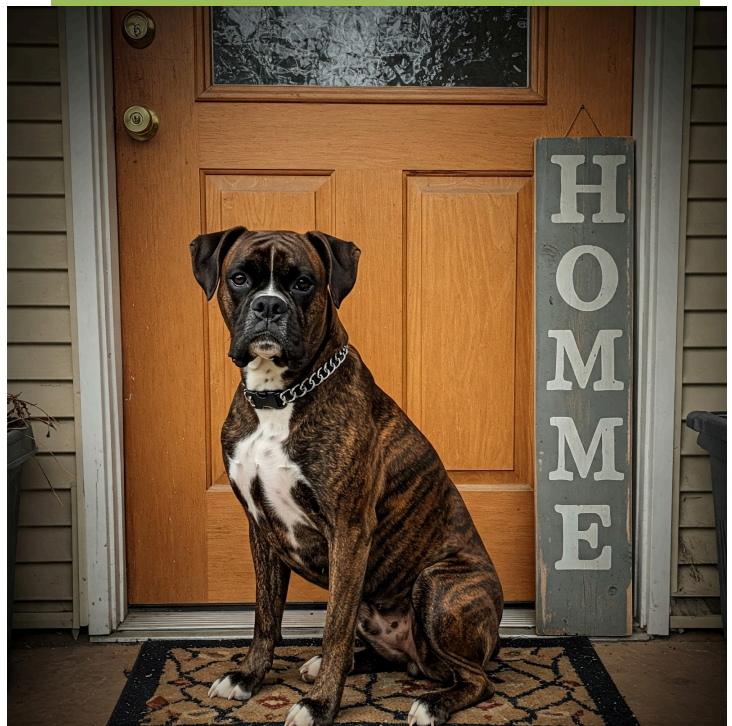


2025

April 1
Legal
Memorandum

Legislative and Policy Review of Tenant's Rights to Pets in Canada

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**PAWS IN
PLACES**



Table of Contents

1. Preface.....	4
2. Executive Summary.....	6
3. Legislation Overview.....	7
4. Introduction.....	8
5. Who governs housing in Canada?.....	11
6. Provincial and Territorial Breakdown.....	13
a. Alberta.....	13
b. British Columbia.....	14
c. Manitoba.....	16
d. New Brunswick.....	17
e. Newfoundland and Labrador.....	18
f. Northwest Territories.....	19
g. Nova Scotia.....	20
h. Nunavut.....	20
i. Ontario.....	21
j. Prince Edward Island.....	25
k. Quebec.....	26
l. Saskatchewan.....	28
m. Yukon.....	31
6. Conclusion and Key Takeaways.....	31
7. Bibliography.....	33

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Note: *Photos were generated with Google Gemini from March 25 to 27, 2025, unless otherwise noted.*



Dogs and family data collected as part of
Angus Reid Omnibus Survey: April, 2024
Social Sciences and Humanities Research Council of Canada

Conseil de recherches en sciences humaines du Canada



In partnership with Humane Canada, this poster was developed featuring data from a recent national survey conducted by researchers at the University of Saskatchewan in partnership with Paws in Places, the Pawsitive Connections Lab, and Angus Reid Group. The recommended APA citation for this data is: Lawson, K., Williamson, L., Dell, C., & Humane Canada. (April, 2025). *Let's Make Rental Housing Pet Friendly*. [Poster x 3]. University of Saskatchewan PAWSitive Connections Lab: Saskatoon.

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1. Preface

In recent decades, there has been an increase in the number of companion animals (pets) living with humans in Canada, with most recent estimates suggesting 60% of households have at least one cat or dog.¹ A recent Angus Reid Institute public opinion poll found that:

- **82% of Canadians** who live with dogs consider dogs to be family members;
- **77% of Canadians** believe dogs contribute to their emotional well-being; and
- **81% of Canadians** who live with dogs agree they can bond as strongly to a dog as a person.²

There is also peer-reviewed research demonstrating the human health benefits of interacting with animals, such as therapy dogs and living with animals.³ However, people living with pets also report challenges. For instance, some living with pets navigate financial difficulties related to their pets' care (e.g. accessing necessary veterinarian care),⁴ as well as barriers accessing housing that is suitable and affordable.⁵ People surrendering their pets to shelters often report income and housing issues⁶ that have likely been exacerbated by the affordability and housing crisis over the past few years. Such difficult decisions can be marked by grief and loss and undermine the welfare of animals, including placing them at risk of euthanasia.⁷

Prompted by research about human-animal relations, we expanded the focus of our PAWS in



¹ [Canadian Animal Health Institute, "Latest Canadian pet population figures released" \(2019, Jan 28\), Canadian Animal Health Institute](#); [Canadian Animal Health Institute, "Latest Canadian pet population figures released" \(2022, Sept 22\), Canadian Animal Health Institute](#).

² [Karen Lawson, Linzi Williamson, Colleen Dell, Humane Canada & PAWSitive Connections Lab, "Let's make rental housing pet friendly" \(April, 2025\). \[Poster x 3\] University of Saskatchewan PAWSitive Connections Lab](#).

³ [Helen Louise Brooks et al, "The power of support from companion animals for people living with mental health problems: a systematic review and narrative synthesis of the evidence" \(2018\) 18:1 BMC psychiatry, 31, 1-12](#); [Colleen Dell et al, "PAWSing student stress: A pilot study of the St. John Ambulance Therapy Dog Program on three Canadian campuses" \(2015\) 49:4 Canadian Journal of Counselling and Psychotherapy 332-359](#); [Colleen Dell et al, "Effects of a therapy dog program on the wellbeing of older veterans living in a long term care residence" \(2018\) 6:2 Human-Animal Interaction Bulletin 83-102](#); [C E Lynch et al, "Pet therapy program for antepartum high-risk pregnancies: a pilot study", \(2014\) 34:11 Journal of Perinatology 816-8](#); [Francesca Moretti et al, "Pet therapy in elderly patients with mental illness" \(2011\) 11:2 Psychogeriatrics 125-129](#); [Hannah Wright et al, "Pet dogs improve family functioning and reduce anxiety in children with autism spectrum disorder" \(2015\) 28:4 Anthrozoös 611-624](#).

⁴ Canadian Animal Health Institute, *supra* note 1.

⁵ [Taryn M. Graham, Katrina J. Milaney, & Cindy L. Adams et al, "'Pets Negotiable': How Do the Perspectives of Landlords and Property Managers Compare with Those of Younger Tenants with Dogs?" \(2018\) 8:3 Animals 32 1-13](#).

⁶ [Emily D Dolan et al, "Risk factors for dog relinquishment to a Los Angeles municipal animal shelter" \(2015\) 5 Animals 1311-1328](#); [Kim Lambert et al, "A systematic review and meta-analysis of the proportion of dogs surrendered for dog-related and owner-related reasons" \(2015\) 118:1 Preventive Veterinary Medicine 148-160](#).

⁷ [Jennifer Labrecque & Christine A Walsh, "Homeless women's voices on incorporating companion animals into shelter services" \(2011\) 24:1 Anthrozoös 79-95](#).



PLACES campaign to support the growth of pet-friendly⁸ rental housing in Saskatoon and Saskatchewan. The PAWS in Places campaign broadly focuses on sharing evidence-based knowledge to raise awareness about the potential benefits of pets in the workplace, rental housing, and other spaces.⁹

This was originally a collaborative effort of Dr. Dell's office of One Health and Wellness, the Western College of Veterinary Medicine, Royal Canin, a division of MARS Petcare (funded until 2023), and the [PAWSitive Connections Lab](#). Outputs from the PAWS in Places campaign include the [Saskatoon Pet-Friendly Rental Housing Guide](#), [pet awareness rental housing posters](#), and a [pet-friendly workplace infographic](#). In 2023, PAWS in Places collaborated with the SaskSPCA to establish a working group focusing on pet-friendly housing in Saskatchewan. The goal is to improve access to rental housing for people with pets living in Saskatoon and Saskatchewan. The PAWS in Places team contracted Adrienne Tessier, a recent graduate of the University of Saskatchewan College of Law (LLM, 2024), to review Canadian provincial housing law, and to produce a memo summarizing the current landscape of housing for people with pets. This memo has been reviewed by members of the PAWS in Places team (Colleen Dell, Linzi Williamson and Holly McKenzie and Aliya Khalid). Informed by the overall purpose of this campaign, our aim with this memo is to equip people with knowledge about existing laws to support their navigation of rental housing and advocacy to increase access of pet-friendly housing.

--Dr. Holly McKenzie, Dr. Colleen Dell, and Dr. Linzi Williamson



From left to right: Dr. Holly McKenzie (and Opal), Dr. Colleen Dell (and Subie), Dr. Linzi Williamson (and Steve), Aliya Khalid (and Haruki), and Adrienne Tessier (and Maya).

⁸ We understand pet-friendly housing as housing that allows pets and can include restrictions. Pet-inclusive housing is housing that has no restrictions on breed, size, species, or number of pets, and may have design-features that support pets' welfare and wellbeing. In this work, we are focused on supporting the growth of pet-friendly housing first, with the intention to also work to advance pet-inclusive housing once pet-friendly housing is accessible in Saskatoon and Saskatchewan, see [Dianne Prado, "A Legal Opinion: Pets and Housing in the United States" in *The Routledge International Handbook of Human-Animal Interactions and Anthrozoology* \(Routledge, 2023\).](#)

⁹ A recent environmental scan conducted internally for the PAWS in Places initiative identified that our campaign's focus resonates with other North American organizations' work in this area, much of it focuses on educating renters about laws related to living with pets in rental housing, and renters' rights.



