

PETS 101

Landlord/Tenant law concerning animals
in the City of West Hollywood

Important Note:

This presentation explains some basic provisions of the City of West Hollywood's Rent Stabilization Ordinance and California landlord/tenant law.

It is not intended to act as a substitute for legal advice or for reading the law itself.

Presentation Outline

Leases and Pet Rules

- Leases govern right to pet
- “No pets” clauses enforceable
- When some tenants have pets and others don’t
- Visiting pets and visitors with pets
- Replacement pets allowed
- Tacit approval - when a landlord doesn’t object
- Number of dogs and cats allowed
- Pet rent and pet deposits
- Increase in security deposit

When an Animal Must Be Allowed

- FHA’s “reasonable accommodation” for disability
- FHA standard is different from ADA
- How to evaluate “reasonable accommodation” request
- Documentation of disability
- Landlord may not unreasonably withhold consent
- No increase in security deposit allowed

When an Animal Must Be Allowed – cont’d.

- City’s Rent Stabilization Ordinance
- Different conditions than FHA
- Allows seniors, disabled and HIV/AIDS
- Limits animals—two dogs, cats, birds
- Does not apply to condominiums
- Limited security deposit increases for seniors
- Court decides disputes
- Discrimination complaints

Animal Care and Control

- Dogs and cats licensed and vaccinated
- Animals must not create a nuisance
- Leash law
- Barking dogs
- Poop law
- Dangerous dogs
- Health Code issues
- Prohibited home occupations

Leases and Pet Rules

- Lease governing the tenancy determines a tenant's right to have pets, unless the tenant qualifies for an animal under the City's ordinance or as a "reasonable accommodation" for his or her disability.
- "No pets" clauses are legal and can be enforced. The tenant could be evicted for violating the clause.
- It is legal for the landlord to allow pets for some tenants, and not for others. It becomes illegal if the landlord's basis for discriminating violates protections in the law. For example, men may have pets, but not women; white people may have pets, but not Latinos, etc.
- "No pets" clauses also apply to animals that are in the unit temporarily or brought to the unit by a houseguest.

Leases and Pet Rules – cont'd.

- WHMC §17.52.010.2(f) states that a tenant may not be evicted for the:

“possession of one or more pets, if the possession of pets of substantially the same type and number have been permitted at any time during the tenancy.”

- As soon as the landlord becomes aware of a “no pets” violation, he or she should raise the issue with the tenant. Failure to do so may be interpreted by a Judge in Court as tacitly amending the lease and approving the pet if the landlord tries to evict the tenant later.
- Not more than three dogs and not more than five cats are allowed in a residential dwelling unit pursuant to LA County Code §10.20.038.

Leases and Pet Rules – cont'd.

- “Pet rent” is not legal as an additional charge pursuant to the Rent Stabilization Ordinance. In properties not subject to the RSO, pet rent may be added if the tenancy is on a month-to-month basis, or by mutual agreement between landlord and tenant during the term of a lease.
- Designation of a rent amount as “pet rent” is not necessary. If tenant no longer has a pet, than the charge for “pet rent” cannot continue.
- “Pet deposit” is part of the security deposit pursuant to **Civil Code §1950.5(b)** and is not a deposit in an addition to the two months rent total allowed.
- Designation of an amount as “pet deposit” earmarks that portion of the security deposit for damage caused by the pet only.

Leases and Pet Rules – cont'd.

- For rental units subject to the RSO, the Ordinance prohibits increasing the security deposit after the inception of the tenancy. However an additional deposit of up to one month's may be added for a new pet in the situation described below.
- **WHMC §17.32.020.2** states: *“In addition to the security deposit collected at the inception of the tenancy, a landlord may collect an additional security deposit of up to one month’s rent with the written consent of the tenant(s) who are providing the deposit where the landlord agrees in return for said deposit to permit the tenant(s) to have pets which were not permitted previously during the tenancy. However, in no event may the total security deposit collected exceed the maximum set by state law.”*
- Tenant is responsible for any damage to the premises caused by the pet, including the common areas of the building, irrespective of the deposit held.

