



This Stowe guide is to explain what legal options are available to you if you cannot agree on who keeps the family pet as part of the divorce or separation.

Currently, the law is clear – a pet is classed as a chattel i.e. an item of personal property such as an item of furniture or jewellery. Essentially, the party who bought the animal, and to whom it is registered, will keep it. The only exception is if there is clear evidence the animal was subsequently gifted to the other party.

When trying to resolve ownership issues in a divorce we recommend that clients:

- Consider factors such as who bought the animal, who primarily cared for it, who paid the vet bills etc, in order to arrive at a fair decision on who should keep it.
- Reflect on what is in the animal's best interests; if one of you goes out to work all day and the animal is left alone, it might be fairer for him or her to live with the person who is around more.

If you and your ex-partner are on amicable terms, it might be possible to adopt a 'shared care' approach. For example, a pet dog can regularly be taken for walks by the party with whom the pet no longer lives or can provide free pet-care whilst you are on holiday.

### Mediation

If it is not possible to reach an agreement, you could consider attending mediation. This would enable you and your ex-partner to sit down with a trained impartial mediator who will help you resolve the issue.

If mediation does not work, a pet could be considered as part of an overall financial settlement on divorce. However, if this is the only area of dispute, it is unlikely to be cost-effective to issue court proceedings purely to resolve this issue. Yet some firmly take the view that you cannot put a price on the family pet!

### Why create a petnup?

Ultimately, to avoid any heartache and potentially costly legal proceedings, it is certainly worth considering entering into an agreement to resolve what will happen to the pet in the event of a separation.

A 'petnup' can cover who the pet will live with, who will care for it, who will pay for vet fees and other expenses etc. The agreement is essentially a contract and, on this basis, a court would very likely uphold the terms of it.

### Need more information?

Call our Client Care Team on 0330 838 7456 to speak with one of our specialist family lawyers or visit [www.stowefamilylaw.co.uk](http://www.stowefamilylaw.co.uk)