2. Executive Summary

"Generally, tenants with pets face more legal barriers to finding housing than those without pets. No province protects pet owners from discrimination when applying for housing unless they are service dog handlers."

The rights of tenants to have pets in rented dwellings¹⁰ vary across Canada. Generally, tenants with pets face more legal barriers to finding housing than those without pets.¹¹ No province protects pet owners from discrimination when applying for housing unless they are service dog handlers.

In eight jurisdictions, there is no legislation regulating the rights of tenants to have pets, that is, regulating the tenant-landlord relationship with regards to pets.¹² As such, it is entirely up to landlords whether they would permit a tenant to have a pet on their property. This not only limits the available stock of pet-friendly or pet inclusive housing but also makes tenants vulnerable to service charges, "pet rent" (i.e. paying higher rent because they have an animal), or pet deposits. In Saskatchewan, for instance, while the residential tenancy legislation is silent on the issue of pets, the Office of Residential Tenancies has explicitly ruled that asking tenants to pay a pet deposit is a way of resolving conflicts between the parties after the tenant moves out.¹³

Regulating pet deposits has been one legislative response to the need for pet-friendly housing. Manitoba, the Northwest Territories, and British Columbia have all opted to regulate when and how much a landlord can ask for as a pet deposit. Pet deposits are illegal in New Brunswick, Quebec, Prince Edward Island, the Yukon, and Nova Scotia, due to legislative provisions that bar landlords from asking for money other than a security deposit (and in the case of Quebec, any money other than the rent payment).

Ontario is the only province that protects the rights of renters to have pets. "No pet" clauses in rental agreements are illegal, and landlords may only evict tenants for reasons related to their animals in limited circumstances.¹⁴

This issue is frequently litigated in Canada and has also been the subject of legislative debate. In 2023, in Quebec, the opposition Quebec Solidaire introduced a bill that would amend the *Civil Code of Quebec* to make "no pet" clauses in leases for companion animals without effect,

¹⁰ The term "dwelling" is used in order to be inclusive of all kinds of rented spaces.

¹¹ In this memo, "pets" refers to companion animals, as opposed to trained service animals.

¹² See summary table of residential tenancy legislation, in Section 2. Legislation Overview.

¹³ See *Kusey v Wolowidnyk*, 2020 SKORT 981 at para 34.

¹⁴ See *Residential Tenancies Act*, 2006, SO 2006, c 17 at s 76(1).



essentially banning them.¹⁵ Similarly, when Prince Edward Island was amending and re-introducing its residential tenancy legislation in 2023, the opposition Green party asked for legislative provisions on pets.¹⁶ Unfortunately, no regulations related to pets were included in the final draft of the legislation.

3. Legislation Overview

Province	Tenant right to Pets	Landlord right of refusal when applying	Pet Deposits	“No pet” clauses	Legislation Silent ¹⁷
Alberta	No	Yes	Legal	Legal	Yes
British Columbia	No	Yes	Regulated by statute	Legal	No
Manitoba	No		Regulated by statute	Legal	No
New Brunswick	No	Yes	Illegal	Legal	Yes
Newfoundland and Labrador	No		Legal	Legal	Yes
Northwest Territories	No	Yes	Regulated by statute	Legal	No
Nova Scotia	No		Illegal ¹⁸	Legal	Yes
Nunavut	No	Yes	Legal	Legal	Yes
Ontario	Yes	Yes	Legal	Illegal	No
Prince Edward Island	No	Yes	Illegal	Legal	Yes
Quebec	No		Illegal	Legal	Yes
Saskatchewan	No	Yes	Legal	Legal	Yes
Yukon	No	Yes	Illegal	Legal	No

¹⁵ [Bill 494, An Act to amend the Civil Code to render without effect the clauses of a lease of a dwelling tending to prohibit companion animals](#), 43rd Leg, 1st Sess 2023.

¹⁶ [Shane Ross, “Most rent hikes on P.E.I. would be capped at 3% under new Residential Tenancy Act” \(15 November 2022\) CBC News.](#)

¹⁷ “Silence” means that the statute regulating residential leases does not contain any provisions on pets. As such, pets in residential tenancies are regulated on a lease-by-lease basis and through the courts.

¹⁸ Note that “illegal” in this context refers to prohibitions on extra charges or deposits in addition to rent.



4. Introduction

This memo summarizes the legal landscape across Canada regarding tenants' rights to have pets in rented dwellings. For clarity:

- Pets: Refer to companion animals not trained to perform specific tasks or services for their handlers
- Service Dogs: Are specifically trained and socialized to perform tasks/services for handlers with disabilities. A "handler" requires the dog due to their disability.

This memo covers:

- A discussion of the constitutional framework governing housing in Canada.
- A breakdown of provincial and territorial laws and policies applicable to tenants with pets.
- The rights afforded to service animals and their handlers.
- Applicable residential housing and human rights legislation in each jurisdiction, including acts specific to service dogs.
- Key takeaways from this legislative scan for stakeholders.

This memo does not address "emotional support animals" (ESAs). ESAs are an American category under the *Fair Housing Act*, defined as animals providing emotional support that alleviates effects of a person's disability¹⁹. Unlike trained service dogs under the *Americans with Disabilities Act* (guaranteed access to housing and public spaces), ESAs' rights primarily concern non-discrimination in housing²⁰. Service dogs are trained for specific tasks; ESAs require no training. In Canada, the Canadian Transportation Agency (CTA) requires airlines to carry ESAs under certain conditions.²¹ Provincially, ESAs are not generally recognized in human rights codes, though the Saskatchewan Human Rights Commission's Policy on Support Animals does recognize them²².

¹⁹ US Department of Housing and Urban Development, "Assistance animals" (2020) online: *HUD.gov* <https://www.hud.gov/program_offices/fair_housing_equal_opportunity/assistance_animals>. See 42 U.S.C. § 3604(f)(3)(B).

²⁰ See *Americans with Disabilities Act*, Title II Regulations § 35.104 Definitions.

²¹ [Decision No. 105-AT-C-A-2023, \(2023\) \(Canadian Transportation Agency\)](#).

²² See Saskatchewan Human Rights Commission, "Policy on Service Animals" (22 August 2016).



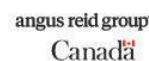
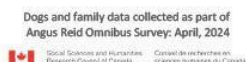
This memo does not include:

- Legislation regarding condominiums and condo boards, which often have distinct legal regimes.²³
- Specific policy recommendations.

The relative silence of many residential tenancy acts on this issue belies the active litigation and legislative debate surrounding it. Courts have clarified the intersection of housing and human rights law concerning tenants and pets, while also considering landlords' property rights. This memo will begin with a brief overview of the constitutional framework for housing in Canada, followed by a jurisdiction-by-jurisdiction analysis, and conclude with key takeaways for stakeholders.



²³ For example, in Ontario, condo boards are still able to prohibit pets on the premises, despite the right of tenants to have pets being enshrined in legislation. See [Condominium Authority of Ontario, “Legal Considerations – Pet and animal provisions” \(2024\).](#)



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5. Who governs housing in Canada?

While the federal government has become more involved in housing in recent years in response to the affordable housing crisis, even appointing a minister responsible for housing, it is not formally the responsibility of the federal government.²⁴ A strict reading of the Constitution shows that housing is firmly in the hands of the provincial government. Section 92(15) of the *Constitution Act, 1867* states that provinces are responsible for “Property and Civil Rights in the Province”.²⁵ This was intentionally done to protect Quebec’s unique civil law system. Territories exercise much the same powers as provincial governments through the federal acts that created them.²⁶ The only significant exception to this legal regime in provinces and territories is that on-reserve housing remains a federal responsibility.²⁷

However, the federal government is still very involved in the housing market. Recently, the government introduced the National Housing Strategy to fund new affordable housing units, renovate existing units, and research.²⁸ As well, the Canada Mortgage and Housing Corporation (CMHC), which is mandated to improve housing in the country, is a federal Crown Corporation. The CMHC provides grants to build affordable housing, provides loan insurance for homebuyers, and does research into housing trends in Canada.²⁹ Finally, the National Housing Advocate, a part of the Canadian Human Rights Commission, “helps to promote and protect the right to housing in Canada, including the progressive realization of the right to adequate housing.”³⁰

"A strict reading of the Constitution shows that housing is firmly in the hands of the provincial government. Section 92(15) of the *Constitution Act, 1867* states that provinces are responsible for 'Property and Civil Rights in the Province.'"

Residential leases are a specific type of contract. While other contracts may be governed by general statutes and by past case law (otherwise known as jurisprudence or the common law), residential leases are highly regulated. All provinces and territories have a specific Act dedicated to regulating the relationship between tenants and landlords setting out their rights

²⁴ See [Richard Raycraft, “Trudeau says feds aren't primarily responsible for housing, but how responsible are they?” \(2 August 2023\) CBC News.](#)

²⁵ [Constitution Act, 1982](#), being Schedule B to the Canada Act 1982 (UK), 1982, c 11 at s 92(13).

²⁶ See e.g. [Northwest Territories Act](#), SC 2014, c 2 s 2 at 18(1)(j).