When an Animal Must Be Allowed

- Irrespective of a “no pets” clause in a lease, a tenant has the right to:
 - a service animal as defined by HUD (sometimes called an assistive animal) as a “reasonable accommodation” under the Fair Housing Act.
 - an emotional support animal pursuant to the City’s Municipal Code.
- Under HUD’s rules, a service animal or assistive animal is **any animal** that:

“provides assistance, performs tasks or services for the benefit of a person with a disability, or provides emotional support that alleviates one or more of the identified symptoms or effects of a person’s existing disability...For purposes of reasonable accommodations requests, there is no requirement that the animal be individually trained or certified. While dogs are the most common type of assistance animal, other animals can also be assistance animals.”

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When an Animal Must Be Allowed – cont'd.

- HUD's rules under the Fair Housing Act are often confused with the requirements of the Americans with Disabilities Act, which do not apply to residential housing. The ADA, which applies to government facilities, businesses, public buildings and public accommodations defines "service animal" more narrowly than HUD does, and it prohibits business owners from requiring proof of disability. HUD allows it in response to a reasonable accommodation request.
- Directive from the U.S. Department of Justice, Civil Rights Division, Disability Rights Section affirms that the ADA definition of service animal does not affect or limit the broader definition of service animal or assistance animal under the Fair Housing Act or a broader definition under State and local law. Available at http://www.ada.gov/service_animals_2010.htm

When an Animal Must Be Allowed – cont'd.

- According to HUD, when evaluating a reasonable accommodations request for an animal, the landlord should apply the same general principles applicable to all reasonable accommodation requests:
 - 1) Does the person seeking the reasonable accommodation have a disability?
 - 2) Is there a disability-related need for the accommodation?
- If the disability is readily apparent, for example a blind person who requests a reasonable accommodation for a seeing eye dog, the landlord may not ask for documentation of the disability or need.
- The landlord may ask persons who are seeking an emotional support animal for proof of the need.

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When an Animal Must Be Allowed – cont'd.

- Documentation from a physician, psychiatrist, social worker, or other mental health professional that the individual is disabled and the animal provides emotional support that alleviates one or more of the identified symptoms or effects of an existing disability is sufficient proof.
- Landlords may not ask what is the disability, or for access to medical records or medical providers, or detailed or extensive information or documentation of a person's physical or mental impairments.
- A landlord may not unreasonably delay or deny consent.
- No payment of a fee or increase in security deposit is allowed. Nevertheless, the tenant is responsible for any damage or cleaning necessitated by the animal.

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When an Animal Must Be Allowed – cont'd.

- Pursuant to **WHMC §17.52.010.2(g)**, a landlord may not evict a tenant for violating a “no pets” clause in the lease under these circumstances.

“Possession of two or fewer pets, if:

- 1) The tenant owning the pet(s) is at least sixty-two years of age, or is disabled, or is living with HIV/AIDS;
- 2) The pet or pets are domesticated dogs, cats or birds weighing not more than thirty-five pounds;
- 3) The pet or pets do not interfere with the quiet enjoyment of the premises by other persons or otherwise constitute a nuisance or a threat to the health, safety or welfare of other persons residing in or having lawful access to the premises;
- 4) The tenant does not reside in a condominium unit; and
- 5) The tenant deposits with the landlord, upon demand therefor, an increase in the security deposit of not more than twenty-five percent of the existing deposit, but in no event to exceed the maximum allowed by the California Civil Code. But a landlord may not charge an additional security deposit for an emotional support animal that the tenant’s treating physician or a psychiatrist has prescribed as medically necessary to help the tenant cope with his or her disability. Nothing in this section is intended to contradict any provision of state or federal law which prohibits landlords from charging a security deposit for service animals such as seeing-eye or signal dogs.

When an Animal Must Be Allowed – cont'd.

Here is a summary of the differences between an animal as reasonable accommodation and an animal pursuant to the Municipal Code.

Reasonable Accommodation: Only if disabled, but allows any type of animal, any size of animal, any number of animals and on any property. No additional security deposit allowed.

