



## New Jersey Department of Community Affairs Division of Codes and Standards Landlord-Tenant Information Service



Jon S. Corzine  
Governor

Charles A. Richman  
Acting Commissioner

### PETS IN RENTAL UNITS BULLETIN

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This bulletin provides general information regarding the laws pertaining to pets in rental units, when there is or is not a “no-pet” provision in the tenant’s lease or rental agreement. There is no state law that prohibits landlords from requiring lease agreements that exclude pets in rental property, except in certain senior citizen housing projects and for handicapped, blind or deaf tenants. In general landlords have a right to include a “no pets” provision in the lease or rental agreement. This bulletin is for informational purposes only and should not be used for legal interpretations or legal advice. Please consult an attorney for legal services and advice when necessary.

#### SENIOR CITIZEN HOUSING PROJECTS

The Pets in Housing Projects law, N.J.S.A. 2A:42-103, et seq., defines “senior citizen housing project” as any building or structure having three or more rental dwelling units. It does not apply to owner-occupied premises that do not have more than three rental dwelling units, or any health care facility. Any senior citizen residing in a senior citizen housing project and providing written notice to the landlord is allowed to own or care for a pet.

A landlord may refuse to renew a tenant’s lease because of a pet, under the following circumstances:

1. if the pet’s existence or behavior violates federal, state or local building, health or use codes;
2. if the tenant fails to properly care for the pet;
3. if the tenant fails to control the pet, when taking the pet to or from the building, or if the tenant fails to take prompt action to remove any pet waste when requested by the landlord;
4. if the tenant fails to keep the pet’s waste functions confined to areas that do not interfere with the common areas or entrance and exit of anyone to or from the senior citizen housing project.

A municipal court may declare a dog to be potentially dangerous if the dog:

1. causes bodily injury to a person during an unprovoked attack, and poses a serious threat of bodily injury to a person
2. poses a threat or severely injured or killed another pet; or
3. the dog has been trained or encouraged to engage in unprovoked attacks on people or pets.

A landlord may require a tenant to remove a pet from the rental premises if the pet is a continuing nuisance to the welfare or property of the landlord or the other residents. If the tenant does not remove the pet, the landlord may file for an eviction for violating the lease due to a continuing nuisance created by the pet. The landlord has the burden of proving that the pet is a continuing nuisance. A continuing nuisance means that the pet's existence interferes with the health, security and comfort of other tenants or the number, size, breed or species of the pet is inappropriate for the type of housing accommodations.

Landlords have the right to create reasonable written rules and regulations regarding the care and maintenance of pets. These rules and regulations should be incorporated into the tenant's lease.

### **GUIDE OR SERVICE DOGS**

The Law Against Discrimination as set forth in N.J.S.A. 10:5-29.2, prohibits discrimination against handicapped, blind or deaf people in renting or leasing housing accommodations. A handicapped, blind or deaf person who has a service or guide dog, or who obtains a service or guide dog, shall have full and equal access to all housing accommodations and shall not be required to pay extra compensation. Any lease or rental agreement prohibiting pets shall not apply to a service or guide dog owned by a handicapped, blind or deaf tenant. The tenant is responsible for any damages done to the premises by the service or guide dog.

### **ADDING AND ENFORCING "NO PETS" PROVISION OF A LEASE**

George Young v. Victor Savinon, et al., 201 N.J. Super. 1, established the reasonableness requirement for changes in the provision of a lease (upon renewal). This case also established the precedent that allows tenants in certain circumstances to keep their existing pets at their rental units. In this case, the court found that tenants that were allowed to have pets and actually had pets living in their rental units at the beginning of their tenancy and continued to have those pets throughout their tenancies could not have their leases changed (upon renewal) by the new (or existing) landlord to prohibit the tenants from keeping the pets that they currently had. However, the landlord could prohibit the housing of any additional pets that those tenants may acquire in the future. A landlord may also prohibit existing and future tenants who do not own or maintain pets from caring for or maintaining pets on the premises.

### **TENANTS' RESPONSIBILITIES**

Tenants should maintain control of their pets and obey any lease requirements regarding the care and control of a pet's behavior, designated activity/walking areas and waste cleanup. Tenants should obey all Federal, State and Local laws regarding the maintenance of their pets. Pets should not create a continuing nuisance for other residents or the landlord. Landlords are not responsible for the actions of a tenant's pet, unless the landlord is aware of the pet's vicious propensity and fails to take action. If tenants do not obey pertinent laws, rules and regulations, the landlord may have cause to ask the tenant to remove the pet from the premises or the landlord may have cause for an eviction action.