²⁷ See [Constitution Act, 1867](#) 30 & 31 Vict, c 3 at s 91(24). This memo does not address on-reserve housing, as there are significant differences in housing and property rights on reserve land. For an in-depth report on housing on reserves, see [Standing Senate Committee on Aboriginal Peoples, HOUSING ON FIRST NATION RESERVES: Challenges and Successes \(February 2015\)](#). As well, individual reserves may have their own animal control regimes in place. See e.g. [Sheshegwaning First Nation Dog By-Law #3](#); [The Six Nations of the Grand River By-Law for the Control And Registration Of Dogs](#), via First Nations Gazette.

²⁸ See [National Housing Strategy \(2023\)](#).

²⁹ See [CMHC – SCHL \(2023\)](#).

³⁰ See [National Housing Advocate, “How We Help” \(3 May 2022\)](#).



and obligations, as well as a specialized tribunal or decision-maker to resolve disputes. Quebec is slightly different in that a specific section of the Civil Code is dedicated to residential leases.³¹

This is not to say that case law and general contract law does not play a role when deciding a dispute between landlords and tenants – as we will see below, some province's protections for renters with pets come from case law. Legislators have recognized that tenants are in a very unequal power imbalance to landlords and have sought to give them special rights to protect their housing. Specialized tribunals to resolve conflicts also mean that disputes are heard by people who are specialists in the residential tenancies act of that particular province or territory. These dispute resolution processes are generally less formal than courts and are intended to be more accessible to those who cannot afford a lawyer. Indeed, in Quebec parties may not be represented by a lawyer at the hearing if the dispute between the landlord and tenant is only about an amount of money that is less than \$15,000.³²



³¹ Quebec is a civil law jurisdiction, meaning that how legislation is written and interpreted is different than in the rest of Canada. The [Civil Code of Quebec \("CCQ"\)](#) is a wide-ranging Act that governs all kinds of relationships between individuals in the province, including family law, contracts, civil responsibility, and property. Residential leases are standardized in Quebec. They are based on the articles dealing with all leases in the Civil Code, and specific procedures and protections included for residential leases. See arts [1851-91 CCQ](#) for rules applying to all leases and arts [1892-2000 CCQ](#) for rules applying to residential leases. As discussed below, case law (particularly decisions by the Quebec Court of Appeal, but usually decisions by the Tribunal administratif du logement) plays a role in interpreting these provisions.

³²<https://www.tal.gouv.qc.ca/en/Who-may-represent-a-person-at-a-hearing>.

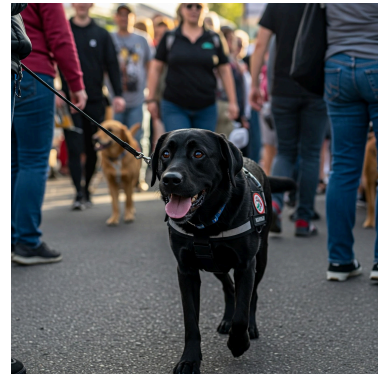
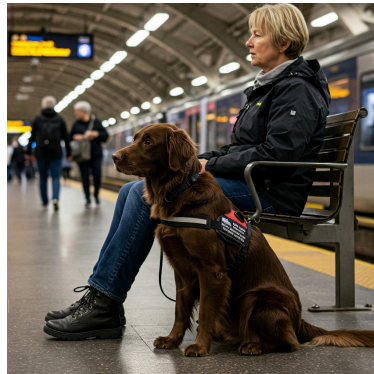


6. Provincial and Territorial Breakdown

a. Alberta

Alberta offers little to no protections for tenants with pets. The *Alberta Residential Tenancies Act* is silent on the issue.³³ Thus, landlords can include “no pet” clauses in leases, limit the number and kinds of animals a tenant can have, and charge a reasonable fee for having a pet.³⁴ In a study of 28 dog owners who rented housing in Calgary, research participants found themselves in a “cycle of rental insecurity.”³⁵ In searching for housing, participants (especially those with large dogs) felt powerless in negotiations and discriminated against by landlords when applying for a lease.³⁶

Alberta has two separate statutes protecting the rights of service dog handlers. The *Blind Persons' Rights Act* protects the rights of guide dog handlers specifically.³⁷ This includes protections against being denied housing because they have a guide dog.³⁸ The *Service Dogs Act* expands this regime to all other service dog users.³⁹ This is in addition to the protections offered by the *Alberta Human Rights Act*.⁴⁰



³³ [Residential Tenancies Act, SA 2004, c R-17.1](#)

³⁴ See [Centre for Public Legal Education Alberta, “Renting with a Pet” \(2019\).](#)

³⁵ [Graham et. al. “Pets Negotiable”](#) supra note 5 at 35.

³⁶ *Ibid* at 36.

³⁷ See [Blind Persons' Rights Act, RSA 2000, c B-3](#) at s 1(a) (Definition of “blind person” as “a person who is blind according to accepted medical standards and dependent on a guide dog or a white cane”).

³⁸ See *ibid* at s 5(2).

³⁹ See [Service Dogs Act, SA 2007, c S-7.5](#) at s 1(a) (Definition of a “disabled person” as “an individual who has any degree of disability except blindness or visual impairment and is dependent upon a service dog”), 3(2) (Protection against being denied housing due to having a service dog).

⁴⁰ See [Alberta Human Rights Act, RSA 2000, c A-25.5](#) at s 3(1), 5(1). See also [Alberta Human Rights Commission, “Rental Housing”.](#)



b. British Columbia

British Columbia has taken the approach of explicitly protecting the right of a landlord to restrict a tenant's ability to have a pet in their dwelling, while also regulating the practice of pet deposits. BC's *Residential Tenancy Act* states that:

- (1) A tenancy agreement may include terms or conditions doing either or both of the following:
- (a) prohibiting pets, or restricting the size, kind or number of pets a tenant may keep on the residential property;
 - (b) governing a tenant's obligations in respect of keeping a pet on the residential property.⁴¹

As such, landlords are given the ability to restrict whether there are pets and what kinds of pets there are on their property. BC Housing has taken advantage of this provision and while they allow for tenants to have pets, they must be of a certain kind (e.g., snakes and lizards are prohibited) and meet certain registration requirements.⁴²

BC's *Act*, similar to Manitoba and NWT, also gives landlords the ability to ask for a pet deposit.⁴³ This is subject to the following conditions:

- The landlord can only ask for a pet deposit when the landlord and tenant enter into a lease, or when the tenant gets a pet during the lease⁴⁴
- The landlord can only require one pet deposit, regardless of how many pets the tenant has⁴⁵
- The pet deposit must not exceed more than half of a month's rent under the lease agreement – and if the landlord overcharges, the tenant may deduct the overpayment from their rent⁴⁶
- The landlord cannot automatically keep a part of the pet deposit at the end of the tenancy agreement⁴⁷

⁴¹ [Residential Tenancy Act, SBC 2002 c 78](#) at s 18(1) [*Residential Tenancy Act BC*].

⁴² See [BC Housing, "Pet Ownership Rules for Program Participants" \(13 October 2018\)](#).

⁴³ See *Residential Tenancy Act BC*, *supra* note 41 at s 18(2).

⁴⁴ See *ibid* at s 20(c).

⁴⁵ See *ibid* at 20(d).

⁴⁶ See *ibid* at ss 19(1), (2). Conversely, the landlord has to give written consent for a tenant to apply a security or pet deposit as rent – these are all separate sums of money. See *ibid* at s 21.

⁴⁷ See *ibid* at s 20(e).



If the lease agreement is silent about pets, then the landlord cannot require a pet deposit, nor can a landlord require a pet deposit for a guide dog or service dog.⁴⁸

BC's *Guide Dog and Service Dog Act* includes housing protections for service dog handlers.⁴⁹ That is, a person may not deny rental housing to someone because they have a guide or service dog.⁵⁰ It is also illegal to include a term in a tenancy agreement that discriminates against guide dog or service dog teams.⁵¹ However, this protection is not ironclad. The Act goes on to state that these protections do not “apply if the advertisement or representation referred to in that subsection specifies that occupancy of the rental unit *may entail sharing sleeping, bathroom or cooking facilities in the space with an individual from another family*” [emphasis added].⁵² Therefore, a guide or service dog team looking to move into a house with roommates may be denied. Based on the text of the Act, it appears to only offer protection to those looking to rent a dwelling by themselves.⁵³

Further, guide or service dog handlers may only benefit from the protection of the Act if they are certified according to the procedure set out in the Act.⁵⁴ The Act defines “guide dog” as “a dog that: (a) is trained as a guide for a blind person and (b) is certified as a guide dog”.⁵⁵ Similarly, a “service dog” is defined as “a dog that (a) is trained to perform specific tasks to assist a person with a disability, and (b) is certified as a service dog”.⁵⁶ In order to be certified, the dog must have been received from an accredited school, or pass a test.⁵⁷

⁴⁸ See [British Columbia, “Residential Tenancy Policy Guideline 31. Pet Deposits” \(2004\)](#). See also [Tenant Resource and Advisory Centre, “Deposits” \(2020\)](#).

⁴⁹ [Guide Dog and Service Dog Act, SBC 2015, c 17](#) at s 3(2).

