such insurance, which obviously takes a few years to establish.

So what safeguards can be put in place? Writing the conditions into the Assured Shorthold Tenancy (AST) has been suggested, with the following as an example clause:

1. The tenant hereby agrees to hold insurance for pet damage to the property for the duration of the tenancy/life of the pet and a copy of this insurance must be provided at the start of the tenancy and each renewal. If the tenancy moves onto a month by month basis, the tenant is required to send the landlord and or agent a copy of the insurance schedule each year it renews.
2. If the tenant does not wish to have an insurance policy, they are required to pay an additional Pet Deposit of £tbc

This is just one suggestion, and the subject needs further discussion once the proposal to amend the Tenant Fees Act 2019 has been adopted by the UK Government.



## Assessing industry opinion

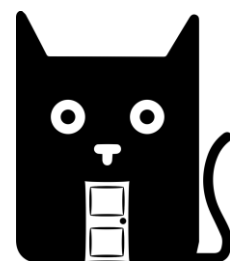
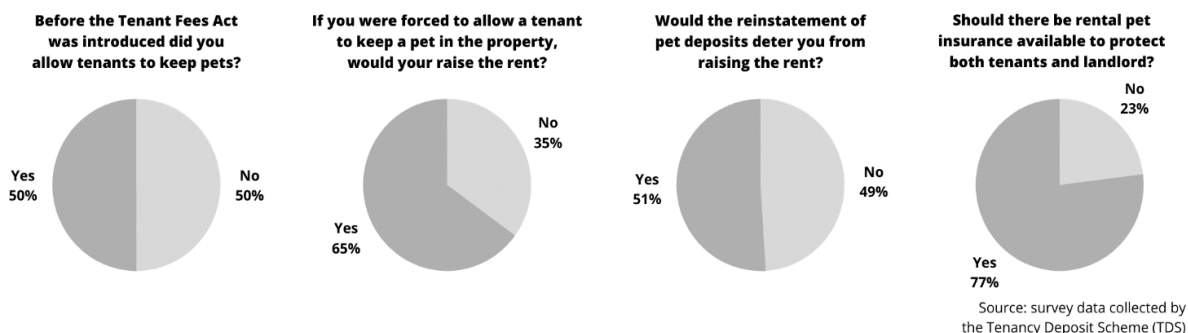
As part of my research, I spoke to John Stewart, Deputy Director of Policy & Research at the NRLA, the leading landlord association following the merger of the NLA and the RLA last year. John appreciates the health and social benefits of animal companionship and the importance of encouraging pet ownership to promote greater community health, whilst still protecting NRLA members' interests. An insurance option or options would, he believes, be of great interest to NRLA members and the wider landlord community.

I also spoke to Ben Lenton, one of very few contributors to the Property Tribes thread already mentioned who had a positive view and offered his input. Ben is a landlord, with a number of properties to his name, and whilst he agreed with the insurance proposal, added that a Code of Practice should be written, offering a framework for both landlords and tenants alike to understand what is expected of them, and to offer guidance on pet related issues. The PATHWAY Guidelines, an online resource, were created for this purpose and are currently under revision by SCAS.

Since this report was first published, I have had the opportunity to discuss it with many others within the rental sector, including Propertymark, Inventory Base, The Dispute Service and Property Tribes founder Vanessa Warwick, and found that there is indeed a common desire across the rental sector to improve the situation for pet owning tenants, whilst not putting any additional financial responsibility on the landlord.

### ***New polling results for July 2021***

The following results are taken from a poll carried out on landlords by the Tenancy Deposit Scheme (TDS) and published for the first time in this report. They clearly show that landlords are concerned about being forced to accept pets without any measures in place to protect their investment. Further analysis of this data can be found in the section "Changing the Law."



## Existing policy options & products in development

The following is not an exhaustive list by any means, but a good selection of leading landlord and tenant insurance providers. Insurance options that include pet damage for both landlords and tenants are few and far between, but there are some worthy of note, and other providers have intimated that more effective publicity to increase awareness of these policies and/or legislative change, will stimulate more of the market to develop their own products. An important barrier to the development of such schemes by insurance companies is the legislative one. Given that, under the Tenant Fees Act (2019) pet damage insurance is not on the list of permitted payments, for many insurance companies it is not viable to develop such cover.

