Centre for Public cplea Legal Education Alberta

LAWS FOR **LANDLORDS AND TENANTS** IN ALBERTA

Sample **Pet Agreement** for Alberta Renters

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Sample Pet Agreement for Alberta Renters

Why do you need a written agreement?

Pets are not addressed under Alberta's *Residential Tenancies Act* so it is up to the landlord to decide whether pets are allowed in the rental property. The residential tenancy agreement (the "lease") should clearly state whether or not pets are allowed. If the landlord allows pets in the rental property, then any pet rules should be fully explained to the tenant. A written pet agreement can help avoid problems between the landlord and the tenant in the future.

What should a Pet Agreement say?

The attached sample Pet Agreement contains some terms that may not apply to your situation, so it should be adapted to fit your particular situation. Additional terms should be added if they are needed. Before agreeing to terms in an agreement, the landlord and tenant should get legal advice.

DISCLAIMER

The sample Pet Agreement is provided for information purposes only and nothing in the sample agreement constitutes legal advice. The contents are provided as an information service and should not be relied upon for legal decision-making. The use of the sample agreement in no way creates a type of agreement or contract with the author(s). The sample agreement was developed in Alberta, Canada and incorporates the laws of Alberta. The laws in other jurisdictions may be different. You should contact a lawyer if you have any questions regarding applicable laws in your jurisdiction and to receive legal advice.

Sample Pet Agreement

This pet agreement ("agreement") is an amendment made on _____, 20____, to the residential tenancy agreement for the property located at _____ (address of rental property), between:

_____

Name of Landllord (the "landlord")

AND

_____

Name of Tenant (the "tenant")

THE LANDLORD AND TENANT AGREE AS FOLLOWS:

1. Permission

The tenant is permitted to keep the pet described in section 3 of this agreement in the rental property.

2. Condominium Board Approval

A. Is condominium board approval needed for pets to occupy the rental unit?

☐ Yes ☐ No

B. If approval is needed, then who is going to get this approval from the board?

☐ Landlord ☐ Tenant

3. Pet Details

Name of Pet: _____
Type of Pet: _____
Description: _____

4. Tenant's Responsibilities

The tenant is responsible and liable for any damage or injury caused by the pet, including but not limited to: damage caused to or in the rental property, and common areas.

5. Pet Policy, Bylaws and Rules

The tenant will obey the pet policy of the building (if any), condominium bylaws and rules on pets (if any). The tenant accepts that any breach of the pet policy, condominium bylaws or rules could result in the tenancy ending.

6. Landlord's Entry

A. The landlord has the right to enter the rental property without notice if there is reasonable cause to believe that:

   a. a pet has been left alone

   b. a pet is in distress

   c. a pet is creating a disturbance or

   d. any other emergency situation appears to exist

B. The landlord must try to contact the tenant before entering the rental property.

C. After entering the rental property under section 6A of this agreement, the landlord may need to make reasonable arrangements for the pet's care. The tenant agrees to reimburse the landlord for any reasonable costs for the pet's care.

7. Pet Fee or Pet Deposit

A. Is a non-refundable pet fee required?

   ☐ Yes ☐ No

   If yes, the tenant will pay the landlord $_____ as a non-refundable pet fee.

B. Is a refundable pet deposit required?

   ☐ Yes ☐ No

   If yes, the tenant will pay the landlord $_____ as a refundable pet deposit.

C. If a non-refundable pet fee is needed from the tenant, the tenant accepts that the landlord will not return any of this money to the tenant.

D. If a refundable pet deposit is required from the tenant, the landlord and the tenant both accept that the total of the pet deposit and security deposit will equal one month's rent or less. This pet deposit is fully refundable if the landlord finds that there are no damages to the property that are caused by or related to the pet.

8. Required Information

The tenant will give the following information to the landlord and notify the landlord in writing of any changes to the information:

Emergency caretaker for pet:

Name: _____

Address: _____

Home phone: _____ Cell phone: _____

E-mail: _____

Veterinarian:

Doctor: _____ Office: _____

Address: _____

Office phone: _____

E-mail: _____

9. Dispute Resolution

A. If a problem arises that is not directly dealt with by this agreement, the landlord and tenant agree to talk to each other about the problem with honest intention to resolve it.

B. If the landlord and the tenant cannot resolve the issue, then the landlord and the tenant agree to the following method of conflict resolution:

- ☐ Mediation
- ☐ Decision by Landlord

10. Additional Terms

The landlord and tenant can agree to additional terms. You should list them here.

11. Acceptance

The landlord has signed this agreement on _____, 20____.

Signature: _____

The tenant has signed this agreement on _____, 20____ and acknowledges receipt of a signed copy of this agreement..

Signature: _____

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