⁵⁰ See *ibid* at 3(2)(a). Note that there have been persistent issues with condominium corporations (known as stratas in BC) passing by-laws that restrict the ability of residents to have pets, resulting in unit owners with disabilities needing to provide extensive evidence to have an exception: See [Weitao Zhou, “No More Pet Peeves - The Need for Legislative Changes to Eliminate Pet Prohibitive Strata Bylaws” \(27 April 2023\) CanLii Connects](#). Zhou comments on the following case: [Lylack v. The Owners, Strata Plan Number LMS1755 and others, 2022 BCHRT 16](#).

⁵¹ See *Guide Dog and Service Dog Act*, *supra* note 49 at 3(2)(b): “A person must not [...]”

(b) impose, on an individual who is a member of any of those teams, a term or condition for the tenancy of a manufactured home site or rental unit if the term or condition discriminates on the basis that the individual who is a member of the team intends to keep the dog that is a member of the team in the manufactured home site or rental unit.”

⁵² *Ibid* at s 3(3)

⁵³ Note that this is the author’s own interpretation – this section of the Act does not appear to have been litigated.

⁵⁴ See *Guide Dog and Service Dog Act*, *supra* note 49 at ss 5-7 for the certification process. See [Arlin v. Coast Mountain Bus, 2016 BCHRT 71](#) where one of the reasons why a person’s discrimination complaint was rejected was because their service animal was not certified, as required in BC.

⁵⁵ See *ibid* at s 1.

⁵⁶ See *ibid*.

⁵⁷ See [British Columbia, “Guide Dog and Service Dog Certification” \(2021\)](#). See also [British Columbia, “Guide Dog and Service Dog Team Certification”](#). As a sidenote, when Googling “service dog certification BC”, there are a number of sponsored links before the official BC government page comes up. This is incredibly misleading to consumers who do not know the law, particularly those who do not understand that they need specific certifications in the province and that these websites (many of which appear to be American) will not give them the access that they may need.





c. Manitoba

Manitoba landlords can make “house rules” about pets, though they must be reasonable.⁵⁸

As well, Manitoba, like BC and NWT, has opted to regulate pet deposits under the *Residential Tenancies Act*.⁵⁹ Pet deposits are permitted under the following conditions, which are generally similar to BC’s regime:

- A landlord can only require that a pet deposit be paid when the tenant and landlord are entering into a lease together, or when a landlord gives permission to a tenant that they can have a pet.⁶⁰
- The pet deposit cannot be more than one month’s rent.⁶¹ When it is paid, the landlord must give the tenant a written receipt.⁶²
- A landlord cannot require more than one pet deposit, even if a tenant has more than one pet.⁶³
- A landlord cannot require a pet deposit for a service animal.⁶⁴
- A landlord can terminate a lease agreement for cause if the tenant does not pay a pet deposit.⁶⁵



⁵⁸ See [The Residential Tenancies Act, CCSM c R119](#) at ss 11(2), 29.2. For the definition of “reasonable”, see *ibid* at s 11(3).

⁵⁹ See *ibid* at s 29.1

⁶⁰ See *ibid* at 29.1(4)(2).

⁶¹ See *ibid* at 29.1(4)(1). The Act states that if the deposit is required for subsidized housing, one month’s rent is “the rent payable before the reduction on account of a subsidy”. *Ibid* at 29.1(4)(3).

⁶² See *ibid* at 29.1(4)(4).

⁶³ See *ibid* at 29.1(4)(5).

⁶⁴ See *ibid* at s 29.1(3).

⁶⁵ See *ibid* at ss 95(3), 95(4), 95(5) for the process of terminating the lease agreement in this case. This includes the ability of landlords to give tenants a notice to remove the pet from the rental unit. See *ibid* at ss 95(3), 95(5)(b).



Service animal users are protected under the *Human Rights Code*.⁶⁶ Service animals are defined as “an animal that has been trained to provide assistance to a person with a disability that relates to that person's disability”.⁶⁷ Discrimination on the basis of “physical or mental disability or related characteristics or circumstances, including reliance on a service animal” is prohibited by the *Code*.⁶⁸

d. New Brunswick

New Brunswick's *Residential Tenancies Act* is silent on the question of pets.⁶⁹ Therefore, landlords can impose “no pet” policies. However, it is illegal to charge a pet deposit.⁷⁰ Pets are allowed in public housing, subject to certain conditions (i.e., cats and dogs must be spayed and neutered, and registered with the New Brunswick Housing Corporation).⁷¹ Finally, discrimination against service animal users in rental housing is illegal.⁷² For example, this means that “no pet” clauses in leases are unenforceable against service animal users.⁷³

“Discrimination against service animal users in rental housing is illegal—even where ‘no pet’ clauses are in place.”

⁶⁶ See [Manitoba Human Rights Commission, “Discrimination against persons with disabilities who use service animals \(Guideline\)”](#).

⁶⁷ [The Human Rights Code, CCSM c H175](#) at s 1.

⁶⁸ See *ibid* at 9(2)(1).

⁶⁹ [Residential Tenancies Act, SNB 1975, c R-10.2](#).

⁷⁰ “No person shall require (a) under a lease, or (b) as a condition of (i) entering into a lease, or (ii) not terminating a lease, any other person to pay any amount other than rent, a security deposit or a reasonable amount for any service to be provided in relation to the tenancy, and any agreement under which such a requirement is imposed is void.” *Ibid* at 8(4).

⁷¹ See [New Brunswick Housing Corporation, “Rules for Responsible Pet Ownership”](#).

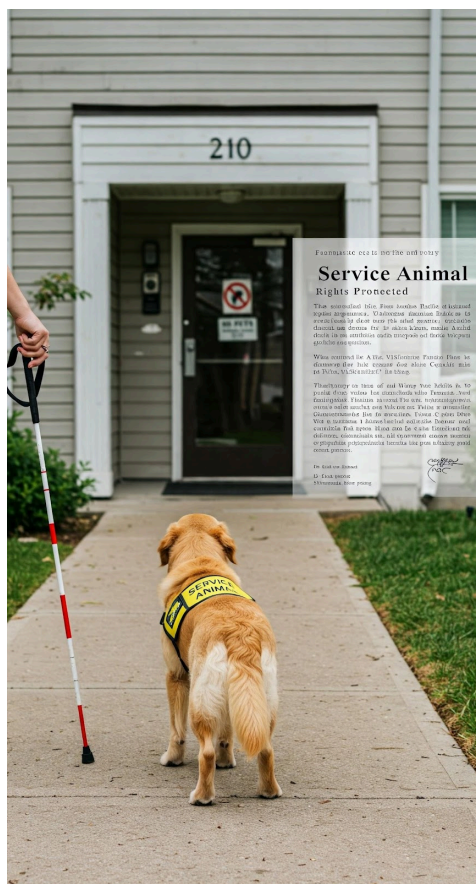
⁷² See [Human Rights Act, RSNB 2011, c 171](#) at ss 2 (Definition of “physical disability”), 2.1 (Prohibited grounds of discrimination), 5(1) (Discrimination in rental housing prohibited). Note that while the *Human Rights Act* only mentions guide dogs, the Human Rights Commission uses the more inclusive term “service animals” in their Guidelines. See [New Brunswick Human Rights Commission, “Guideline on Accommodating People with Service Animals” \(May 2017\)](#) at 13.

⁷³ See New Brunswick Human Rights Commission, *supra* note 72. The Commission lists other things housing providers cannot do based on their case law, like refusing to rent to a person with a service animal, or permitting only service animals that have been registered or certified (New Brunswick does not have a provincial registry for service animals).



e. Newfoundland and Labrador

Newfoundland and Labrador's *Residential Tenancies Act* is silent on the question of pets.⁷⁴ As such, a landlord can have a no pet clause in the lease. The 2012 *Service Animal Act* protects the rights of service dog handlers to “occupancy of a commercial unit or a self-contained dwelling unit”, and states that no pet clauses do not apply to service animals.⁷⁵ As well, while landlords may charge pet deposits for animals other than service animals, the Act specifically prohibits fees for a service animal “in respect of a right of occupation”.⁷⁶



⁷⁴ [Residential Tenancies Act, 2018, SNL 2018, c R-14.2.](#)

⁷⁵ [Service Animal Act, SNL 2012, c S-13.02](#) at s 5(1)(a), 5(2).

⁷⁶ *Ibid* at s 6.



f. Northwest Territories

The Northwest Territories (“NWT”) has one of the more comprehensive legislative regimes in Canada with respect to the rights and obligations of tenants with pets. As in BC and Manitoba, NWT has opted to regulate pet deposits, while protecting the right of landlords to not allow pets on their property.⁷⁷

A “pet security deposit” is defined in the *Act* as “money paid, or any property, right or value given, by a tenant to a landlord, landlord’s agent or to anyone acting on the landlord’s behalf, as security for damage that may be caused to rental premises by a pet”.⁷⁸ Pet deposits are permitted under the following conditions:

- Pet deposits cannot exceed more than 50% of the rent for a month, or 50% of the rent for a week in the case of a weekly tenancy.⁷⁹
- A landlord can only ask for one pet deposit, regardless of the number of animals the tenant has.⁸⁰
- If an “inspection and entry report” was not completed when the tenant began their tenancy, the landlord will carry out an inspection of the premises if they acquire or intend to acquire a pet.⁸¹ Without this report, a landlord may not retain all or a portion of the pet deposit to pay for any damage caused.⁸²
- Written notice must be given to the tenant if the landlord intends to keep some or all of the pet deposit.⁸³
- Landlords cannot require a pet deposit for service animals.⁸⁴

"Residential leases are a specific type of contract. While other contracts may be governed by general statutes and by past case law, residential leases are highly regulated."

