



**JAMES G. DIBBINI
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Attorneys At Law
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What Landlords Need to Know About Dogs in Apartments with No-Pet Clauses

If you own or manage residential rental property in Westchester County, it's important to understand the county's specific law governing dogs in buildings—even when your lease includes a no-pet clause.

Westchester County has enacted a local law that can limit your ability to enforce a no-dog provision if certain conditions are met. This law is similar to New York City's "three-month rule" and is designed to protect tenants who keep dogs in their apartments openly and without objection.

☐ Westchester County Dog Law: Chapter 690

Under Westchester County Laws Chapter 690, landlords waive their right to enforce a lease's no-dog clause if all of the following apply:

1. The dog has been in the apartment for 90 days or more, and
2. The landlord or their agent knew or should have known the dog was there, and
3. The landlord did not take legal action within that 90-day period.

In other words, if a dog has lived in the apartment openly and notoriously for at least 90 days and the landlord does nothing to enforce the lease during that time, the tenant may be allowed to keep the dog—even if the lease prohibits pets.

☐ Exceptions to the Rule

You may still be able to take action despite the 90-day rule if:

- The dog poses a nuisance, threat to health or safety, or causes property damage
- The tenant is violating local animal control or housing codes
- The dog qualifies as a dangerous animal under New York State law

☐ What Landlords Should Do

If you become aware that a tenant is keeping a dog in violation of the lease:

1. Act quickly—issue written notice and/or consult your attorney immediately.
2. Document everything—photos, communications, witness observations.
3. Consult legal counsel—our office can help determine whether a legal holdover proceeding is appropriate to enforce your lease.

Remember: waiting too long may result in a permanent waiver of your right to enforce the no-pet clause as to that specific dog.

☐☐ Important Note on Service Animals

This law does not override federal or state housing laws regarding service animals or emotional support animals (ESAs). Those situations are handled under the Fair Housing Act and New York Human Rights Law, and different legal standards apply.

At James G. Dibbini & Associates, P.C., we represent landlords across Westchester County and New York City. If you're facing a potential dog-related dispute or need help protecting your property rights, we're here to guide you through the process.

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