### Alan Boswell Group (insurance partner to Property Tribes)

ABG have just launched (February 2021) a pet damage cover option as part of their landlords' or tenants' contents insurance policies. Both products have been developed in conjunction with SAGIC, the insurance arm of the Salvation Army which is a not-for-profit insurer, with all profits going back to the Salvation Army to support their charitable activities. The policy provides up to £5K cover for sudden, unintentional and unexpected physical loss, breakage or damage caused by a domestic pet to fixtures and fittings of the rented accommodation, as well as contents provided by the landlord.

### Endsleigh Insurance (Lets with Pets – Dog's Trust)

Endsleigh have the Lets with Pets landlord's insurance product which was launched in conjunction with Dog's Trust in 2009, and which has pet damage as an integral part of its cover, with no claim limit. The policy has been around for a number of years, but both parties fully acknowledge that little has been done to promote it of late. Endsleigh have recently appointed a new CEO and are looking to be more proactive in promoting their product range as a whole.

### Just Landlords

Although Just Landlords offer an impressive 40 different covers, this does not include pet damage. Furthermore, although they knew of the Endsleigh policy, they were not aware of any existing product aimed at tenants. They were the first to affirm that greater awareness and take up might lead to other providers following suit.

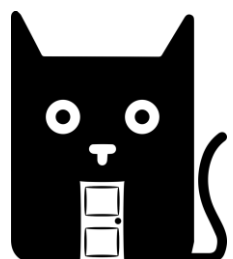
### My Urban Jungle

MUJ are a relatively new kid on the block, and their main focus is tenants' contents insurance at very low premiums (£5/month) with an excess of just £100. They do offer

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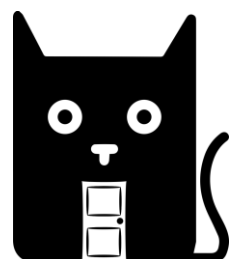
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pet damage as an optional extra, for an additional £5, but although the sum insured is up to £10K, the actual cover itself is quite limited and excludes damage to soft furnishings and carpets. They have said that there was definitely the potential to extend this cover in exchange for a higher excess option.

### One Broker

OB is the only company I found who had a comprehensive tenants' contents insurance product with integral pet damage cover available at the time of writing, that has been in existence but little promoted for 5 years. Featuring up to £4k worth of cover as standard, the policy is portable and has the facility for any claims to be paid direct to the landlord. Premiums vary depending on the level of contents cover required, but are per household not per pet, and, starting at £120/year, are significantly less than the majority of pet deposits that used to be requested, and indeed would represent a better use of "pet rent".



## Changing the law

Andrew Rosindell M.P.'s [legislation](#), dubbed “Jasmine’s Law”, would have established the right to keep a pet in rented accommodation into law, and our proposed amendments to the Tenant Fees Act 2019 are firmly rooted in his campaign.

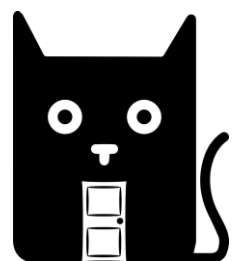
“Jasmine’s Law” was introduced to Parliament via a mechanism known as a [Ten Minute Rule Bill](#), a form of Private Members’ Bill. Parliamentary procedure meant it was highly unlikely the Bill would be given sufficient Parliamentary time to become law, and indeed, the early 2021 lockdown and the conclusion of the 2019-2021 Parliamentary session meant the bill never reached its second reading. With this in mind, and in line with other countries that have enacted positive legislation regarding pets in housing including India, France, the USA, Canada, Australia and New Zealand, further options must be explored for facilitating greater pet ownership in rented accommodation.

### ***The Model Tenancy Agreement***

In January 2021, the UK Government [changed](#) the Model Tenancy Agreement so that “responsible tenants with well-behaved pets will be able to secure leases more easily.” Under the new Agreement, landlords will no longer be able to issue blanket bans on pets. As Housing Minister Chris Pincher stated: “it can’t be right that only a tiny fraction of landlords advertise pet friendly properties and in some cases people have had to give up their beloved pets in order to find somewhere to live.”

Campaigners welcomed the change, with the RSPCA [calling](#) it a “big step forward for pet owning renters.” But whilst it is a step in the right direction, it is not a definitive solution. The Model Tenancy Agreement, while influential, is not legally binding on landlords, and acts as a suggested template for such agreements. Anecdotally it is unpopular: a 2019 [report](#) by Hamptons International identified some 2.66 million landlords in Britain, and, according to an industry insider, only approximately 5% of these are registered with any landlord association, with access to its own template tenancy agreement, or are affiliated to NRLA, whose 8 page template is described as “too long” by some of its 90,000 strong membership – at 50 pages, it is obvious that the government’s new MTA is unattractive to landlords.

