

Tackling Furry Problems: Can I Sue A Pet Groomer For Negligence?

*By: Darius Chan

I. Introduction

Has your beloved pet been hurt by your pet groomer before? This situation is not uncommon: it has been reported that pet groomers had snipped off a small piece of flesh from a Chihuahua's ears,¹ and even a bit of a Poodle's tongue in the past.²

Pet owners can urge the relevant authorities such as the Singapore Police Force³ or the National Parks Board⁴ ("NPB") which is in charge of animal welfare to investigate the matter and prosecute the pet groomer, since it is an offence to cause any unnecessary pain or suffering to an animal by unreasonably doing or omitting to do any act.⁵ Pet owners can also seek monetary compensation for the harm caused to their pets by filing a private lawsuit against the pet groomers for negligence.

This article will focus on the effectiveness of such private lawsuits by assessing the applicable law in Singapore. This article further proposes that pet owners should get pet insurance, as a better alternative to a private lawsuit to receive monetary compensation should such events occur.

II. Discussion

* Year 4 LL.B. student, Yong Pung How School of Law, Singapore Management University.

¹ Melody Ng, "Man Who Groomed Dog was Unqualified", *AsiaOne* (22 June 2014) <<https://www.asiaone.com/singapore/man-who-groomed-dog-was-unqualified>> (accessed 9 October 2021).

² Mandy How, "S'pore Groomer Accidentally Snips Dog's Tongue, Owners Want S\$22,000 in Compensation", *Mothership* (7 August 2019) <<https://mothership.sg/2019/08/poodle-dog-tongue-snipped-paws-chu-kang/>> (accessed 9 October 2021).

³ Animals and Birds Act (Cap 7, 2002 Rev Ed) s 3(2).

⁴ *Id.*, ss 2 and 3(1).

⁵ *Id.*, s 42(1)(c).

Pet owners may sue pet groomers for negligence by proving that:⁶

- (a) the pet groomer owes the pet owner a duty of care;
- (b) the pet groomer failed to fulfil this duty of care by acting below the standard of care required;
- (c) the failure to fulfil this duty of care caused the pet's injury; and
- (d) the type of injury inflicted is not too inconceivable.

A. *Duty of Care*

Pet groomers owe pet owners a duty of care when it is factually conceivable that the groomers' negligent act or omission might result in the harm suffered by the pets (and hence their owners), and there is a close relationship between pet owners and pet groomers. However, this duty of care will not be recognised if there are policy considerations against it.⁷

The requirement that the harm caused by pet groomers be factually conceivable is easily satisfied⁸ since pet grooming involves the use of potentially dangerous equipment such as shavers and clippers. In this regard, it is conceivable that any carelessness⁹ on the part of the groomers would cause injury to the pet, resulting in loss to the owner.

In determining whether there is a close relationship between pet owners and pet groomers, the court will look at the following factors:¹⁰

- a) the physical closeness between pet groomers and pets (and by extension, their owners) in terms of time and space;
- b) whether there is a professional relationship between pet groomers and pet owners; and
- c) the closeness of the relationship between the pet groomers' act and the injury sustained by the pets (and by extension, their owners).

⁶ *Spandeck Engineering (S) Pte Ltd v Defence Science & Technology Agency* [2007] 4 SLR(R) 100 (“*Spandeck*”), at [21].

⁷ *Id.*, at [73]–[75].

⁸ *Id.*, at [75].

⁹ *Ibid.*

¹⁰ *Id.*, at [78].

The first factor is established since pet groomers must have direct contact with the pets to groom them. The second factor is also established since pet owners are clients of pet groomers. Lastly, the third factor is established since it is the pet groomers' act of grooming that inflicted injuries on the pets, which resulted in loss to the owners. Therefore, since a close relationship exists between pet owners and pet groomers, a *prima facie* duty of care is established.

Next, the court will look at whether there are policy considerations going against the recognition of this duty of care.¹¹ For instance, if the pet owners had entered into an agreement that excludes the pet groomers from being liable for injuring their pets, the duty of care will not be recognised.¹² Therefore, pet owners should read the terms of what they had signed carefully before sending their pets for grooming to ensure that such a policy consideration does not go against the recognition of a duty of care.

The court will also regard the availability of pet insurance as a policy consideration since it protects pet owners' interests by insuring their loss.¹³ However, unlike an agreement that exempts pet groomers from liability,¹⁴ the availability of insurance is merely one of the many policy considerations that the courts will look at and thus is not the sole determining factor in determining whether a duty of care should be recognised.¹⁵

B. Standard of Care

If a duty of care is established, the court will look at the standard of care required by pet groomers to determine if they have failed to satisfy it.¹⁶ In determining this standard of care, the court will refer to the industry standard.¹⁷

¹¹ *Id.*, at [83].

¹² *Ibid.*

¹³ *NTUC Foodfare Co-operative Ltd v SIA Engineering Co Ltd* [2018] 2 SLR 588 (“*NTUC Foodfare*”), at [55].

¹⁴ *Spandeck*, *supra* n 6, at [83].

¹⁵ *NTUC Foodfare*, *supra* n 13, at [56].

¹⁶ *Spandeck*, *supra* n 6, at [21].

¹⁷ *Ng Huat Seng v Munib Mohammad Madni* [2017] 2 SLR 1074, at [74].

The relevant industry standard is established under the Code of Animal Welfare (the “Code”) produced by NPB.¹⁸ Annex C of the Code states the minimum standards for pet groomers when grooming pets.¹⁹ For example, Clause 4.2 states that pet groomers must take care “when drying the animal with a blow-dryer after a bath to avoid heat stress and scalding”.²⁰ Hence, if pets have been scalded by a blow-dryer, pet owners may rely on such clauses to prove that pet groomers did not meet the standard of care required.

