

Written evidence on the Renters (Reform) Bill submitted by Battersea Dogs & Cats Home and Mars Petcare UK

EXECUTIVE SUMMARY

- Pet homelessness is rising in the UK. The leading reason for this is prohibitive rental agreements – with around 1 in 10 cats and dogs sadly being given up due to pet restrictions in rental properties.
- Demand for pet friendly housing in the private rented sector is high, with 76% of tenants already owning or aspiring to own a pet. However just 8% of private landlords list their properties as pet-friendly.¹ Many more landlords may be sympathetic to a conversation about pet ownership with their tenant, however currently it is rare that this can be expressed on property portals.
- This is an issue for a growing percentage of the population. The number of people renting is continuing to rise, concurrently demographics of renters are changing and pet ownership is increasing.
- Battersea and Mars Petcare have partnered in their mission to end pet homelessness in the UK. We welcome aspects of the Renters (Reform) Bill (Clauses 7 and 8) which safeguard the right to keep pets in private rented homes, including the role of insurance products in supporting tenants to keep pets in rented homes.
- However, there are several areas where the Bill can go further to benefit both tenants and landlords.

About Battersea Dogs & Cats Home

Battersea will always be here for every dog and cat. We offer our love and expert care to the animals who need us, and have done for over 160 years. We take them in regardless of their age, breed, or medical condition and without any judgement. Staff across our three centres give every animal the specialised care they need, getting to know their characters and quirks so we can find them a new home that's right for them.

All the knowledge we gather helps us to improve the lives of the animals we will never meet, through our work with other rescue organisations in the UK and across the world. We help people make informed choices when getting or caring for a pet, provide training and welfare advice, and we campaign for changes in the law when we see that it is necessary to safeguard dog and cat welfare.

About Mars Petcare UK

Mars Petcare is the manufacturer of some of the nation's most loved pet products, including Pedigree dog food, Whiskas cat food and Dreamies cat treats, as well as the home of the renowned Waltham Petcare Science Institute.

We have a global ambition to end pet homelessness by 2030, ensuring all pets are wanted, welcomed, and cared for. As part of this, we passionately believe in improving access to pet-friendly housing so that more people can experience the joy and benefits pets can bring.

Our Joint Mission

In the UK, thousands of animals are in desperate need of a loving home, but millions of willing would-be responsible pet owners living in the private rented sector are being unfairly blocked from adopting a pet, because of overly restrictive tenancy agreements.

Battersea and Mars Petcare have partnered on their joint mission to end pet homelessness and unnecessary abandonment in the UK. Earlier this year we launched a new campaign to evidence the challenges that come with renting with pets and the opportunities presented by the Renters (Reform) Bill to help address the issues.²

1.0 THE NEED FOR CHANGE

1.1 Many tenants have been forced to surrender their beloved pets to rescue centres, with housing concerns ranking as the second most prevalent reason why dogs are relinquished to Battersea, yet 39% of applicants to Battersea to rehome an animal are from people who rent their home. Mars Petcare UK's State of Pet Homelessness Index (2021) found that there are currently 1.2 million homeless companion animals in the UK, of which 42,000 are in rescues.³

¹Renting with pets guide (2023) <https://www.zoopla.co.uk/discover/renting/renting-with-pets/>

² Mars & Battersea: Petiquette Guide (2023) <https://gbr.mars.com/petiquette>

³ The State of Pet Homelessness Index (2021) <https://endpethomelessness.com/the-index/>

Case Study: Harvey. *Three-year-old Harvey came to Battersea through no fault of his own, his owner took him on after Harvey's previous owner had sadly died. Despite causing no issues in the home, the landlord had a ban on pets and demanded his owner get rid of him.*

1.2 This issue is becoming increasingly prominent. The Private Rented Sector (PRS) has now become the second largest tenure group in the UK, encompassing 4.7 million households⁴ which currently rent their homes from 2.74 million private landlords.⁵ The share of UK households occupied by private renters has almost doubled in the last two decades and demographics of renters have diversified significantly, further compounded by the cost-of-living crisis.⁶

1.3 Despite this growing reliance on the PRS, housing website Zoopla reports that only 8% of landlords in the UK are advertising homes as allowing a pet. There is a clear need for the PRS to become more pet friendly, with 76% of UK private tenants either already owning a pet or aspiring to do so.⁷ In an increasingly competitive rental market, many find themselves at a disadvantage simply for having a pet; Battersea has seen a rising number of heartbreaking cases where individuals are forced to give up their animal because they cannot find pet friendly accommodation.