⁷⁷ See [Residential Tenancies Act, RSNWT 1988](#), c R-5 at s 12(1): “A landlord and tenant may include in a written tenancy agreement additional rights and obligations that are not inconsistent with this Act and the regulations” [*Residential Tenancies Act NWT*]. This has been interpreted to include “no pet” clauses: See [Yellowknife Housing Authority v Caisse](#), 2014 CanLII 29029 (NWT RO).

⁷⁸ *Residential Tenancies Act NWT*, *supra* note 77 at s 1(1).

⁷⁹ *Ibid* s 14.1(1).

⁸⁰ *Ibid* at s 14.1(4).

⁸¹ *Ibid* at s 15(2).

⁸² *Ibid* at s 18(5).

⁸³ *Ibid* at s 18(7), (8).

⁸⁴ *Ibid* at s 14.1(3)(b).



As in other provinces, the *Human Rights Act* protects service dog handlers against discrimination in housing.⁸⁵

g. Nova Scotia

Nova Scotia's legislation is silent on the question of pets.⁸⁶ It states that landlords have the right to establish “reasonable rules” on their property.⁸⁷ This includes whether or not pets are allowed.⁸⁸ However, the Act does not allow landlords to charge application fees or a pet deposit. Application fees are explicitly prohibited in the Act.⁸⁹ Any sum of money received by a landlord other than rent is deemed to be a security deposit, which cannot exceed more than one half of a month's rent.⁹⁰ Finally, Nova Scotia protects the rights of a “service dog team, retired service dog team or dog-in-training team” to occupy a residence, provided that the residence is not a room in the landlord's house that was advertised publicly.⁹¹

h. Nunavut

Nunavut's *Residential Tenancies Act*, as in other jurisdictions, is silent on the issue of pets.⁹² However, Nunavut's housing market is very different from that of the rest of the country, as only one-fifth of the dwellings in the territory are privately



⁸⁵ See [Human Rights Act, SNWT 2002](#), c 18 at ss 1(1), 1(1.1.) (“Examples of diseases or conditions that fall within paragraph (a) of the definition “disability” include, [...] physical reliance on a guide dog...”), 12(1) (Protection against housing discrimination, except for a “bona fide and reasonable justification”). See [Lawson v. 994486 N.W.T. Ltd., 2008 NWTHRAP 8](#) for a discussion of accommodation of service dogs under NWT's human rights regime (service dog handler denied service at a restaurant).

⁸⁶ See [Residential Tenancies Act, RSNS 1989](#), c 401 [*Residential Tenancies Act NS*].

⁸⁷ *Ibid* at s 9A.

⁸⁸ See [Nova Scotia Residential Tenancies Program, “Renting Guide” \(January 2023\)](#) at 2, where prospective tenants with pets are advised to check the rules before renting.

⁸⁹ See *Residential Tenancies Act NS, supra* note 86 at s 6(1). See also [Walker v. Rouvalis, 2007 NSSC 137](#).

⁹⁰ See *ibid* at ss 12(1) – (2).

⁹¹ [An Act Respecting Service Dogs, SNS 2016](#), c 4 at s 12. See s 12(3) for the exception: “[right to occupancy and the protection from discriminatory terms] do not apply in respect of residential premises if the only premises rented consist of one room in a dwelling house, the rest of which is occupied by the landlord or the landlord's family, and the landlord does not advertise the room for rental by sign or through any news media or listing with any housing, rental or tenants' agency.”

⁹² See [Residential Tenancies Act, RSNWT \(Nu\) 1988, c R-5](#).



owned.⁹³ As such, the majority of tenants are in social housing, and over 50% of Nunavummiut overall live in social housing.⁹⁴ According to the CMHC, the Nunavut Housing Corporation, who administers social housing in the territory, cannot refuse to rent to a tenant with a pet.⁹⁵

Nunavut's *Human Rights Act* protects against housing discrimination due to disability, but the definition of disability does not explicitly include being a service dog handler, or relying on a service animal, as is the case in some other jurisdictions.⁹⁶



i. Ontario

Ontario offers the most protection for tenants with pets in its residential tenancy regime. The *Residential Tenancies Act* offers a number of protections for tenants that have been given a generous interpretation by the Landlord and Tenant Board (LTB) and the Courts. This section goes through the protections in the *Residential Tenancies Act*, drawing on jurisprudence from the LTB and other judicial bodies to explain how these provisions have been interpreted.

The *Residential Tenancies Act* states that “A provision in a tenancy agreement prohibiting the presence of animals in or about the residential complex is void.”⁹⁷ As such, while tenants with pets can still be screened out when applying for apartments, once they are in a dwelling they cannot be prohibited from having a pet. Furthermore, the Act sets out specific criteria to be met if an application for eviction is based on “the presence, control or behaviour of an animal in or about the residential complex.”⁹⁸

⁹³ See [CMHC-Nunavut, “Realizing the Blueprint for Action on Housing: Reducing Core Housing Need in Nunavut, 2022-2025” \(PDF\)](#) at 3.

⁹⁴ See *ibid.*

⁹⁵ See [CMHC, “Roomates and Pets”](#). Note that this is not in the *Residential Tenancies Act*, and the author was unable to find another source to corroborate this. Attempts to contact the Nunavut Housing Corporation were made but unsuccessful.

⁹⁶ See [Human Rights Act, CSNu](#), c H-70 at ss 1, 7(1), 13. Note that there has not been any case law interpreting the *Human Rights Act* to include service animals.

⁹⁷ [Residential Tenancies Act, 2006, SO 2006, c 17](#) at s 14 [*Residential Tenancies Act ON*].

Note that there is an exception carved out for condominium corporations – condos can still prohibit pets in their building by-laws, which tenants are bound to follow. See Condominium Authority of Ontario, “Pets and Animals” (n.d.) online: <<https://www.condoauthorityontario.ca/issues-and-solutions/pets-and-animals-issues/>>.

⁹⁸ *Ibid* at s 76.



Finally, Ontario prohibits pet deposits or additional fees for pet owners, as landlords cannot collect any other fees from tenants other than security and key deposits.⁹⁹ This has been upheld by the LTB.¹⁰⁰ Similarly, a landlord who attempted to impose a 9% rent increase on pet owners in the residence lost both at the LTB and at Divisional Court.¹⁰¹ On appeal to the Divisional Court, the landlord lost once again as “the rent increase demanded of the Tenant in this case substantially interferes with her reasonable enjoyment by penalizing her for otherwise lawfully keeping a pet in the rental unit.”¹⁰²

There are certain circumstances in the Act where a tenant could be evicted because of the behaviour or presence of their animal. It states:

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.

⁹⁹ See *Residential Tenancies Act ON*, *supra* note 97 at s [134\(1\)](#).

¹⁰⁰ In a 2009 application, the LTB found a landlord’s proposed additional fee to pay for carpet replacement to be “not only illegal but unreasonable and in my view constitutes harassment and substantial interference with the Tenant’s ability to enjoy the unit for everyday living activities.” See [TEL-26757 \(Re\), 2009 CanLII 78527 \(ON LTB\)](#) at para 13. The tenant successfully applied to the LTB to have the increase cancelled. The LTB ruled that “There was no evidence that this Tenant’s pet had caused any damage to the complex property, nor any specific evidence of any particular case of such damage being done. That being so, the rent increase demanded of the Tenant in this case substantially interferes with her reasonable enjoyment by penalizing her for otherwise lawfully keeping a pet in the rental unit.” *Ibid* at para 12. On appeal to the Divisional Court, the landlord lost once again as “the rent increase demanded of the Tenant in this case substantially interferes with her reasonable enjoyment by penalizing her for otherwise lawfully keeping a pet in the rental unit.” [Drewlo Holdings Inc. v. Weber, 2011 ONSC 6407](#) at para 9.

¹⁰¹ See [SWT-16157-10 \(Re\), 2011 CanLII 101415 \(ON LTB\)](#). “There was no evidence that this Tenant’s pet had caused any damage to the complex property, nor any specific evidence of any particular case of such damage being done. That being so, the rent increase demanded of the Tenant in this case substantially interferes with her reasonable enjoyment by penalizing her for otherwise lawfully keeping a pet in the rental unit.” *Ibid* at para 12.

¹⁰² *Drewlo Holdings Inc. v. Weber*, *supra* note 100 at para 9.



(2) The Board shall not make an order terminating the tenancy and evicting the tenant relying on clause (1) (a) if it is satisfied that the animal kept by the tenant *did not cause or contribute to the substantial interference*. [emphasis added]¹⁰³

As such, landlords do have recourse if necessary; however, they must prove these additional facts if they are applying to evict a tenant, including a causal link between the animal and a substantial interference, allergy, or inherent danger. These protections have been interpreted generously by Ontario's courts.

Substantial Interference: The LTB has found that animals have substantially interfered with the reasonable enjoyment of other residents and evicted the tenants in cases where dogs have attacked other residents (which, for obvious reasons, appear to be fairly straightforward cases), and where animals have defecated or otherwise refused to leave the backyards of other residents.¹⁰⁴ However, the LTB and Ontario Courts have consistently reiterated in its decisions that the mere presence of a pet is not enough for a tenant to be evicted.¹⁰⁵

Allergic Reactions: Applications for eviction based on allergic reactions to pets require the landlord to prove a number of elements:

1. that the allergy exists,
2. that there was a “serious” allergic reaction, and
3. that the reaction was caused by the tenant's pet.¹⁰⁶



¹⁰³ *Residential Tenancies Act ON*, *supra* note 97 at s 76.

