

I've Been Hiding a Cat from My Landlord. Should I Renew My Lease, Or Leave Before I Get Caught?

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September 16th, 2015



We often receive emails from readers asking for help in navigating their own real estate crises. In Realty Bites, we try to get them answers.

THE CONUNDRUM

"My landlord and lease specifically say no pets, but I've had a cat for the past 8 months, and no one has noticed or complained. I'm up for renewal this winter, however, and they'll likely want to inspect when I re-sign. Should I re-sign and hide the cat; try to negotiate since it's been here without causing problems; or stop pushing my luck and find a new place?"

THE SOLUTION

The answer to this one depends heavily on your landlord, your building, and your own personal tolerance for risk (and deception). "This is a clear case of risk versus reward," says [Daniel Itingen](#), a rental manager with [Platinum Properties](#). "Although hiding a cat is far easier than hiding a dog, by signing a document which states very specifically that pets are not allowed and

breaking that agreement you're potentially risking dealing with a lot of emotional stress as well as long-term negative effects on your credit report [if you end up getting evicted]."

Also, Itingen points out that while no one may have noticed or complained about your secret pet, "it will only take one person in your building to be somehow irked by either you or your cat and blow the whistle on you." While New York City law does protect renters who've kept pets for three months or more in an "open and notorious" manner—in other words, enough that the landlord or building staff knew about your animal, and chose not to act—if you've actively been hiding your four-legged friend from the landlord, you're not too likely to be covered. This puts you at risk of eviction, or an ultimatum from the landlord the cat leaves or you both leave together. (And no shot at a good reference for your *next* apartment.)

This is where it's time to take stock and assess your landlord: Are they litigious? Or are they looking the other way from other pets or illegal tenant activity in the building, and do you think they'd be open to negotiation? "In 35 years, I've only seen one landlord go after a tenant for a cat," says tenant's rights attorney Sam Himmelstein. "That said, it's still a breach of your lease," he says, which puts you at risk of getting the boot.

If you're OK with re-signing and keeping the cat under wraps with the knowledge that you're legally in the wrong, and could eventually face the consequences, that's up to you. But if keeping this kind of secret is causing you anxiety, it's time to either leave or attempt negotiations, says Dr. Lynn Saladino, an in-house psych consultant for Mirador Real Estate. "If you're considering leaving without a conversation to avoid conflict, then some simple prep might go a long way in alleviating your anxiety to get you the best of both world," she says. "If your landlord is open to negotiation, I would recommend preparing yourself to address his potential concerns before the conversation even starts. This will allow you to enter the conversation in a calm, professional, and understanding manner. The goal is [to] communicate your desire, offer solutions, and avoid putting he/ she in a position of feeling defensive (which often leads to an immediate "no")." Some suggestions: Can you offer extra security deposit, cat-proof the apartment on your own dime, or otherwise alleviate the landlord's worries?

"If all of this still doesn't work, then it might be time to find a new place for you and your precious kitty," says Saladino. "At least you will know you tried."