



## Trouble with your Landlord

Issues surrounding pet ownership by rental property tenants is a major concern to us at the Hamilton/Burlington SPCA. Many of the animals surrendered into our care over the last several years have been due problems between property owners and their tenants with pets. One of the best ways to deal with this sort of conflict is to arm yourself with knowledge; it just may keep you and your best furry friend together.

Rental agreements that contain a pet clause cannot be enforced. Clause 17, Section 14 of the [Ontario Residential Tenancy Act](https://www.ontario.ca/laws/statute/06r17) (<https://www.ontario.ca/laws/statute/06r17>) (ORTA) states, “A provision in a tenancy agreement prohibiting the presence of animals in or about the residential complex is void.” This means that even if you signed a lease or rental agreement that barred you from owning an animal, you still have the right to do. The property owner cannot declare that the contract has been violated and cannot use this a reason to terminate your agreement. However, the residential tenancy act only becomes enforceable when you become a tenant. It cannot prevent a landlord from denying you the rental because you advised them beforehand that you own an animal.

A landlord also cannot use your ownership of animal as a reason to evict you from the property. This is once again covered by the ORTA in Clause 17 Section 76 (1):

- ✓ *76.(1) If an application based on a notice of termination under section 64, 65 or 66 is grounded on the presence, control or behaviour of an animal in or about the residential complex, the Board shall not make an order terminating the tenancy and evicting the tenant without being satisfied that the tenant is keeping an animal and that,*
- ✓ *(a) subject to subsection (2), the past behaviour of an animal of that species has substantially interfered with the reasonable enjoyment of the residential complex for all usual purposes by the landlord or other tenants;*
- ✓ *(b) subject to subsection (3), the presence of an animal of that species has caused the landlord or another tenant to suffer a serious allergic reaction; or*
- ✓ *(c) the presence of an animal of that species or breed is inherently dangerous to the safety of the landlord or the other tenants.*

This means that a landlord must prove that your pet is dangerous, is causing severe allergies to themselves or other tenants, or is having a major and negative impact on their quality of life when on the property. But, keep in mind that a dog that is barking all day, the smell of dirty kitty litter that travels through the building, or damage to the apartment are all things that can reduce the enjoyment of the rental for the landlord or other tenants, and they are reasons for an eviction notice.

So who do you turn to for help if you feel that you are being treated unfairly? Before giving up your pet please contact both the [Landlord and Tenant Board](http://www.sjto.gov.on.ca/ltb/)  
<http://www.sjto.gov.on.ca/ltb/> and the [Human Rights Legal Support Center](http://www.hrlsc.on.ca/en/welcome)  
<http://www.hrlsc.on.ca/en/welcome>.