Indeed, a UK Government answer to a [Written Question](#) submitted in May of this year is revealing on this topic. In May 2021 Elliot Colburn, the MP for Carshalton and Wallington, asked what estimate the Government has made of the proportion of private landlords that are utilising the Model Tenancy Agreement. In response, the Housing Minister Chris Pincher



confirmed that: “The Government does not collect data on the proportion of landlords using current or previous versions of the Model Tenancy Agreement.”

Our own Freedom of Information request made in July 2021, asking if the MHCLG could provide download statistics for the new MTA, also speaks volumes – a derisory 72,711 downloads since its introduction at the end of January 2021, which, when used in conjunction with the number of landlords as detailed above, is a paltry 2.73% - and that’s without allowing for downloads by journalists, the PRS, other interested parties and indeed multiple downloads.

In addition, when another [Written Question](#) was asked in June as to what incentives are in place to encourage landlords to adopt the new MTA, MHCLG replied that it would simply consider “how best to encourage usage of the Model Tenancy Agreement.”

Further questions from [Bill Esterson](#), MP for Sefton Central, and [Rachael Maskell](#), MP for York Central, on how the UK Government would support pet owners in the private rented sector and how it would measure efficacy of the MTA in supporting pet ownership, produced stock answers with no indication as to a strategy behind the MTA.

While the new MTA is undoubtedly a positive step then, it is likely to be little more than symbolic, something that the Government itself clearly realises and needs to acknowledge.

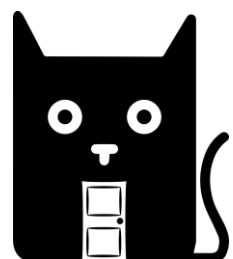
### ***Amending the Tenant Fees Act (2019)***

Given the lack of appetite for full scale legislative change, an easier policy fix which would provide a significant lifeline to pet-owners looking for rented accommodation, would be a change to the [Tenant Fees Act](#) (2019). This change forms the central argument of this paper.

The aim of the Tenant Fees Act, as outlined when it was introduced, was to “reduce the costs that tenants can face at the outset, and throughout, a tenancy” as well as to allow tenants to see “what a given property will cost them in the advertised rent with no hidden costs.”

While this ambition of lower costs and greater transparency for tenants is laudable, for many prospective pet-owners it did not achieve either of these goals. The Act effectively prohibits landlords from asking for pet insurance and it fails to include a separate pet deposit as part of its list of permitted payments. The consequence of this has been higher rents or outright bans for many pet owners, which defeats the aim of lower costs and greater transparency, as there is ambiguity introduced into the rental cost.

As explained by the TDS, prior to the Tenant Fees Act, “landlords could ask tenants who wanted to have a pet in their rented accommodation for a ‘pet deposit amount’ as part of



the tenancy deposit”. But under the Tenant Fees Act “landlords and letting agents are no longer able to take a higher security deposit for tenants with pets.”

Yet the Tenant Fees Act “does not place any restrictions on what landlords can charge their tenants for rent.” As a consequence, The Guardian [reported](#) that “landlords are charging ‘pet rent’ running into hundreds of pounds a year.”

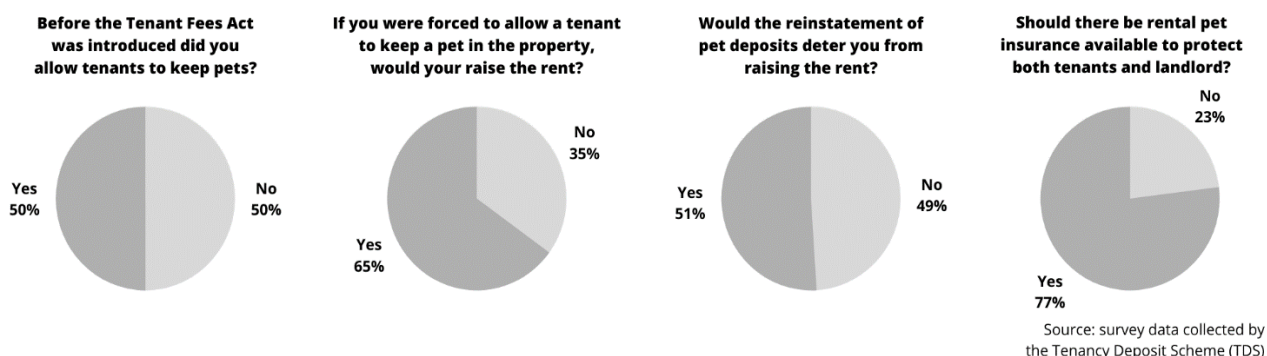
Indeed new survey data by the TDS and published for the first time in this report, has found that since the Tenant Fees Act, many landlords who previously allowed pets no longer do so.