Municipal Code: Allows seniors, disabled and persons with HIV/AIDS, but limits the number of animals to two, animals must be birds, cats or dogs weighing not more than thirty five pounds. Does not cover rentals of condominium units. Allows an increase in security deposit of 25%, but only when the animal is not certified as medically necessary, for example when someone is a senior.

When an Animal Must Be Allowed – cont'd.

Below is a summary of additional security deposit allowances. The total of all deposits held by the landlord cannot exceed two months rent pursuant to California law.

Up to 1 month's rent: Tenant signed a “no pets” lease. Landlord agrees to change the lease and allow a pet. Tenant does not qualify for a service animal or emotional support under the FHA or Municipal Code.

No additional deposit: Tenant with a disability gets a service animal or emotional support animal as a reasonable accommodation pursuant to the FHA or under the Municipal Code.

Up to 25% of the current deposit: Tenant gets an emotional support pursuant to the Municipal Code, but the animal is not certified as medically necessary, but only when the animal is not certified as medically necessary, for example if the tenant is a senior.

When an Animal Must Be Allowed – cont'd.

- Disputes involving service animals, assistive animals and emotional support animals, including a tenant's right to "reasonable accommodation" or an animal's status under applicable law, ultimately are decided in Court. However, to get an informed opinion without litigating, contact the Housing Rights Center. The Center's information is listed under Resources.
- Complaints regarding a landlord unreasonably withholding consent or discrimination based on disability may be filed with the Housing Rights Center, the California Department of Fair Housing and Employment or HUD. Contact information for each is listed under Resources.
- Note: Discrimination complaints must be filed within one year of the alleged act of discrimination for all potential remedies to be available to the complainant.

Animal Care and Control

- All dogs or cats over the age of 4 months, or within 10 days of entering the jurisdiction, must be licensed annually and a tag must be securely affixed to the collar of the animal. (Los Angeles County Code §10.20.180 and §10.20.190)
 - Licensing may be done through LA County or at City Hall.
 - Financial assistance and/or reduced fees may be available.
- All dogs over the age of four months must be implanted with a microchip and the number must be provided to the Department. (Los Angeles County Code §10.20.185)
- Any animal kept by a tenant must not create a nuisance or be a threat to others. Owner is responsible for animal misconduct, which may result in fines for violations. Also, a tenant may be evicted for nuisance pursuant to the Rent Stabilization Ordinance if the animal misconduct occurs on the property.

Animal Care and Control – cont'd.

- The following Ordinances cover issues of animal control and the owner's responsibility for animal conduct. The City's Code Compliance division is the enforcement agency. Contact information is listed under Resources.
- Leash Requirements

It is not permissible to let a dog run at large on any streets, public places, or private property belonging to anyone other than the owner, day or night, with or without a license. ([Los Angeles County Code §10.32.010](#)).
- Barking Dogs

Any pet owner or custodian who allows a dog to bark continuously or for an extended period of time in a manner that annoys the neighbors and disturbs the peace and tranquility of the neighborhood may be guilty of allowing a public nuisance and punishable by a misdemeanor with a fine of up to \$1000 and/or six months in jail. ([California Penal Code §373A](#) and [Los Angeles County Code §10.40.065](#))

Animal Care and Control – cont'd.

- Poop Law

Anyone walking a dog on any property other than their own must carry a suitable bag or container for the purposes of removing feces and to immediately remove any feces once deposited by their dog. ([Los Angeles County Code §10.40.060](#))

- Dangerous Dog

A dog or other animal is deemed to be dangerous when it shall have attacked, bitten or caused personal injury to any person or domestic animal without provocation, or when a propensity to attack, bite or cause personal injury to persons or domestic animals exists or ought reasonably to be known to the animal's guardian. Dogs or other animals that pose a danger to public safety may have restrictions placed on their continued ownership in the interest of public safety. Owner may be fined, have restrictions on ownership imposed. In the most extreme circumstances, a dog or other animal determined to be vicious may be ordered destroyed. ([WHMC §9.48.040](#))

Animal Care and Control – cont'd.








- Animal waste that isn't removed from private property may constitute a health code violation. The property owner could be cited by the Los Angeles County Health Department for the violation. If there is sufficient evidence as to who is responsible, the owner may be able to pass costs to the tenant, or use the citation as part of an eviction action in Court.