Case Study: Kerrie and Haven. *Kerrie and her family had been living in a home in Leicester when their landlord sold the property and they had to find a new place to live. It took Kerrie almost six months to find a home that was not only within distance of her son's school, but also allowed pets. She had to negotiate with agents and landlords until she found somewhere that would let the family keep their dog.*

1.4 For an increasing number of people, pets are a crucial part of a home and an integral part of their family. Over a third (36%) of all owners surveyed in 2023 by PDSA obtained their pet in the last three years, meaning that 8.3 million pets have been acquired since the start of the COVID-19 pandemic in March 2020, with a staggering 53% of UK adults now owning a pet.⁸ As the PRS grows, it is only going to become more important for human and animal welfare that renting is not a barrier to the chance of having a pet.

2.0 BENEFITS OF PET-FRIENDLY PROPERTIES FOR BOTH TENANTS AND LANDLORDS

2.1 *Health Benefits of Pet Ownership:* Our research shows a significant number of people experience physical and mental health benefits by owning a pet.⁹ Pet ownership promotes physical activity and encourages interaction with other pet owners in the community, enhancing social cohesion. This is evident in the fact that pet owners are 60% more likely than non-pet owners to get to know people in their neighbourhoods and build support networks.¹⁰ Pet ownership, particularly for dog owners, and the associated physical activity slows down the physical decline associated with ageing. 87% of UK pet owners argued there are benefits to living with a pet, including 84% saying it reduces loneliness. Adults with pets have healthier responses to stress, including a lower heart rate and blood pressure. Pets can also provide emotional support for children, help them deal with stress, be more self-confident and are associated with reducing the risk of childhood anxiety. Overall, these health benefits, both physical and mental, are estimated to save the NHS £2.45 billion across the UK annually as pet owners make 15% fewer visits to a doctor.¹¹

Case Study: Eve. *Eve previously owned a rescue dog for 12 years in her flat with her landlord's consent, but the dog sadly passed away a few years ago. It was a difficult time; Eve has depression and had always had a pet as a companion to help her manage this. Wanting to get another dog to fill the hole that had been left, she adopted another dog in 2021. However, after just two weeks of owning him, Eve's landlord informed her that she wasn't allowed to have another dog in the property, despite having proved herself to be a responsible owner for a decade, and never having caused any damage. The landlord warned Eve that if she didn't get rid of the dog her tenancy would be terminated and she would be evicted. Not able to risk losing her home, Eve gave the dog up to Battersea.*

⁴<https://www.ons.gov.uk/employmentandlabourmarket/peopleinwork/employmentandemployeetypes/datasets/workingandworklesshouseholdstabledhouseholdsbymhousingtenureandcombinedeconomicactivitystatusofhouseholdmembers>

⁵ <https://www.gov.uk/government/statistics/property-rental-income-statistics-2022/property-rental-income-statistics-2022#:~:text=1.-,Key%20points,claimed%20some%20form%20of%20expenses>

⁶ https://england.shelter.org.uk/support_us/campaigns/cost_of_living_crisis

⁷ [1553-Pet-Friendly-Properties-Report_AW_V2.indd \(bdch.org.uk\)](#)

⁸ [Pet Populations - PDSA](#)

⁹ Waltham Petcare Science Institute (2023) <https://www.waltham.com/science/human-animal-interaction>

¹⁰ [1553-Pet-Friendly-Properties-Report_AW_V2.indd \(bdch.org.uk\)](#)

¹¹ [Pets could save NHS up to £2.45 billion a year: new report quantifies economic benefits of UK pets | News and Press \(lincoln.ac.uk\)](#)

2.2 *PRS Benefits*: Importantly, policies supporting pet-friendly housing prove advantageous not only for pet owners but also for landlords. Pet owners tend to have longer tenancies, on average 24 months compared with 21 months for tenants without pets.¹² 56% of tenants are also likely to consider extending or renewing the lease on their current property if it was pet-friendly, and 48% would consider committing to a longer tenancy.¹³ Tenants do not expect landlords to bear the costs or responsibility for their pet. 53% are likely to consider allowing more regular inspections, 46% are likely to consider paying a pet-specific deposit and 41% are likely to consider paying for additional cleaning.