In the survey respondents are asked: “since the Tenant Fees Act, do you still allow a tenant to keep a property?” Almost one in five answered “no” to this question, at 18% with the remainder answering yes.

There are two methodological issues with this framing. Firstly, the question asks “since the Tenant Fees Act”, rather than “because of” which means that a direct causal link cannot be firmly established. In addition, this figure does not capture the number of landlords that still allow pets but only at a higher rent. This is only hinted at by a further survey question which finds that 65% of landlords would raise the rent if they were forced to allow a tenant to keep a pet in the property.

Nevertheless, it is clear from this data that the Tenant Fees Act has had a detrimental impact on pet ownership in rented accommodation.

Figure A: Survey results by the Tenancy Deposit Scheme:

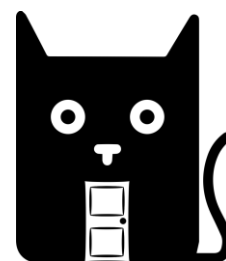


We propose therefore, that the Act’s list of permitted payments should be amended to allow for pet damage insurance or a “pet deposit”, as an additional option. The deposit alternative would need to have its own cap, and we suggest this be financial and not based on a proportion of the monthly rent. Rents vary enormously up and down the country, but the price of, for example, a carpet varies much less. The average monthly rent in the East Midlands where AdvocatS is based is £704pcm, making a week’s worth £162, whereas say in the South East it is £1105, or £255 per week. The cost to carpet a 16sqm room starts

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at around £300 plus fitting, so geographically weighting a pet deposit would not be the optimal solution.

Having consulted with legal experts on our proposals, we understand that adding options for pet damage insurance or a capped pet deposit to the list of permitted payments should be relatively simple, and come under so called Secondary Legislation, whereby “the Secretary of State may by regulations made by statutory instrument amend Schedule 1 [list of permitted payments] by adding, modifying or removing a reference to a permitted payment.”

An explanatory note states that: “Regulations are subject to the affirmative procedure, meaning that they must be approved by a resolution of each House of Parliament except in the case of an amendment to the maximum amount of permitted payment on assignment, variation or novation of a tenancy for the purposes only of reflecting changes in the value of money.”

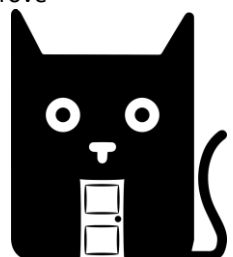
This means that with a simple vote in the House of Commons, the Secretary of State could certainly add provision for a separate pet deposit to the list of permitted payments, and most likely pet damage insurance as well, although the latter is subject to clarification from MHCLG, and we will be guided by them once our proposals have been adopted.

These new permitted payments would be a positive change which would allow far greater flexibility for pet owners, tenants and landlords. They could also have a positive impact on the cost of renting, with just over half of landlords saying that pet deposits would deter them from raising rents.

Pet deposits and pet insurance are clearly preferable to increased rents for pet owners. On transparency of payments – an established aim of the Tenant Fees Act<sup>1</sup> – they are far superior, as they clearly compartmentalise fees paid by tenants into rent, for the accommodation itself, and either a deposit or an insurance plan to cover their pets. They are also fairer, as they reward responsible pet owners, who keep their deposits or build up a no-claims history while punishing irresponsible pet owners who suffer on both these counts. This is not the case with increased rents which will never be reimbursed and which do not discriminate based on responsibility.

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<sup>1</sup> The [explanatory notes](#) to the Tenant Fees Act (2019) say in the Overview to the Act that it aims to “improve transparency and competition in the private rental market.”



## Public opinion

Public opinion is clearly on the side of amending the Tenant Fees Act to include pet insurance on the list of permitted payments.