¹⁰⁴ For animals attacking other residents, see [Quickdart Investments Limited v Barry, 2021 CanLII 129976 \(ON LTB\)](#); [Heipel v Charles, 2020 CanLII 118433 \(ON LTB\)](#). For animals soiling other resident's yards, see [TEL-02060-19 \(Re\), 2020 CanLII 61077 \(ON LTB\)](#).

¹⁰⁵ “The landlord and tenant cases since 1990 reflect the need to show substantial interference with the enjoyment of the premises that goes further than a mere no pets agreement and constitutes actual substantial inference.” [Niagara North Condominium Corp. No. 46 v. Chassie 1999 CanLII 15035 \(ON SC\)](#) at para 50 [*Chassie*]. While that case was decided in 1990, jurisprudence has consistently held that to be true. See e.g. [TSL-29326 \(Re\), 2010 CanLII 67965 \(ON LTB\)](#) where the landlord applied for the tenants to be evicted on the basis that they “substantially interfered” with their reasonable enjoyment because the tenants owned two pit bulls because the landlord's wife was scared of them (note that while this is a 2010 case and therefore after Ontario's pit bull ban, the dogs were born prior to August 29, 2005 and were therefore allowed to be in the province – see *ibid* at para 16). The LTB Member dismissed the order evicting the tenants because under section 76, the dogs “have to have done something; they have to be the source of the problem... under section 76 even if it was true that pit bulls are inherently dangerous the Landlords would still have to prove that the Tenants' pit bulls have done something to contribute to the Landlords' fears.” *Ibid* at para 13.

¹⁰⁶ See [Liu v Jacques, 2021 CanLII 145998 \(ON LTB\)](#) at paras 7-9, 15. See also [TET-73420-16 \(Re\), 2016 CanLII 100357 \(ON LTB\)](#), where the Member is not convinced that the allergy is real (at paras 19-20).



In some cases, the LTB has also noted when the capital or investment costs to accommodate an allergy would be too much (for example, upgrades to HVAC systems to stop air from moving between units).¹⁰⁷

Residential Tenancies Act are rooted in significant legislative changes prompted by public outcry and pivotal court cases. Before these amendments, "no pet" clauses were consistently enforced, often leading to hardship for pet-owning tenants.

Key Points in Ontario's Legislative History:

- Prior to the amendments that voided "no pet" clauses, Ontario courts routinely upheld and enforced these clauses, requiring tenants who brought pets home to comply or face consequences.
- Ontario's current strong protection of tenants' rights to have pets can be traced back to public outrage following the "Fluffy case."
- In the "Fluffy case," Mr. and Mrs. Ryll were forced to rehome their elderly cat, Fluffy, after signing a lease in 1985 with a "no pets" clause due to a lack of affordable alternatives.
- Despite the sympathetic circumstances, the judge in the "Fluffy case" ruled that the landlord's policy to enforce the "no pets" clause must be upheld, as the presence of the cat was deemed to substantially interfere with the other tenants and the landlord.
- Shortly after the "Fluffy case" gained public attention, another similar case forced another family to rehome their beloved pet.
- In direct response to these two judicial decisions and the resulting public outcry, the Ontario Legislature amended the then-*Landlord and Tenant Act*.
- The amendments included language similar to section 76 of the current *Residential Tenancies Act*, which sets out specific criteria for evictions related to pets.
- The clause that specifically voids "no pet" clauses in tenancy agreements was introduced in 1997.

These legislative changes illustrate how public sentiment and specific legal cases can significantly influence and reshape tenancy laws. The evolution of Ontario's pet laws reflects a shift from strict enforcement of "no pet" clauses to a more tenant-friendly approach that recognizes the importance of pets in people's lives, while still addressing legitimate concerns of landlords and other tenants.

¹⁰⁷ See e.g. [M.R. v. D.E., 2016 ONSC 1542](#), where the tenant was evicted because of the landlord's dog allergy. The landlord lived on the upper floor and had asked the tenant not to move in with a dog because of his allergies. The tenant ignored his request, and the Board found in the landlord's favour. The Board found that "The central heating and central vacuum systems are both sources of pet dander and/or pet hair passing from the Apartment to the upstairs portion of the house occupied by the Respondent; and [...] It was not reasonable for the Respondent to incur the capital costs and additional operating costs required to treat and purify the air in the house." *Ibid* at para 6.



Service animals: Ontario's *Blind Persons' Rights Act* defines a "guide dog" as "a dog trained as a guide for a blind person and having the qualifications prescribed by the regulations."¹⁰⁸ Guide dog users cannot be "[denied] occupancy of any self-contained dwelling" because they have a guide dog.¹⁰⁹ The Ontario *Human Rights Code* also contains the right to equal treatment in housing without discrimination because of disability, including reliance on a service animal.¹¹⁰

j. Prince Edward Island

PEI has Canada's newest residential tenancies legislation, as substantial amendments to the *Act* were passed in 2023.¹¹¹ Despite efforts by the province's Green Party to introduce an amendment that would protect the right of tenants to have pets, the new legislation is silent on pets.¹¹² Landlords can therefore include "no pet" clauses in their leases. The *Act*, however, does state that any provision in a lease discriminating against service animals is null.¹¹³ As well, pet deposits in addition to a security deposit are illegal in PEI, as security deposits cannot exceed one month's rent.¹¹⁴



The rights of service dog handlers are protected by the PEI *Human Rights Act*.¹¹⁵ The *Act*'s definition of "disability" includes "physical reliance on an assist animal".¹¹⁶ "Denial of occupancy rights" to a "self-contained dwelling unit or accommodation in a housing unit that is used to provide rental accommodation" is prohibited.¹¹⁷ As well, no one can discriminate through a "term or condition of occupancy".¹¹⁸

¹⁰⁸ [Blind Persons' Rights Act, R.S.O. 1990, c. B.7](#) at s 1(1).

¹⁰⁹ *Ibid* at s 2(a).

¹¹⁰ See [Human Rights Code, R.S.O. 1990, c. H.19](#) at s 10(1) "'disability' means [...] any degree of physical disability...[including] physical reliance on a guide dog or other animal." *Ibid* at s 2(1): "Every person has a right to equal treatment with respect to the occupancy of accommodation, without discrimination because [...] disability."

¹¹¹ See [Residential Tenancy Act, RSPEI 1988, c R-13-11](#) [*Residential Tenancy Act PEI*]

¹¹² See [Cody MacKay, "P.E.I. government votes not to give tenants the legal right to have pets in rentals" \(CBC News\)](#).

¹¹³ See *Residential Tenancy Act PEI*, *supra* note 118 at s 16: "A term in a tenancy agreement that has the effect of prohibiting the presence of service animals in a rental unit or on residential property is void and of no effect."

¹¹⁴ See *ibid* at s 1(q) (Definition of "security deposit"), 14(3) (Security deposit cannot be greater than one month's rent). See also [Community Legal Information, "Guide for Tenants: Renting on PEI"](#) at 29.

¹¹⁵ See [Human Rights Act, RSPEI 1988, c H-12](#). See also [PEI Human Rights Commission, "Service Animals" \(April 2023\)](#).

¹¹⁶ *Ibid* at s (1)(c.1).

¹¹⁷ *Ibid* at s 3(1)(a).

¹¹⁸ *Ibid* at s 3(1)(b).



k. Quebec

Quebec's residential tenancy regime is totally silent on the question of pets. Litigation over the rights of tenants to have animals in their dwellings is a live issue at the Tribunal administratif du logement ("TAL") and in Quebec courts, leading to a number of jurisprudential developments in this niche question of law. In a 1999 decision appealing a decision of the TAL (then called the Régie du logement), the Cour de Quebec summarized the state of the law as follows:

- [No pet clauses] are neutral and are not, in themselves, abusive because they are unreasonable in the sense of art 1901 CCQ;
- They do not go against the *Charter of Rights and Freedoms*;
- Tolerance is not a defense against a valid clause, it is not in itself a waiver to take advantage of a [no pet] clause.¹¹⁹

Pet deposits are not permitted under the CCQ.¹²⁰ Given the legislation's silence, no pet clauses are legal in Quebec. However, breaching the no pet clause does not necessarily mean that a tenant will be evicted from their apartment. There is a chance that the TAL would order that an animal is rehomed, while declining to resiliate (i.e., end) the lease, but the jurisprudence has not been consistent on this point.¹²¹ This is because of the evidentiary burden put on landlords who apply for the resiliation of the lease, as they must demonstrate that the tenant having a pet contrary to the lease causes them or other occupants "serious injury".¹²² As well, whenever a party applies for the resiliation of a lease, the TAL has the discretion to make an order of specific performance instead, except in cases where the rent is more than three weeks late.¹²³

For example, in *Demers c. Guimond*, the landlord applied for the resiliation of the lease and the eviction of tenants because of an odour of cat urine.¹²⁴ The member notes that while it is

¹¹⁹ *Office municipal d'habitation de Bécancour c. Marquant*, C.Q., 1999-07-06, SOQUIJ AZ-50188406 at para 2. See also Henri Kélada, *Code civil du Québec: Texts annoté* (loose-leaf consulted on 9 November 2022) (Toronto, ON: Thomson Reuters 2022), at p 480 (art 1901). With regards to the defense of tolerance, the Court has found that the a landlord's tolerance of pets, despite a no pets clause, is only available as a defense when there has been a "tolérance constante et généralisée d'animaux dans l'immeuble ("constant general tolerance of animals in the building")." *D.C. c. Berthierville (Office municipal d'habitation de)*, 2012 QCCQ 1524 at para 32 [DC]. All translations by the author.