- Prohibited home occupations regarding animals:

Animal hospitals or the harboring, raising, training, or treatment of animals or birds for commercial purposes. This prohibition does not preclude the occasional sale of a litter of puppies or kittens. (WHMC §19.36.140)

Dog walking businesses when animals are brought to the residence of the walker. (WHMC §19.36.140)

Resources

	<p>Bet Tzedek Legal Services – 323-549-5841 ***BY APPOINTMENT ONLY*** Website: www.bettzedek.org 3250 Wilshire Blvd., 13th Fl., Los Angeles, CA 90010-1509 Legal Aid including representation in evictions court. Call for an appointment first.</p>
	<p>Coalition for Economic Survival (CES) – 213-252-4411 Website: www.cesinaction.org Plummer Park – 7377 Santa Monica Blvd., West Hollywood, CA 90046 Wednesday 7 p.m. and Saturday 10 a.m. They see people on a walk-in basis and give advice regarding landlord-tenant issues. They do not represent in court.</p>
	<p>Eviction Defense Network – 213-385-8112 Website: www.evictiondefensenetowork.org Guaranteed representation for LA County tenants facing eviction as long as they come in a week before the trial. Fee on a sliding scale but no one is turned away for lack of funds.</p>
	<p>Los Angeles County Bar Association – 213-243-1525 Lawyer Referral and Information Service Website: www.lacba.org This referral service is a nonprofit public service that allows members of the public to find a qualified attorney and get general information about common legal issues. There is no cost to access information through the LRIS and there is no fee to get a referral to an attorney.</p>
 Santa Monica Court	<p>Santa Monica Courthouse – 310-260-0070 Website: www.lasuperiorcourt.org/locations (search for Santa Monica Court) 1725 Main Street, Santa Monica, CA 90401 This court has jurisdiction over all West Hollywood unlawful detainer (UD) cases. Due to court budget cutbacks and reorganization, please call first to confirm jurisdiction and location.</p>
 Inglewood Court	<p>Inglewood Courthouse – 310-419-5132 ***SMALL CLAIMS CASES ONLY*** Website: www.lasuperiorcourt.org/locations (search for Inglewood Court) One Regent Street, Inglewood, CA 90301 This court has jurisdiction over all West Hollywood small claims cases. Due to court budget cutbacks and reorganization, please call first to confirm jurisdiction and location.</p>
	<p>Small Claims Court Advisors – 213-974-9759 Website: http://www.dca.lacounty.gov/ They will give you advice about the procedures for filing Small Claims cases in court. For example, they give advice regarding security deposit issues.</p>

Animal Care & Control – General (LA County)	(800) 253-3555
http://animalcare.lacounty.gov/wps/portal/acc/home/	
Animal Care Center (serves West Hollywood)	(310) 523-9566
http://animalcare.lacounty.gov/wps/portal/acc/home/	
City Code Compliance	(323) 848-6516
http://www.weho.org	
Dept. of Fair Housing & Employment (complaint)	(800) 884-1684
http://www.dfeh.ca.gov/Complaints_ComplaintProcess.htm	
Environmental Health (LA County)	(213) 351-7896
http://lapublichealth.org/eh/	
Housing Rights Center	(800) 477-5977
Los Angeles Office 3255 Wilshire Blvd., Suite 1150 Los Angeles, CA 90010 http://www.hrc-la.org	
HUD (discrimination complaint)	(800) 669-9777
http://portal.hud.gov/hudportal/HUD?src=/topics/housing_discrimination	
PAWS/LA	(213) 741-1950
1150 S. Hope St. #A Los Angeles, CA 90015 http://www.pawsla.org/	

Contact Us:

Rent Stabilization and Housing Division

West Hollywood City Hall

8300 Santa Monica Boulevard

West Hollywood, California 90069

Phone: 323-848-6450 Fax: 323-848-6567

Monday thru Thursday

8 am until 5 pm

Friday

8 am until 4:30 pm

E-mail: RSD@weho.org

City's Web Site: www.weho.org