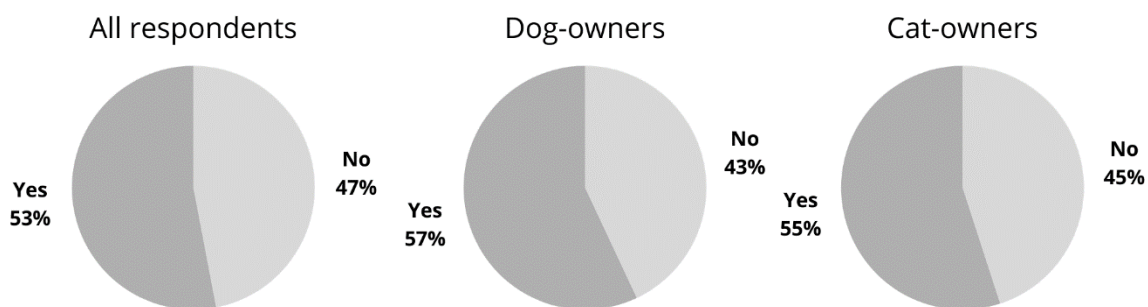
YouGov, in polling commissioned by SCAS in February 2021, asked 1,056 GB adults who currently have a pet to imagine they were looking to move into a rental property with their pet(s), which required them to have a "specialised pet ownership insurance" as a condition of being able to rent the property.

53% of pet owners, including 57% among dog owners and 55% among cat owners respectively, indicated that they would be willing to pay for specialised pet insurance, if priced reasonably to them and required by a landlord.

This also includes a majority of those pet owners who rent from private landlords or from their local authority, at 51% in both cases.

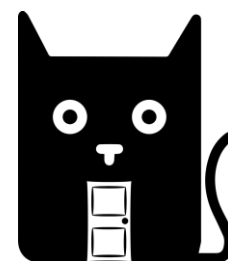
Figure YouGov/SCAS polling:

### **A majority of pet-owners would be willing to take out pet insurance if required by a landlord**



Source: YouGov

On pet deposits, the YouGov polling did not ask an isolated question about willingness to pay a deposit. What is asked is which, if either, of pet insurance or a pet deposit would respondents prefer if they were looking to rent a property with a pet(s)? Interestingly, 40% of respondents said pet deposits, compared to 22% who said pet insurance.

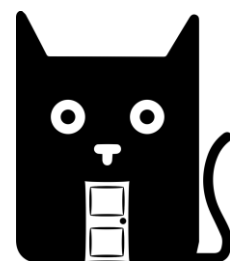


## Conclusion

It was generally acknowledged at the time that #JasminesLaw was unlikely to actually become law, but the bill and the ensuing campaign have heightened awareness of a growing problem, which is having a very real impact on the lives of ordinary people, whose only crime is not being able to get on the housing ladder. Animal rescue services are already under increasing pressure, ratcheted up by the economic effects of Covid-19, and precious space is being taken up by pets who had perfectly good and loving homes.

#Jasmine'sLaw had cross party support, and there is no reason to suggest that our campaign will be any different. There has been a groundswell of popular opinion in favour of better pet welfare related legislation lately: the welfare bill, Pet Theft Reform, Lucy's Law, Tuk's Law et al – and it makes sense to take advantage of this, which our cross-sector supported campaign will be doing.

The absolute cornerstone of our campaign is promoting responsible pet ownership, as a properly looked after pet is far less likely to cause damage to a property. Enshrining the right for a landlord to be able to recoup any pet damage costs **in law** – by amending the Tenant Fees Act to make requesting pet damage insurance or a pet deposit a Permitted Payment – will improve the lives of thousands – perhaps hundreds of thousands - of tenants, and provide many, many more loving homes for animals in need.