¹²⁰ See Art 1904 CCQ: "The lessor may not exact any instalment in excess of one month's rent; he may not exact payment of rent in advance for more than the first payment period or, if that period exceeds one month, payment of more than one month's rent."

¹²¹ DC, *supra* note 126 at para 25.

¹²² Art 1863 al 1 CCQ. With regards to causing injury to other tenants, see arts 976 (Trouble de voisinage - the rough equivalent of the tort of nuisance in Quebec civil law), 1854 (Tenant's right to peaceable enjoyment), 1859 (Landlord bound to make reparations if a disturbance to the peaceable enjoyment is from another tenant), 1860 (Tenant bound from acting in a way that disturbs the peaceable enjoyment of the property of other tenants).

¹²³ See art 1973 al 1 CCQ.

¹²⁴ See *Demers c. Guimond*, 2019 QCRDL 32524 at paras 1-2.



straightforward for a landlord to obtain an order to expel an animal from the dwelling, a contravention of a no pet clause is not enough to resiliate the lease, as resiliation and eviction is “une forte sanction (“a strong sanction”).”¹²⁵ For a lease to be resiliated, the TAL must have conclusive proof of both the breach of the obligation and the serious injury, as these two elements are essential.¹²⁶ In this case, the lease was resiliated because the cats were causing serious disturbance to the neighbour’s peaceable enjoyment of their dwelling.¹²⁷

In contrast, in *Bastone c. Konstantopoulos*, the landlord was not able to meet the threshold of “préjudice sérieux”.¹²⁸ The tenant had a dog in his unit contrary to the no pet clause in his lease, and the presence of the animal was sufficient to breach the obligation.¹²⁹ Citing the standard set in *Demers*, the decision maker rejected the landlord’s demand, finding that the injuries were not sufficiently serious.¹³⁰

The housing rights of service animal users in Quebec are found in the *Charter of Human Rights and Freedoms*.¹³¹ Article 10 states that “Every person has a right to full and equal recognition and exercise of his human rights and freedoms, without distinction, exclusion or preference based on [...] a handicap or the use of any means to palliate a handicap.”¹³² Service dogs have been interpreted a means to “palliate a handicap.”¹³³ At the stage of signing a lease, article 12 states that “No one may, through discrimination, refuse to make a juridical act concerning goods or services ordinarily offered to the public,” including signing lease agreements.¹³⁴ This was recently reaffirmed in *Commission des droits de la personne et des droits de la jeunesse (D.R. et autres) c. Ducharme*, where a prospective landlord was ordered to pay over \$13,000 in damages to a family that had been refused a lease because of their son’s service dog.

¹²⁵ *Ibid* at paras 13, 15.

¹²⁶ See *ibid* at para 15. A “préjudice sérieux” requires that there be evidence of “une situation grave et persistante impliquant des inconvénients excessifs (“a serious and persistent situation involving excessive inconvenience”).”

¹²⁷ See *ibid* at para 29. Similarly, in [Gunaratnam c. Khan, 2021 QCTAL 32905](#), the decision maker resiliated the lease because the dog was causing a serious injury to the other tenants, and the landlord. These included that the dog was barking excessively, that the dog was exacerbating the landlord’s son’s anxiety and phobia of dogs, and that the landlord was at risk of being sued by other tenants. See *ibid* at paras 24-25.

¹²⁸ [Bastone c. Konstantopoulos, 2022 QCTAL 22455](#).

¹²⁹ See *ibid* at paras 6-7, 12. There was conflicting evidence over whether the animal was in fact a service dog, but because of the conflicting evidence, the decision-maker did not comment further on whether the animal was a service animal and therefore had a right to be in the dwelling.

¹³⁰ See *ibid* at para 28.

¹³¹ [Charter of Human Rights and Freedoms, CQLR c C-12](#).

¹³² *Ibid* at art 10.

¹³³ See e.g. [Commission des droits de la personne et des droits de la jeunesse \(D.R. et autres\) c. Ducharme, 2020 QCTDP 16](#) at para 48 [DR]. See also [Commission des droits de la personne et des droits de la jeunesse \(Poulin\) c. 9107-9194 Québec inc. \(Restaurant Jing Hua\), 2005 CanLII 48891](#) (QC TDP) at para 16.

¹³⁴ *Ibid* at art 12. See DR, *supra* note 140 at para 47.



Finally, jurisprudence in Quebec has developed the defence of “zoothérapie” for tenants who have pets despite no pet clauses in their lease. In *Coulombe v. Dionne*, the tenant secretly acquired a cat in 1991 without the knowledge of anyone in the building, or her landlord.¹³⁵ Both the Régie de logement and the Cour de Québec had ordered her to rehome her cat, upholding the prohibition in her lease.¹³⁶ However, the Superior Court allowed her to keep her cat because of the medical evidence she produced.¹³⁷ The judge emphasized, however, that this finding was particular to the medical facts of the case, and that any other tenants in the building who wanted an animal would have to produce the same kind of evidence.¹³⁸ In *D.C. c. Berthierville (Office municipal d'habitation de)*, the Court concluded that the defense allows for decision makers to consider the no-pets clause unreasonable if there is “convincing medical proof” that removing the animal would cause “un préjudice affectif et psychologique évident pour le locataire et sa famille (an obvious emotional and psychological prejudice for the tenant and her family).”¹³⁹ This jurisprudence is highly case-specific and depends on the medical evidence presented by the tenant.¹⁴⁰

I. Saskatchewan

“The landlord takes a certain amount of assumed risk in accepting pets... it is normal practice, and perfectly acceptable pursuant to the Act, to require a reasonable pet deposit.”

— Saskatchewan Office of Residential Tenancies, *Kusey v Wolowidnyk* at para 35

The Saskatchewan *Residential Tenancies Act* is totally silent on the question of pets, leaving landlords a large amount of freedom to decide whether pets are permitted on their property – including whether to charge a pet deposit.

No pet clauses are perfectly legal in residential leases, as are additional fees for keeping pets – either refundable fees as a part of the security deposit, a one-time non-refundable charge, or as a part of the tenant’s rent.¹⁴¹ Indeed,

Saskatchewan Office of Residential Tenancies (“SKORT”) decisions suggest that pet deposits are a useful mechanism to resolve issues that may arise after the lease has run its course. In *Kusey v Wolowidnyk* at para 35, the landlord sought an order of monetary compensation from the SKORT to cover replacing the carpet after the tenant lived on the property with their three

¹³⁵ *Coulombe v. Dionne*, 1996 CanLII 4533 (QC CS) at paras 1-5.

¹³⁶ See *ibid* at para 1.

¹³⁷ See *ibid* at para 10.

¹³⁸ See *ibid* at para 18.

¹³⁹ *Ibid* at para 32.

¹⁴⁰ See *ibid* at para 38.

¹⁴¹ See *SaskSPCA, “Rights of Tenants with Pets in Saskatchewan” (2023)*. See e.g. *Safri Management v Lince*, 2021 SKORT 2162, where the tenant paid a \$250 pet charge, as well as a \$50/month pet surcharge, which she understood was to offset the cost of damage caused by her pets.



dogs.¹⁴² In ruling against the landlord's application, the Director noted that "the Landlord takes a certain amount of assumed risk in accepting pets into his properties: to account for this risk, it is normal practice, and perfectly acceptable pursuant to the Act, to require a reasonable pet deposit or fee to offset the increased risk of allowing animals into a residential property."¹⁴³

Even when a tenant has paid a pet deposit, however, conflicts may arise if whether or not the pet caused the damage is in dispute. In *Safri Management v Lince*, the landlord alleged that the tenant's pets were responsible for her needing to replace the carpet, and was seeking an order for the tenant to cover the cost of the new carpet.¹⁴⁴ While the hearing officer does not agree that the carpet replacement was necessary, and that the tenant's pets could not have been responsible for the level of damage required to replace the carpet, they nonetheless award a portion of the cost as damages to the landlord.¹⁴⁵

An issue arose with the additional fees paid by the tenant over the course of her lease to offset pet damages. The landlord argued that the extra \$500 paid by the tenant throughout the lease was to offset any damages to common areas by the pets.¹⁴⁶ The hearing officer disagreed and found that the wording of the clause ("which may be used for cleaning and repairs related to the pets when the tenant vacates") implied that it could be used after the tenant had left.¹⁴⁷ Recall that Saskatchewan does not have a mandatory standard form lease; therefore, it is up to landlords to draft their own leases outside of the mandatory conditions in the Regulations.

