

# Decision of the Commissioner for Consumer Protection

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

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| <b>Application Number:</b> | [redacted]                                 |
| <b>Application Type:</b>   | Landlord application to refuse pet request |
| <b>Premises:</b>           | [redacted]                                 |
| <b>Bond held:</b>          | \$2,960                                    |
| <b>Tenant:</b>             | [redacted]                                 |
| <b>Landlord:</b>           | [redacted]                                 |

### Decision

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The Commissioner orders:

1. The landlord must approve the tenant's request to keep the requested pet at the rental premises.

### Request

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On 30 July 2024, the tenant requested to keep a one-and-a-half-year-old miniature schnauzer dog 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 2 August 2024, the landlord applied to Consumer Protection for approval to refuse the tenant's request.

The landlord's reasons for refusing the pet request are:

- Keeping the pet is likely to cause damage which will cost more than the bond to repair.
- The premises are not suitable for keeping the pet.

### Evidence

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

The landlord provided the following evidence:

- Pet request form.
- Photos of premises.
- Incoming Property Condition Report and virtual tour.
- Lease agreement.
- Quote from [redacted]. This quote sets out that the approximate cost of sanding, removing dirt and coating all timber flooring using a solvent base is \$5,412. This excludes potential costs of supply, repair/replacement, and delivery, which may exceed several hundreds of dollars.

The tenant provided the following evidence:

- Pet request form.
- Letter to Consumer Protection.
- Email from dog groomer ('[redacted] [redacted]') to Consumer Protection.
- Photos confirming there are rugs in the living room and master bedroom.

## 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 refuse the pet.<sup>3</sup>

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

- approve the landlord's application; or
- order the landlord to approve the tenant's request.<sup>4</sup>

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

- keeping the pet would likely cause damage that will cost more than the bond to repair; and/or
- the premises is not suitable for keeping the pet.<sup>5</sup>

The landlord is responsible for satisfying the Commissioner that one or both of the above grounds apply.

## 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.

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

The landlord has raised concerns that the requested dog is likely to cause damage to the floorboards that would cost more than \$2,960 to repair.

In their evidence, the landlord provided a quote confirming the total cost of sanding, removing dirt, and coating all timber flooring using a solvent base will cost \$5,412.

This quote assumes the requested pet will cause damage to every room of the house. No evidence was provided that the requested pet is likely to cause this damage.

The tenant provided a letter from [redacted], confirming the requested dog's nails are clipped regularly. The tenant also advised the dog's nails are worn down because he is walked regularly on concrete and bitumen.

The tenant has rugs in the living room and master bedroom, and stated they can purchase more runners to cover the hallway area. Damage to the floorboards underneath a rug/runner is very unlikely.

The tenant submits that the requested dog is small, weighing 9kg. This is a relevant factor when considering the likely extent of scratches to the floorboards.

It is unlikely the dog will cause damage to every room of the premises due to the presence of rugs, the dog's small size and weight, its nails being trimmed regularly, and being walked regularly.

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

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

<sup>3</sup> Section 50E(1) *Residential Tenancies Act 1987* (WA).

<sup>4</sup> Section 50E(2) *Residential Tenancies Act 1987* (WA).

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

Considering the information from the landlord and the tenant, I am not satisfied that the requested dog is likely to cause damage that would cost more than the security bond to repair.

**Is the premises unsuitable for keeping the requested pet?**

The photos and virtual house tour video show that this premise has jarrah floorboards throughout, and a fully fenced backyard.

The landlord submits that the premises are unsuitable because the floorboards in the interior are original, and they have never previously rented the property to a tenant with animals.

The landlord has not provided any evidence as to why the floorboards make the premises unsuitable for keeping the requested pet apart from their concerns around damage, which is considered above.

For these reasons, I am not satisfied that the premises are unsuitable for keeping the requested pet.

**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](http://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] September 2024