

Decision of the Commissioner for Consumer Protection

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

Application Number:	[redacted]
Application Type:	Landlord application to refuse pet request
Premises:	[redacted]
Bond held:	\$2,800
Tenant:	[redacted]
Landlords:	[redacted] and [redacted]

Decision

The Commissioner orders:

1. The landlords must approve the tenant's request to keep the requested pet at the rental premises.
2. The tenant is permitted to keep the requested pet at the premises.

Request

On 25 September 2024, the tenant requested to keep a 3-year-old German Shepherd dog (the requested pet) at the premises, following the process established in the *Residential Tenancies Act 1987* (RTA).

Application

On 27 September 2024, the landlords applied to Consumer Protection for approval to refuse the tenant's request.

The landlords' refusal was on the grounds that:

- The premises are unsuitable for keeping the pet.
- 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.

Evidence

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

The landlords provided the following evidence:

- Video of routine inspection.
- Routine inspection report.
- Videos of the premises.
- Photos of the premises.
- Written submissions to Consumer Protection.

The tenant provided the following evidence:

- Photos of the premises.
- Pet Request Form 25.
- Written submissions to Consumer Protection.

Law

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

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

Landlords have the right to apply to Consumer Protection for an order allowing them to refuse the pet.³

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

- approve the landlord's application; or
- order the landlord to approve the tenant's request.⁴

The Commissioner may approve this application if satisfied that the grounds claimed by the landlord are established. In this case, the claimed grounds are:⁵

- The premises are unsuitable for keeping the pet.
- 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.

The landlord is responsible for demonstrating that at least one of the above reasons apply.

The Commissioner may set conditions on the approval of the tenant's request.⁶

Reasons for Decision

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.

Are the premises unsuitable for keeping the pet?

In the pet request form dated 25 September 2024, the tenant states that the pet will be always kept outside.

The landlords submit that it would be 'inhumane' to keep the requested pet outside without a shelter or kennel. Both parties provided Consumer Protection with photos of the premises. The photos indicate that the outdoor area is fully fenced with a grassed area, garden beds, and a sheltered and paved patio area. The patio will provide both shelter and shade from the weather.

The RTA provides examples of why a premises may be unsuitable, such as lack of fencing and open spaces.⁷ Having regard to these examples, I am satisfied that there is secure fencing and open space for the requested pet.

There is no other evidence which suggests that the premises are unsuitable for keeping the requested pet.

¹ Section 50A *Residential Tenancies Act 1987* (WA).

² Section 50I *Residential Tenancies Act 1987* (WA).

³ Section 50E(1) *Residential Tenancies Act 1987* (WA).

⁴ Section 50E(2) *Residential Tenancies Act 1987* (WA).

⁵ Section 50E(3) *Residential Tenancies Act 1987* (WA).

⁶ Section 50E(4) *Residential Tenancies Act 1987* (WA).

⁷ Section 50E(3) *Residential Tenancies Act 1987* (WA).

I have considered the evidence presented by both parties, and I am not satisfied that the premises are unsuitable for keeping the requested pet.

Is keeping the pet at the premises likely to cause damage that would cost more than the security bond to repair?

A security bond of \$2,800 is held with Bonds Administration for this premises.

In written submissions to Consumer Protection, the landlords raised the following concerns:

- The tenant agreed to rent out the premises on the condition that pets are not allowed, and the tenant is now being “dishonest” by requesting a pet.
- The requested pet and an additional dog have been kept at the premises in breach of agreement. The landlords supplied photos showing pet hair in a sliding door at the premises.
- The tenant “does not have a good income to cover damage cost by pet if that exceeds the bond money”.

From 29 July 2024, changes to the RTA came into effect giving tenants the right to request permission to keep a pet at their rental premises. As part of these changes, tenants are entitled to request to keep a pet, even if their residential tenancy agreement includes a term prohibiting pets - such a term would now be void for inconsistency with the RTA.

I acknowledge that the landlords believe that the requested pet and another dog have been kept at the property for an unknown period. This is not relevant to the question of whether the requested pet is likely to cause damage, and whether that damage is likely to cost more than the bond to repair.

In written submissions to Consumer Protection, the tenant states that the requested pet is well trained.

No evidence has been provided to demonstrate that the requested pet is likely to cause damage that would cost more than \$2,800 to repair. The tenant’s income is not a relevant consideration for this ground.

Having regard to the evidence presented by both parties, I am not satisfied that the requested pet is likely to cause damage that would cost more than the security bond to repair.

Appeal

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.

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] October 2024