

BOMA Magazine

Legal-Ease: Are Pets a Good Fit For Your Office Building?

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Some office workers may find themselves sharing a cubicle with an unexpectedly furry coworker as pets increasingly make their way into office settings. Traditional office environments still generally prohibit pets, other than the long-standing exception for service animals. However, some tenants want their employees to have the option to bring Fido or Fluffy to the office. Pets have long been considered therapeutic, and some believe that allowing them in the workplace improves office morale, resulting in a healthier and more productive workforce. As employers compete for top talent by offering lavish amenities and other perks, allowing employees to bring their beloved dog or cat into the office with them can make a workplace more enticing. Likewise, offering pet-friendly tenant spaces can set a property apart in a competitive market. However, bringing animals into a workplace can cause chaos, liability issues and even health concerns if not handled carefully. Property owners and managers should consider the following issues before creating pet-friendly spaces within their buildings:

BUILDING CULTURE.

Pets affect the entire building—not just the tenant spaces where they are allowed. Is the building culture one that would permit pets to come in and out of the building without causing significant interruption? If pets have been prohibited in the building and the landlord is looking to make a change or exception, consider how this rule change would impact existing leases.

- **Specific Restrictions on Pets.** It's important that any lease or rule provision permitting pets be specific and clear. Blanket language permitting pets is a recipe for disaster. Consider the number, size, type and breed of pet that is allowed, and keep the language narrow. The last thing a landlord wants is for a tenant to find a lease loophole that permits foxes (even really nice ones). Any pet with a history of aggression should be prohibited, and check to see if certain dog breeds are restricted in your area. Pets should be required to be leashed or carried when outside the premises. Depending on the type of pet permitted, it may be necessary to ensure the pet is only allowed in the premises when the tenant's employees are present. Otherwise, pets, such as rabbits or guinea pigs, may be left unattended overnight.
- **Enforcement.** The more specific the rules, the more complicated enforcement may be. For instance, will the property manager maintain records as to pet registration, weight and immunizations? While the tenant will be obligated to comply under the lease, individual employees will be the pet owners, potentially creating issues around enforceability.

- **Wear and Tear.** Even well-behaved pets increase building wear and tear. Landlords should consider requiring additional deposits or nonrefundable fees for tenants with pets. In addition to the physical burdens that pets impose, there are additional administrative costs. Also consider the increased ingress and egress that will be required as pet owners take their animals for walks throughout the day.
- **Effect on Other Tenants.** Just as some tenants would find an office with pets to be an improved work environment, other tenants would see an office with pets as a negative. An employee may have allergies or another medical condition that makes it difficult for them to be around animals. Within a tenant space, this would be an issue for the office tenant to address. However, if the pets of one tenant impact the health of the employee of another tenant, this could be an issue for the landlord and property manager to address.
- **Nuisance Issues.** The language in the lease and rules should reserve the right of the landlord to terminate a tenant's right to have pets in the premises if any of the pet restrictions are violated. This should include barking and other pet noise or odor that is offensive to the landlord or other tenants, as well as the tenant's failure to clean up after pets.
- **Liability Concerns.** Though pets can be an asset to the office environment, they also can be a source of liability. If a landlord permits pets in the office, that landlord should require that the tenant provide sufficient insurance coverage and indemnification for any resulting damages. This could be a dog bite, scratch, tripping over a pet or similar damage. Without sufficient insurance and indemnification, the landlord could be on the hook for damages.

Landlords and property managers may be aware of pet war stories—and pets certainly come with risk. However, a responsible tenant will only seek to allow well-behaved pets to be part of the office environment. With strong lease language and rules laid out in a solid pet agreement, adding pets to an office may offer a rewarding—and unique—amenity.

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