

# Guidance Notes – Landlord Law Pet Agreement & Information Form

Please read these notes carefully before completing your form.

This form is designed to allow you to amend any tenancy agreement by permitting one pet to reside at the property.

Versions of this form to permit up to four pets are available to Landlord Law members.

Note that the fees and charges section at the end of the form, can only apply if you are using the form to amend an existing tenancy agreement (when under the tenant fees legislation, you can charge a fee of £50 inclusive of VAT if appropriate).

You can also use the form to amend a tenancy agreement from the start of the tenancy but if so, the tenants fees legislation (in England) prohibits any additional charges so clauses 17 will need to be crossed out.

## Completing the form

This needs to be done clearly ideally with a black pen.

**Date** – the form should be dated the date it is intended to come into effect, which will need to be after it has been signed by both parties.

**Property address and names of the landlord and tenant** – these should be given exactly the same as in the associated tenancy agreement.

**Date of associated tenancy agreement** – in the paragraph headed 'This agreement' you will need to insert the date of the associated tenancy agreement (i.e. the agreement which this form is amending). Put the date before the final wording in brackets.

**Pet details** – these should all be completed so far as possible. If you don't have the information (for example if you do not know the age of the dog) just put 'not known' or (e.g., if the animal has not been microchipped) 'N/A'.

**Vets' details** – this is the vet which the landlord is authorised to use if the animal needs attention and the tenant is not available to deal with this (for example if the tenant is in hospital).

**Pet carer's details** – this is extremely important. If your tenant is unable to care for the pet for any reason you need to have someone who can do this, otherwise in law it will be YOUR responsibility as landlord to ensure that it is properly looked after.

This does not necessarily mean that you will have to look after it yourself. However, at the very least you will need to contact an animal welfare organisation such as the RSPCA or make arrangements with a friendly neighbour to arrange for its care.

You should try to speak to the carer before this agreement is signed, to confirm that they understand that this agreement is being made and are willing to look after the animal if necessary. Make a file note of your telephone conversation and keep it with your paperwork.

Check their details carefully as you may have to contact the pet carer in an emergency.

**Fees and Charges paragraph** – as discussed above, if you are using this form with a new tenancy agreement which is going to be signed at the same time, paragraph 17 should be crossed out. Clause 17 as (in England) the tenant fees legislation only authorises the £50 fee where an existing tenancy agreement is amended.

However, if the form is being used to amend an existing tenancy agreement, then you are entitled (in England) to charge a fee of £50 (inclusive of VAT if appropriate).

You do not have to make the charge, so if you decide not to do this, again cross out this paragraph.

Where any paragraphs are crossed out, you should get your tenant to initial them.

**Additional clauses** – this space is here for you to include any other terms and conditions you may have agreed with your tenant. If there is not enough room, put something like ‘see annexed page headed ‘Additional Clauses continued’. You should then get your tenant to sign and date this additional page at the same time as they sign the form.

**Signed as a deed** – documents such as this should ideally be signed as a deed to ensure their enforceability. This means that the document states that it is signed as a deed (as this does) and that the signatures are witnessed by someone independent.

This cannot be the other party (i.e. the landlord’s signature should not be witnessed by the tenant). The witness can be the letting agent (if this form is being used by an agent) or a neighbour or anyone who is available at the time the document is signed and who is unconnected to the tenancy. The witness must then put their name and address on the form - this is essential and is so they can be contacted if there is ever any dispute about the validity of the signature.

## Preparing the form

You will need two copies of the form – one for you and one for your tenant. We suggest that you complete one copy of the form and then copy it.

You and your tenant can then either sign one copy of the form or both copies of the form. The important thing however is that you end up with a copy signed by the tenant and your tenant ends up with a copy signed by you.

However, before your tenant signs the form we recommend that you read it over with him (or her) to make sure they understand the clauses and the obligations they have regarding their pet.

## **And that's it!**

Note that members of Landlord Law can create these (and other documents) via the Landlord Law online 'document generator' and we have versions for two to four pets.

Find out more about Landlord Law at [www.landlordlaw.co.uk](http://www.landlordlaw.co.uk).

# Pet Agreement and Information Form (one pet)

## Dated

Property:

Referred to as the property in this agreement

## Landlord:

Referred to either as the landlord or as we or us in this agreement (irrespective of whether the landlord consists of one or more than one person).

## Tenant:

Referred to as the tenant, or him in this agreement (even if the tenant is female, or a limited company, or consists of more than one person).