C. Causation

If it is proven that the pet groomers did not meet the standard of care required, the court will then employ the “but-for” test to determine whether the pet groomers’ act, which failed to meet the standard of care, caused the pet’s injury and thus loss to its owner.²¹ The question is whether the injury would not have occurred *but for* the act.²² In such cases, if it could be said that the pet’s injury would not have occurred had the groomers *not* acted in a way that breached the standard of care, then causation is proven.²³ By contrast, if the injury would have occurred even if the act in question is disregarded, causation is not established.²⁴

D. Type of Loss

After causation is proven, the court will assess whether the *type* of injury is too inconceivable. The court will employ the “reasonable foreseeability” test, which involves asking whether pet groomers are liable for the consequences their act has caused.²⁵

¹⁸ National Parks Board website <[https://www.nparks.gov.sg/avs/-/media/avs_-caw-pet-industry-full-\(eng\).pdf](https://www.nparks.gov.sg/avs/-/media/avs_-caw-pet-industry-full-(eng).pdf)> (accessed 10 October 2021).

¹⁹ *Ibid.*

²⁰ *Ibid.*

²¹ *Sunny Metal & Engineering Pte Ltd v Ng Khim Ming Eric* [2007] 3 SLR(R) 782 (“*Sunny Metal*”) at [64].

²² *Ibid.*; see also *Halsbury’s Laws of Singapore* vol 14(4) (LexisNexis, 2021) at para 177.031.

²³ *Sunny Metal*, *supra* n 21, at [64].

²⁴ *Ibid.*

²⁵ *Id.* at [56]; see also *Halsbury’s Laws of Singapore* vol 14(4) (LexisNexis, 2021) at para 177.033.

The case of *Tremain v Pike*²⁶ illustrates the use of this test. In that case, the defendant's act in question caused rats to enter the premises. As a result, an employee contracted a rare condition called Weil's disease, which is contracted by contact with rats' urine. The court ruled that the employee could not receive monetary compensation as the disease was too inconceivable, emphasising that only diseases associated with rat bites and food contamination were conceivable in this case.²⁷

Therefore, pet owners may only claim for conceivable losses arising from their pet's injury. For example, if a pet groomer has injured a pet's tail, the pet owner cannot claim for costs relating to other parts of the pet's body other than its tail.

Pet groomers will be found negligent once all four requirements are satisfied, and pet owners will receive monetary compensation. However, this article posits, and as will be discussed next, that it might not be practical to pursue a private lawsuit because the compensation may be limited.

E. Effectiveness of Pursuing a Private Lawsuit in Negligence

For the injury of the pets, the amount of compensation pet owners can get will likely be capped at the pet's market value prior to the accident. In *Walker, Helen Debra v Soh Poh Geok*²⁸ ("*Walker*"), a case where a driver's negligent act caused Tibetan Mastiff Maximus's death,²⁹ the court limited the amount of compensation at Maximus's market value, accounting for depreciation over the number of years Maximus had lived.³⁰ Accordingly, while the cost of acquiring a Tibetan Mastiff was \$8,000, it was held that the market value of Maximus was \$2,700, taking into account "depreciation discount" as Maximus was 4 years old at the time of the accident.³¹

²⁶ *Tremain v Pike* [1969] 3 All ER 1303.

²⁷ *Id.*, at 1303.

²⁸ *Walker, Helen Debra v Soh Poh Geok* [2021] SGHC 113 ("*Walker*").

²⁹ *Id.*, at [1].

³⁰ *Id.*, at [3]–[4].

³¹ *Id.*, at [4].

While *Walker* involves the death of a pet, this limit on the amount of compensation will likely apply to situations where a negligent act has caused injury to a pet, as this is consistent with the approach taken in other jurisdictions. For example, in the US case of *Martinez v Robledo*, a vet nicked Golden Retriever Katie's intestine, causing internal bleeding. In addition to the cost of the procedure which amounted to US\$4,836, Katie's pet owner incurred another US\$37,766 in emergency care to save Katie's life. However, the court capped the compensation at US\$1,000, which was Katie's market value.³²

Should this market value limit apply to situations where pets are injured, the compensation will likely not reflect pet owners' actual loss. Quite the reverse, pet owners may incur more loss in terms of time and money spent in pursuing such private lawsuits.

F. Precautionary Measures for Pet Owners

Given the uncertainty of whether the Singapore courts would limit the amount of compensation, it will thus be prudent for pet owners to get pet insurance. Depending on the type of pet insurance and their coverages,³³ the amount of compensation pet owners can receive from their pet insurance may reflect their loss more accurately. Moreover, there is more certainty in getting compensation from pet insurance than filing a private lawsuit since pet owners must establish the four elements to prove that the pet groomers were negligent.

III. Conclusion

In conclusion, pet owners may sue pet groomers for negligence to seek compensation for hurting their pet when grooming, but the amount of compensation may be capped at a low value. Hence, pet owners should get pet insurance which provides for a more efficient and effective means to secure monetary compensation for their injured pets. Pet owners are also encouraged to report the matter to the relevant authorities to deter pet groomers from being negligent in the future.

³² Adam Karp & Julie Fershtman, "Recent Developments in Animal Tort and Insurance Law" (2013) 49(1) Tort Trial & Insurance Practice Law Journal 27, at 32.

³³ Alevin Chan, "4 Best Pet Insurance Plans To Protect Your Furkids (October 2021)", *SingSaver* (1 October 2021) <<https://www.singsaver.com.sg/blog/best-pet-insurance-singapore>> (accessed 9 October 2021).

