



SOCIÉTÉ POUR LA PRÉVENTION DE LA CRUAUTÉ ENVERS LES ANIMAUX (CANADIENNE)  
THE CANADIAN SOCIETY FOR THE PREVENTION OF CRUELTY TO ANIMALS

Siège social  
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## **PROHIBITION ON ANIMAL OWNERSHIP IN A RESIDENTIAL LEASE: STATE OF THE LAW**

*Please note that the information contained in the present document is provided for general information purposes only and does not constitute legal advice or opinion of any kind, nor does its provision form the basis of a lawyer-client relationship. The Montreal SPCA recommends obtaining independent legal counsel regarding any specific legal issues. While the Montreal SPCA has made reasonable efforts to ensure that the information contained in the present document is accurate, it does not guarantee the accuracy, currency, or completeness of the material.*

### Validity

Clauses that prohibit tenants living in a residential housing unit from having animals are generally valid. Indeed, such clauses are not considered unreasonable or contrary to the *Charter of Human Rights and Freedoms*, as long as they do not target a particular group of individuals (e.g. the elderly or individuals with disabilities). Thus, a landlord is free to add such a clause in a residential lease and the tenant will be required to respect it and abide by it, as long as he/she has freely consented to it.

### Tolerance and waiver

If the landlord and the tenant sign a residential lease that includes a no-pet clause, but for whatever reason, the landlord decides to tolerate the presence of the tenant's animal for a certain period of time, the said clause does not become invalid or inapplicable. Consequently, the landlord can decide, at any given time, to enforce the clause because the fact that he/she has not enforced it yet doesn't mean that he/she has waived the right to do so. Even if during this tolerance period, the animal has not caused any trouble or any sort of damages, this cannot be used as an argument to oppose the enforcement of the no-pet clause. If the landlord wishes to effectively waive his/her right to enforce such a clause, he/she must do so clearly and unambiguously, ideally in writing.

### Exception

There exists one important exception to the quasi-automatic validity of no-pet clauses: the exception for service animals, who are used to help a person overcome a disability (e.g. seeing eye dogs for the blind), and animals used for physician prescribed zootherapy purposes.



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### Enforcement of the clause

If a landlord wishes to enforce a no-pet clause, he/she must necessarily go through the *Régie du logement* (“*Régie*”) in order to do so. In other words, without appealing to the *Régie*, a landlord cannot simply force a tenant to get rid of his/her animal. Thus, the tenant can remain in possession of his/her animal pending the *Régie*’s final judgment. That being said, the *Régie* generally tends to uphold no-pet clauses. This does not mean that all cases are adjudicated in favor of landlords, but it is important to remain realistic in terms of expectations and possible outcomes.

If a landlord decides to institute proceeding in front of the *Régie*, he/she will have to serve his/her tenant so that the tenant is notified of the proceedings. The *Régie* will then send both parties a notice informing them of the date and time of the hearing.

In order to successfully challenge a landlord’s action aiming to enforce a no-pet clause, the tenant will have to establish that the landlord’s enforcement of the clause is abusive, unreasonable, or was undertaken with the intention of adversely affecting the tenant.

### Recommendations

In order to avoid any problems, a pet-owning tenant should act in a particularly respectful fashion towards the premises, the landlord, and the other tenants. He/she should also take certain basic precautions to ensure that any disturbance caused by his/her animal is kept to a minimum. Such precautions include ensuring:

- That the animal is sterilized
- That the animal’s vaccines are up-to-date
- That the animal has a valid municipal licence
- That all necessary measures are taken to avoid or resolve any behavioural problems that could cause a disturbance (e.g. barking) or that could cause damage to the housing unit (e.g. by making sure not to leave the animal alone for long hours in the apartment, ensuring that the animal receives enough stimulation and exercise, or by following dog training classes)
- To always pick up after the the animal, especially if the animal goes outdoors



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### Additional information

For additional information, please refer to the following websites:

- Éducaloi: [www.educaloi.qc.ca/en/capsules/pets-rental-housing](http://www.educaloi.qc.ca/en/capsules/pets-rental-housing)
- Régie du logement: [www.rdl.gouv.qc.ca/en/accueil/accueil.asp?intNouvID=273](http://www.rdl.gouv.qc.ca/en/accueil/accueil.asp?intNouvID=273)