## Contributors

Alan Boswell Insurance

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Endsleigh Insurance

Just Landlords

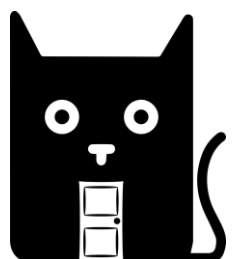
My Urban Jungle

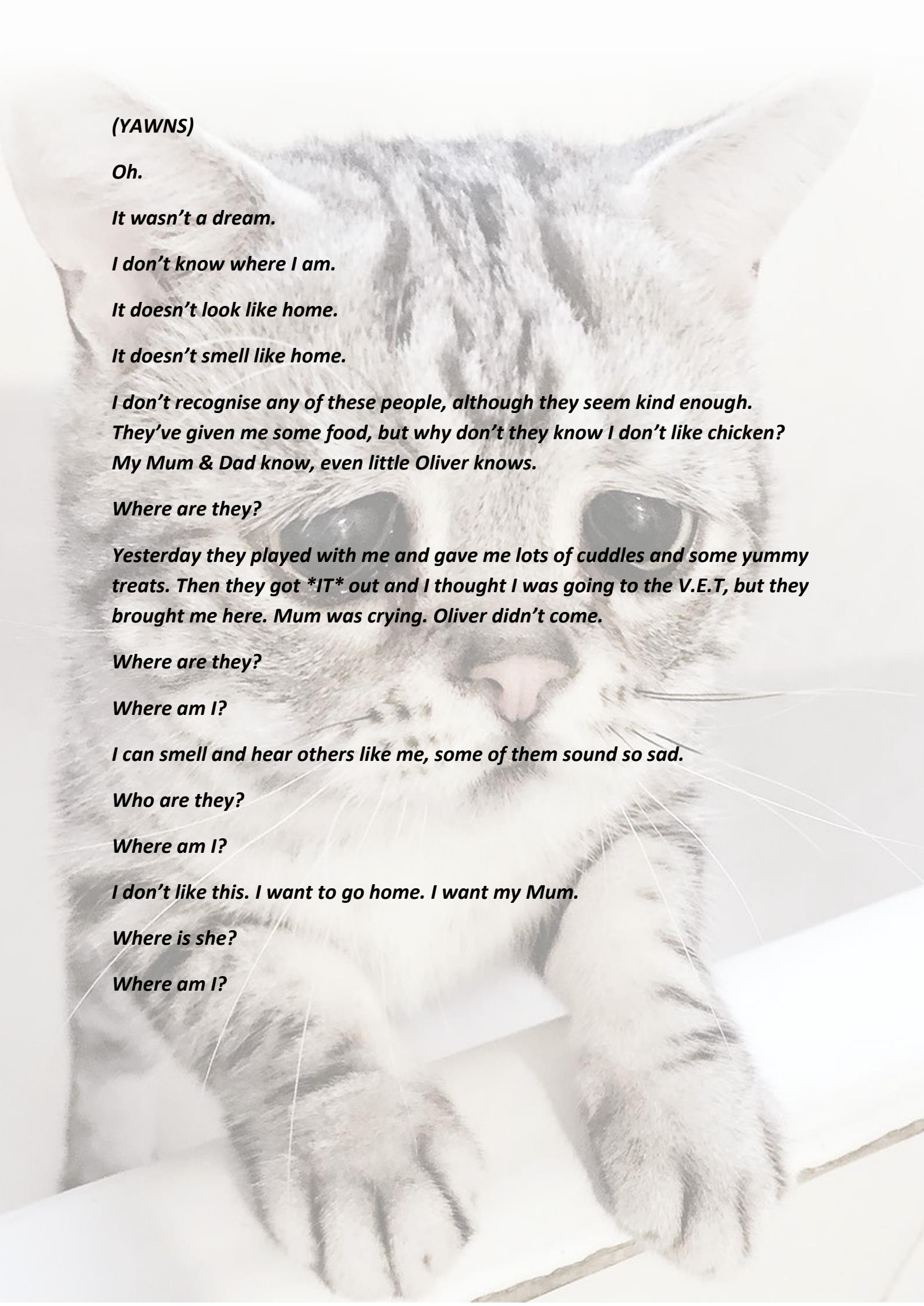
NRLA

One Broker

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Report author – Jen Berezai, co-founder AdvoCATSeastmids





**(YAWNS)**

**Oh.**

***It wasn't a dream.***

***I don't know where I am.***

***It doesn't look like home.***

***It doesn't smell like home.***

***I don't recognise any of these people, although they seem kind enough.  
They've given me some food, but why don't they know I don't like chicken?  
My Mum & Dad know, even little Oliver knows.***

***Where are they?***

***Yesterday they played with me and gave me lots of cuddles and some yummy  
treats. Then they got \*IT\* out and I thought I was going to the V.E.T, but they  
brought me here. Mum was crying. Oliver didn't come.***

***Where are they?***

***Where am I?***

***I can smell and hear others like me, some of them sound so sad.***

***Who are they?***

***Where am I?***

***I don't like this. I want to go home. I want my Mum.***

***Where is she?***

***Where am I?***