

# Decision of the Commissioner for Consumer Protection

## Section 11J(2) Residential Tenancies Act 1987

<b>Application Number:</b>	[redacted]
<b>Application Type:</b>	Landlord application to approve pet request with condition.
<b>Premises:</b>	[redacted]
<b>Bond held:</b>	\$2,060
<b>Tenants:</b>	[redacted] and [redacted]
<b>Landlords:</b>	[redacted] and [redacted]

### Decision

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The Commissioner orders:

1. The landlords' application is refused.
2. The tenants are permitted to keep the requested pet at the premises, and the requested condition does not apply.

### Request

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On 5 September 2024, the tenants requested to keep a 13-week-old Staffordshire Bull Terrier cross Mastiff puppy named [redacted] (the requested pet), at the premises, following the process established in the *Residential Tenancies Act 1987* (RTA).

### Application

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On 9 September 2024, the landlords applied to Consumer Protection for permission to set a condition on the approval of the tenants' request.

The landlords' requested condition is:

- The requested pet only be permitted to be housed outside in the rear and front yard patio area.

### Evidence

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The landlords and tenants were invited to provide evidence to support their views about the application.

The landlords provided the following evidence:

- Pet request form.
- Photos of the premises.
- Written submissions to Consumer Protection.
- Quote from [redacted].

The tenants provided the following evidence:

- Pet request form.
- Written submissions to Consumer Protection.
- Screenshots of text messages from [redacted] to the tenants.

## Law

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Under the RTA, tenants have the right to keep a pet at their rental premises with the landlord's approval.<sup>1</sup>

The tenant is responsible for any damage or nuisance caused by a pet they keep at the premises.<sup>2</sup>

Landlords have the right to apply to Consumer Protection for an order allowing them to set certain conditions on the approval of a pet request.<sup>3</sup>

The landlord is responsible for demonstrating that the conditions are reasonable.

When an application is received, the Commissioner is required to, either:

- approve the landlord's application; or
- refuse the landlord's application.<sup>4</sup>

## Reasons for Decision

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As a delegate of the Commissioner, I have reviewed all evidence. Only the evidence relevant to deciding this application is mentioned in these reasons for decision.

When deciding whether to approve a condition, I am guided by the following factors:

- Is the requested condition appropriate, reasonable, and proportionate to the risk?
- Is the requested condition covered under any other law?
- Do the parties agree to the requested condition?
- Does the requested condition address any of the following factors in the RTA:<sup>5</sup>
  - the premises are unsuitable for keeping the pet;
  - keeping the pet at the premises would exceed a reasonable number of pets being kept at the premises;
  - keeping the pet at the premises is likely to cause damage to the premises that could not be repaired for less than the amount of the security bond for the premises;
  - keeping the pet at the premises would pose an unacceptable risk to the health and safety of a person;
  - keeping the pet at the premises is likely to cause the lessor undue hardship; or
  - a prescribed ground.

### **Requested condition – The requested pet is only permitted to be housed outside in the rear and front yard patio area**

The landlords are concerned the requested pet could damage the floorboards and carpets inside the property.

Photos provided by the landlords show the main living area and hallway have wooden flooring. The landlords are concerned that the security bond would not be sufficient to cover costs to repair the flooring, should it be damaged by the requested pet. The landlords provided a quote from [redacted], confirming it will cost \$2,728 to sand and seal all wooden flooring, maintain areas where needed, and clean up the site. This quote assumes the requested pet will cause damage to the entire internal wooden flooring throughout the premises, or that damage in one part would require all wooden flooring to be subject to the same treatment. There is no evidence before me to suggest the requested pet is likely to cause damage, either to the entire floor or to a part of the floor. No evidence has been provided about the cost of replacing the carpets at the premises.

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<sup>1</sup> Sections 50A *Residential Tenancies Act 1987* (WA).

<sup>2</sup> Section 50I *Residential Tenancies Act 1987* (WA).

<sup>3</sup> Sections 50F(2) *Residential Tenancies Act 1987* (WA).

<sup>4</sup> Sections 50F(3) *Residential Tenancies Act 1987* (WA).

<sup>5</sup> section 50E(3) *Residential Tenancies Act 1987* (WA).

The landlords provided images of the yard to demonstrate the suitability of this area for the requested pet. The photos show a large, grassed area and covered patio area.

The tenants advised Consumer Protection that one person will usually be at home with the requested pet, and when this is not the case the requested pet would be put in the cat enclosure in the rear yard. The tenants advised that it is unlikely the requested pet would be unsupervised inside the house, and this will limit any potential damage caused by the requested pet. The tenants have also advised that the requested pet's nails would be clipped regularly, further reducing the risk of damage.

The tenants provided a screenshot of messages between themselves and [redacted] about the care of the requested pet. [redacted] advised that due to the requested pet being a puppy, it must be kept inside during the evenings while the weather is cooler.

After considering the information provided by both the landlords and the tenants, I am not satisfied that the landlords have demonstrated why the condition is necessary. Therefore, the condition requested by the landlord is not approved.

## **Appeal**

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A tenant or landlord who is dissatisfied with this decision can appeal to the Magistrates Court of Western Australia. Appeals must be lodged within seven days after receiving this decision, or a later date if leave is granted by the Court.

The appeal can be started by lodging both a [Form 1B – Appeal Against Registrar's Decision](#) and a copy of this notice with the Magistrates Court online at [ecourts.justice.wa.gov.au/eCourtsPortal](https://ecourts.justice.wa.gov.au/eCourtsPortal).

For information about appealing the decision see <http://www.commerce.wa.gov.au/consumer-protection/commissioner-determinations>.

Signed

[redacted]

**Delegate of the Commissioner for Consumer Protection**

**DATE OF ORDER AND WRITTEN REASONS**

[redacted] November 2024