2.3 *Misperceptions from Landlords*: Unfortunately, a significant barrier to change is the fact that many landlords are hesitant to allow pets because of a perceived risk of damage to their property and concerns around anti-social behaviour. We've found that the foremost concerns amongst private landlords when renting to pet owners were fears of property damage (60% of respondents), instances of pets urinating or causing a mess (40% of respondents) and animals 'annoying neighbours' (22% of respondents).¹⁴ A nationwide survey of private renters found that only 3% of dog owners reported noise complaints related to their pets, and 3% stated their dog had ever cause any property damage.¹⁵ This emphasises the need to challenge prevailing perceptions concerning pets in rental properties and highlights the importance of establishing a balanced legislative framework that supports responsible pet owners and instils landlords with confidence to rent to individuals with pets, by providing them with effective but fair methods of redress.

Case Study: Siri. *Two-year-old tabby Siri arrived at Battersea's Brands Hatch Centre in September after her owner was forced to give her up. Despite Siri being a friendly, playful cat that reportedly caused no issues, their landlord did not allow pets in their rental accommodation. After seven happy months together, Siri's owner had to make the heartbreaking decision to rehome their cat.*

3.0 RENTERS REFORM BILL

3.1 Battersea and Mars Petcare warmly welcome the pet friendly provisions (Clauses 7 and 8) of the Renters (Reform) Bill. We are particularly encouraged by the provisions to prevent landlords from being able to unreasonably refuse pet requests from tenants and allow landlords to request that pet owning tenants take out insurance against any potential damage. However, there are several areas where the Bill can go further to benefit both tenants and landlords which we have outlined below.

4.0 PROSPECTIVE TENANTS

4.1 Battersea and Mars Petcare have concerns that whilst the current draft of the Bill has the potential to improve the rights of existing tenants to own pets, it falls short of extending these provisions to prospective tenancies. This presents a gap in the legislation, whereby prospective tenants looking for a rental with their pet would still come up against the same barriers.

4.2 As currently drafted, the Bill also lacks clarity regarding situations where a landlord initially grants permission for a pet in their property but subsequently wishes to withdraw that consent. This is sadly, something which we often see at Battersea. Accompanying guidance should, at the very least, mandate that landlords thoroughly consider the possibility of allowing pets in their properties before new tenants finalise their agreements. Guidance must encourage fair discussions between landlords, and tenants and allow for consistent judgements by the Ombudsman. Currently, there are no guarantees about what would consider reasonable or unreasonable reasons for refusal to grant, or subsequently withdraw, permission to keep a pet on the part of a landlord. We accept that there are reasons that are appropriate, particularly where the welfare of the pet may be compromised by the nature of the accommodation (such as the size of the pet and the dwelling), however no detail has so far been forthcoming, We would welcome a commitment from Government to give guidance to landlords on this point.

Case Study: Mochi. *Nine-week-old puppy Mochi arrived at Battersea in July when her owners had to make the choice between rehoming their pet or losing their home. Despite replacing the floors in their home to accommodate Mochi, their landlord changed his mind about allowing a puppy and demanded they leave.*

¹² Statistics sent to Battersea by Fizzy living

¹³ YouGov survey commissioned by Mars PNUK. Total sample size was 2395 adults who are private renters or in social housing. Fieldwork was undertaken online between 3rd – 9th February 2022.

¹⁴ [1553-Pet-Friendly-Properties-Report_AW_V2.indd \(bdch.org.uk\)](#)

¹⁵ [1553-Pet-Friendly-Properties-Report_AW_V2.indd \(bdch.org.uk\)](#)

4.3 We also raise concerns about the exemption within the Bill which grants superior landlords the authority to override a landlord's approval for pets. This provision implies that tenants in blocks of flats or leasehold properties may still face significant difficulties in getting a pet, as a management company or freeholder could take the decision to uphold a blanket pet ban. We suggest that this exemption is removed – it is not in keeping with the spirit of the legislation and risks undermining the Bill for little obvious advantage.