**This agreement** is supplemental to the tenancy agreement made in respect of the property between the landlord and the tenant which is dated (referred to as the tenancy agreement)

Under this agreement we agree to allow you to keep the pet, whose details are given below, on condition that you comply with the Pet Terms and Conditions set out below. The tenancy agreement is amended accordingly.

## Pet details

<b>Pet name:</b>	<b>Pet species:</b>
<b>Pet breed:</b>	<b>Pet age:</b>
<b>Pet colour:</b>	<b>Is the pet neutered?</b>
<b>Is the pet male or female?</b>	<b>Microchip No</b>

## **Details of veterinary practice**

**Name:**

(referred to in this agreement as the Vet)

**Address:**

**Telephone No:**

**| Out of hours No:**

## **Details of the person who will care for the pet in case of emergency**

**Name:**

(referred to in this agreement as the pet carer)

**Address**

**Contact telephone No:**

**Other contact details:**

Under this Agreement, it is your responsibility to ensure that your pet is properly looked after; is adequately fed, watered and exercised; and does not cause any danger to the public. If we suspect that this is not the case, and/or if appears that the pet has been neglected or abandoned, we reserve the right to notify an appropriate welfare organisation.

## **Pet Terms and Conditions**

1. Subject to the clauses set out below, we have given our permission for you to keep the pet listed in the pet details section above (your pet), at the property.
2. If you wish to keep any additional pets at the property, this can only be done with our written permission (which we will not refuse or delay without good reason).
3. You are responsible for the health and welfare of your pet, and in accordance with the Animal Welfare Act 2006 have a duty of care to provide a suitable place to live, a suitable diet, proper exercise, and adequate health care.
4. You must not leave your pet in the property when you are away unless clear arrangements have been made for its care. Pets should normally be boarded elsewhere, although close supervision by a neighbour may be acceptable for some animals.

5. Your pet must be vaccinated and regularly treated for fleas and worms (if appropriate). You must obtain evidence of this from your veterinary surgeon, and provide a copy of this to us if we ask you.

6. You must ensure that your pet does not cause a nuisance to neighbours or visitors. This includes (but is not limited to) excessive noise, and damage to other people's property.

7. Your pet must not be allowed to foul inside the property, except for caged birds and pets trained to use a litter tray. Any pet faeces must be removed immediately from the garden or outside areas and disposed of safely and hygienically.

8. You are responsible for keeping all areas of the property clean and free from parasites, such as fleas.

9. No animal listed in the Dangerous Wild Animals Act 1976 (or any subsequent legislation replacing this act) may be kept in the property

10. You may not breed or offer for sale any animal in the property

## **11. Dogs:**

11.1 must not be left alone in the property for more than 4 hours at a time, and you must ensure that your dog does not cause any damage to the property, or cause a nuisance to neighbours by barking, while left unsupervised.

11.2 must be kept under control and on a lead in all public places, communal areas, and walkways

11.3 must by law wear a collar with the owner's name and address on it when in a public place

11.4 must be microchipped

11.5 listed under the Dangerous Dogs Act 1991 (or any subsequent legislation replacing this act) cannot be kept in the property

## **12 Cats:**

12.1 should wear a 'snap apart' collar to enable them to be identified

12.2 must be microchipped

## **Pet welfare**

13. You authorise us to contact the pet carer in appropriate circumstances to arrange for the care of the pet (for example, but not limited to, circumstances where you are unable to care for the pet due to illness or absence from the property)

14. You authorise us to contact the Vet to arrange for treatment if the pet appears to be ill and you are not available to authorise treatment in person. You further agree that you will be responsible for all reasonable vets' fees in these circumstances.

## **Termination of this agreement**

15. If you do not comply with any of the clauses 3 - 12 above we will be entitled to terminate this agreement provided we give you not less than 28 days written notice.

16. In any event this agreement will end automatically if the pet described above dies or no longer lives at the property on a permanent basis.

## **Fees and Charges**

17. We shall (if this property is situate in England) be entitled to charge a fee of not more than £50 (inclusive of VAT) to cover our costs of dealing with your request to keep a pet and preparing any necessary paperwork to amend your tenancy agreement (including this form).

## **Additional Clauses**

### **Signed as a Deed:**

Our signature (landlord):

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\*Signed in the presence of:

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\*Name and address of witness:

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Your signature (tenant):

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\*Signed in the presence of:

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\*Name and address of witness:

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