

PETS

A landlord can prohibit all pets from the property, or allow some and exclude others. The only situation where the landlord cannot prohibit pets or require additional deposits is for assistance animals to help a person with a disability, such as seeing-eye dogs for the visually impaired and assistance/companion animals for those with other physical or mental disabilities. In all other situations, a landlord can either exclude pets or require a pet deposit to cover any additional damage caused by pets.

Many landlords who allow pets will charge “pet rent” and/or a “pet deposit.” Make sure that you understand what you are paying for and whether or not the fee will be refundable at the end of the lease. Most pet rent and pet deposit charges are enforceable. If the pet deposit is non-refundable, you may have a claim that it should be treated like the rest of your security deposit and returned to you as long as there is no damage done to the apartment beyond reasonable wear and tear.

Tenants with pets are often charged for carpet replacement due to pet urination on the carpet, pet scratching and/or chewing on the carpet, dirt that is tracked onto the carpet, and/or flea infestations. If you have a pet, it is an especially good idea to document the condition of your carpet at the time you move in. Take photos and fill out a move-in inspection form. Keep copies of the photos and inspection form for your records. Do the same thing when you move out. Even if your pet has damaged the carpet, the landlord is only entitled to the loss in value to the carpet due to the damage, which is often less than the full replacement cost. The more documentation of the condition of the carpet that you have, the better off you will be at the end of the lease.

Any “material,” or serious, violation of a lease or rental agreement may be grounds for eviction. If your lease prohibits pets, your landlord may be able to evict you if you have a pet on the property. However, having a pet in the property on one occasion (such as pet-sitting for an afternoon) is probably not a serious violation. Having a pet on the property several times may be. To be on the safe side, if your lease prohibits pets, you should not have a pet on the premises without your landlord’s written permission (do not take your landlord’s word for it!).

Tenants with pets or assistance animals have many responsibilities:

- You must make sure that your pets are clean, adequately fed and watered, taken to the vet regularly, and properly immunized.
- You must clean up after your pet - waste tends to attract rats and other pests.
- Do not allow your pet to disturb your neighbors by barking or running loose. It is your responsibility to keep your pet under control.
- Find out if you need insurance for your dog. Owners of many dog breeds that have been deemed dangerous are required to maintain liability insurance in Ohio, even if the pet owner has never had a problem with his/her dog. Failure to maintain the proper insurance for your pet may mean that it could be put down.
- If you are aware that your dog is dangerous (it has bitten or attacked someone in the past), you may be liable civilly and/or criminally if your dog attacks anyone again.
- Remember, if you do not control your pet, you may be liable for fines, court costs, and any injuries inflicted by your pet.
- You will also be responsible for any damage done to your apartment beyond reasonable wear and tear.

THIS INFORMATIONAL PACKET ONLY REFERS TO OHIO LAW AND DOES NOT CONSTITUTE LEGAL ADVICE. IF YOU NEED LEGAL ADVICE, YOU MUST CONTACT AN ATTORNEY. THE LAW MAY HAVE CHANGED SINCE THE DATE OF THIS PUBLICATION. 12/07