5.0 TIMELINES & ADJUDICATION

5.1 As drafted the Bill sets out timelines for landlords to respond to written pet requests, with a 42-day period for landlords to reply and an additional 7 days if the decision involves a superior landlord. This is excessively long and poses practical challenges for renters as well as rescue organisations like Battersea that are involved in rehoming animals. For instance, if an individual applies to rehome an animal from Battersea, the applicant meets the animal and we agree they are a suitable match, in terms of both operational capacity and animal welfare, Battersea would not be able to wait for a potential 49 days while that individual seeks permission from their landlord. There is no compelling reason why this timeframe cannot be shortened, and it is worth considering whether tenants could submit a written request immediately upon signing a contract. We think that the response time should be reduced down to 14 days, providing a far more reasonable timeframe for both landlords and renters. Whilst many other rental provisions, such as deposit disputes have a 28-day period, to safeguard animal welfare we recommend this is shortened to a maximum of 14 days. There is certainly no reason then why discussions of this nature cannot be completed within 28 days.

5.2 Furthermore, there is currently no defined timeline for tenants to provide supplementary information upon request from a landlord. This lack of clarity could result in landlords imposing impractical deadlines for tenants to gather information such as microchip numbers, which may rely on the tenants being able to get the pet microchipped in the first place. This is especially likely for cats at present, for whom microchipping will not be compulsory until June 2024. To ensure transparency, it is essential to establish a clear timeline for this part of the process.

5.3 The Bill states that tenant requests for a pet must include a description of the animal. However, tenants looking to acquire a pet and seeking approval ahead of doing so, would not necessarily have the information required to provide a description. Consequently, despite a tenant going through the correct channels to seek approval, landlords could refuse requests for pets on the grounds that no description was provided. This in turn could mean we see an increase in tenants getting pets without consent; one in ten pet owning tenants are currently hiding an animal from their landlord.¹⁶ This has the potential to seriously undermine the intentions of the Bill and create distrust in the system. To address this issue, further clarity is therefore needed to define what information is required as part of the pet description and outline the associated timelines.

6.0 INSURANCE

6.1 Battersea and Mars Petcare research found that 42% of landlords would consider pets if they could insist on insurance against damage caused by pets, so we welcome the proposed changes to the Tenants Fees Act 2019, which will allow for pet insurance as a permitted payment. This is something for which we have long been campaigning, and we welcome its inclusion in the Bill. We anticipate further guidance on the potential role the insurance market can play in supporting pets in rental accommodation as currently, there is a limited selection of pet damage insurance products. Any accompanying guidance should outline viable insurance options for tenants and clearly define what landlords can reasonably request. It is crucial that a balance is struck between the needs of the landlord and affordable solutions for tenants to ensure that landlords feel protected, and renters are not priced out of owning a pet.

7.0 CLEARER GUIDANCE

7.1 We believe additional information is required to specify what constitutes 'unreasonably withholding consent', for instance whether landlords with apprehensions about potential financial losses would come under this definition. We also want to understand if and how animal welfare would be considered in these decisions and how landlords could be supported through these assessments.

8.0 COMMITTEE STAGE AMENDMENTS & RECOMMENDATIONS

¹⁶ <https://gbr.mars.com/petiquette>

- Extend the provisions in the Bill relating to pets to cover prospective tenancies as well as existing tenancies. This requires amendments being made to the 'Security of tenure' section of the Housing Act 1988.
- Remove the automatic exemption for superior landlords which allows them to overrule approvals to keep a pet, even if a landlord has agreed.
- Shorten the time limit within which landlords must respond to a written pet request from the current 42 days, down to 14 days to provide a more reasonable timeframe for both landlords and renters. Establish a timeline for tenants to provide supplementary information upon request from a landlord.
- Develop guidance which:
 - Clearly specifies what constitutes 'unreasonably withholding consent'.
 - Mandates that landlords thoroughly consider the possibility of allowing pets in their properties before new tenants finalise their agreements.
 - Defines what information is required as part of the pet description and outlines the associated timelines.
 - Outlines viable insurance options for tenants and clearly defines what landlords can reasonably request.

Battersea Dogs & Cats Home (Battersea) is registered in England and Wales (company no. 278802, charity no. 206394). Our registered address is 4 Battersea Park Road, London, SW8 4AA.