"Service animal" is defined in the *Animal Protection Act* as "an animal that is trained to be used by [...] a person with a disability for reasons relating to his or her disability."¹⁴⁸ The Saskatchewan Human Rights Commission's "Policy on Service Animals" states that "Landlords and condominium associations have a duty to accommodate service animals. A 'no pets' policy in rental housing or a condominium does not apply to service animals."¹⁴⁹ While these protections against discrimination in housing exist, Saskatchewan does not have a formal certification for service dogs, which has occasionally caused issues at the SKORT. In *Kyle Housing Authority v Billett-Niedermayer*, the landlord applied for the tenant to be evicted from their public housing unit because she was in violation of the no pet policy.¹⁵⁰ Saskatchewan Housing's policy stated that a tenant seeking to keep their animal would have to provide a doctor's letter stating that they had an issue requiring the service, and that the animal had to be

¹⁴² See [Kusey v Wolowidnyk, 2020 SKORT 981](#) at para 34.

¹⁴³ *Ibid* at para 35.

¹⁴⁴ *Safri Management v Lince*, *supra* note 141 at para 15.

¹⁴⁵ See *ibid* at paras 42-46.

¹⁴⁶ See *ibid* at para 39.

¹⁴⁷ See *ibid* at paras 28, 40.

¹⁴⁸ [The Animal Protection Act, 2018, SS 2018](#) c A-21.2 at s 32.

¹⁴⁹ [Saskatchewan Human Rights Commission, "Policy on Service Animals" \(22 August 2016\)](#).

¹⁵⁰ [Kyle Housing Authority v Billett-Niedermayer, 2021 SKORT 2491](#) at para 1.



certified by the applicable authority.¹⁵¹ The tenant was successful in being able to keep her dog because of the evidence provided by her dog trainer. The trainer’s letter stated that no such certification existed in Saskatchewan – however, she was in the process of evaluating the tenant’s dog as a service animal.¹⁵² Furthermore, “She also [advised] that she [had] observed the dog providing services to the tenant such as would be expected of a service animal and the dog also shows a significant level of obedience.” Given this evidence, while it was not the job of the tenant to prove that her dog was a service animal (the burden was on the landlord to prove the opposite), she “made a reasonably convincing case in that regard” and was able to keep her animal.¹⁵³



¹⁵¹ See *ibid* at para 6. See also [Roberts Properties Inc. v O.S., 2018 SKORT 177](#), where the same issue arose with the lack of certification of service dogs. In this case, the decision maker found the definition of “service animal” in the *Animal Protection Act* to be unhelpful because dog training could refer to a spectrum – they compared the dog of the tenant with a service dog in the same building who had been training for years. See *ibid* at para 41. See also [Owen Pennock, “Unnecessarily Uncertain: Roberts Properties and the Case for an Official Service Animal Registry,” Board of Editors of the Saskatchewan Law Review, 2020 CanLIIDocs 572.](#)

¹⁵² See *Kyle Housing Authority*, *supra* note 159 at para 7.

¹⁵³ *Ibid* at para 9.



m. Yukon

The Yukon's *Residential Landlord and Tenant Act* is silent on pets.¹⁵⁴ Therefore, landlords can add “no pet” clauses to the lease. However, pet deposits are illegal, as security deposits cannot exceed one month's rent.¹⁵⁵

As in Nunavut, Yukon's *Human Rights Act* protects against housing discrimination due to disability, but the definition of disability does not explicitly include being a service dog handler, or relying on a service animal, as is the case in some other jurisdictions.¹⁵⁶



¹⁵⁴ See [Residential Landlord and Tenant Act, SY 2012, c 20](#).

¹⁵⁵ See *ibid* at ss 1 (Definition of “security deposit”), 17-18. See also [Government of Yukon, “Residential Landlord and Tenant Handbook” \(2023\)](#) at 11.

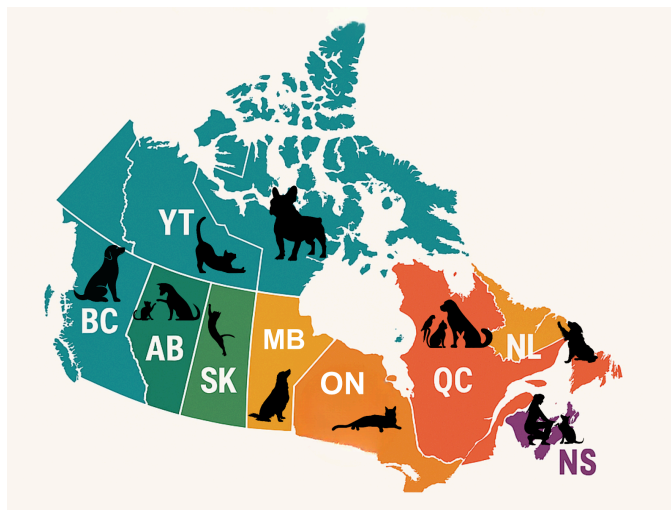
¹⁵⁶ See [Human Rights Act, RSY 2002, c 116](#) at ss 7(h), 9(d) (Discrimination prohibited in connection with the occupancy of property offered to the public), 11(2), (3)(b) (Exceptions to discrimination).



6. Conclusion and Key Takeaways

This memo has presented a survey of the legislation affecting the rights of tenants to have pets in rented dwellings, including service dog handlers. The following may be useful takeaways to people who are working on this issue:

- Residential tenancy legislation varies across Canada's provinces and territories. Saskatchewan, for example, is not unique in that its residential tenancies legislation is silent on the question of pets. However, it is preferable for the issue to be regulated in legislation so that tenants and landlords do not need to go to the Office of Residential Tenancies or its equivalent to resolve disputes, including disputes over damage caused by pets at the end of the lease.
- Ontario's legislation is the strongest of all provinces and territories when it comes to protecting the rights of tenants to have pets. The legislation includes provisions for allergies and disturbances to the peaceable enjoyment of the property of other tenants (or the landlord themselves, if they also live in the dwelling).
- The rights of service dog handlers to access housing are well-established across the country.
- Emotional Support Animals are not a legally recognized category of pet ownership that entitles people to certain housing rights in Canada.
- Where pet deposits exist, regulating them may be helpful to avoid situations like that of Alberta, where pet owners feel that they are forced to pay extra money in order to have an animal, but have no recourse to contest predatory fees.





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First Nations	<i>Sheshegwaning First Nation Dog By-Law #3</i> <i>The Six Nations of the Grand River By-Law for the Control And Registration Of Dogs</i> ,	
Alberta	<i>Blind Persons' Rights Act, RSA 2000, c B-3</i> <i>Residential Tenancies Act, SA 2004, c R-17.1</i>	
British Columbia	<i>Guide Dog and Service Dog Act, SBC 2015, c 17</i> <i>Residential Tenancy Act, SBC 2002 c 78</i>	<i>Arlin v. Coast Mountain Bus, 2016 BCHRT 71</i> <i>Lylack v. The Owners, Strata Plan Number LMS1755 and others, 2022 BCHRT 16.</i>
Manitoba	<i>The Human Rights Code, CCSM c H175</i> <i>The Residential Tenancies Act, CCSM c R119</i>	
New Brunswick	<i>Human Rights Act, RSNB 2011, c 171</i> <i>Residential Tenancies Act, SNB 1975, c R-10.2.</i>	
Newfoundland and Labrador	<i>Residential Tenancies Act, 2018, SNL 2018, c R-14.2.</i> <i>Service Animal Act, SNL 2012, c S-13.02</i>	



Northwest Territories	<u>Human Rights Act, SNWT 2002</u> <u>Residential Tenancies Act, RSNWT 1988 c R-5</u>	<u>Lawson v. 994486 N.W.T. Ltd., 2008 NWT HRAP 8</u> <u>Yellowknife Housing Authority v Caisse, 2014 CanLII 29029 (NWT RO).</u>
Nova Scotia	<u>Residential Tenancies Act, RSNS 1989, c 401</u> <u>An Act Respecting Service Dogs, SNS 2016, c 4</u>	<u>Walker v. Rouvalis, 2007 NSSC 137.</u>
Nunavut	<u>Human Rights Act, CSNu, c H-70</u> <u>Residential Tenancies Act, RSNWT (Nu) 1988, c R-5.</u>	
Ontario	<u>Blind Persons' Rights Act, R.S.O. 1990, c. B.7</u> <u>Human Rights Code, R.S.O. 1990, c. H.19</u> <u>Landlord and Tenant Amendment (Animals) Act, 1990, SO 1990, c 19.</u> <u>Residential Tenancies Act, 2006, SO 2006, c 17</u> <u>Tenant Protection Act, 1997, SO 1997, c 24</u>	<u>Drewlo Holdings Inc. v. Weber, 2011 ONSC 6407</u> <u>Heipel v Charles, 2020 CanLII 118433 (ON LTB).</u> <u>Liu v Jacques, 2021 CanLII 145998 (ON LTB)</u> <u>M. & R. Properties v. Ryll, [1989] OJ No 1233</u> <u>M.R. v. D.E., 2016 ONSC 1542</u> <u>Niagara North Condominium Corp. No. 46 v. Chassie 1999 CanLII 15035 (ON SC)</u> <u>Quickdart Investments Limited v Barry, 2021 CanLII 129976 (ON LTB)</u> <u>SWT-16157-10 (Re), 2011 CanLII 101415 (ON LTB).</u> <u>TEL-02060-19 (Re), 2020 CanLII 61077 (ON LTB).</u> <u>TEL-26757 (Re), 2009 CanLII 78527 (ON LTB)</u> <u>TET-73420-16 (Re), 2016 CanLII 100357 (ON LTB)</u> <u>TSL-29326 (Re), 2010 CanLII 67965 (ON LTB)</u>





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Yukon	<i>Human Rights Act, RSY 2002, c 116</i>	



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