

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:	\$5,260
Tenant:	[redacted]
Landlord:	[redacted]

Decision

The Commissioner orders:

1. The landlord is ordered to approve the tenant's request to keep the requested pet at the premises.
2. The landlord's approval of the requested pet is subject to the condition that the requested pet must be kept outside at all times.

Request

On 29 July 2024, the tenant requested to keep a 5-year-old Samoyed dog [redacted] (the requested pet), at the premises, following the process established in the *Residential Tenancies Act 1987* (RTA).

Application

On 12 August 2024, the landlord applied to Consumer Protection for approval to refuse the tenant's request.

The landlord's refusal was on the grounds that:

- The premises is unsuitable for keeping the pet.
- Keeping the pet 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.

Evidence

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.
- Lease Agreement.
- Photos of the premises.
- Application form.
- Written statements to Consumer Protection.

- Quote from [redacted] which states it will cost \$8,712 to complete the following work: restore and rectify damage to floors throughout full house including “fine sanding, punch and fill where required, and applying a sealer/basecoat”.
- Quote from [redacted] dated [redacted], stating it will cost a total of \$8,017.10 to “supply and install all carpet” in the premises, including uplifting and disposing the old carpet. This quote uses totals from previous purchase.
- Screenshots from www.yourpurebredpuppy.com and www.greencrossvets.com.au

The tenant provided the following evidence:

- Photos of the premises.
- Written statements to Consumer Protection.
- Copy of emails from tenant to property manager.

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:

- 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 is unsuitable for keeping the pet.
- Keeping the pet 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.

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

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

Reasons for Decision

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

Is the premises unsuitable for keeping the pet?

The RTA provides examples of why a premises may be unsuitable, such as a lack of fencing and open spaces.

The property manager and tenant provided several photos of the premises. These photos indicate:

- The back garden is fully fenced with a grass area, and a paved area.
- The front garden is fully fenced and has a large grass area and garden beds.

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).

I am satisfied there is adequate secure fencing and open space for the requested pet.

Given the evidence presented by both parties, I am not satisfied that the premises is unsuitable for keeping the requested pet.

If the pet is approved, would this exceed a 'reasonable number of pets' being kept at the premises?

The landlord has raised concerns that keeping the requested pet at the premises would exceed a 'reasonable number of pets' at the premises, given there is already one approved cat at the premises.

When considering what is a 'reasonable number of pets', I have considered:

- The nature and size of the premises.
- The requested pet.
- Any existing pets at the premises.
- Applicable Local Government laws.⁷

The premises is large enough for the two animals to co-exist. There has not been any evidence presented by the landlord that suggests keeping the requested pet would exceed a 'reasonable number of pets' at the premises.

Considering the evidence provided by both parties, I am not satisfied that having a dog and cat at the premises will exceed a reasonable number of pets at the premises.

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

The security bond amount is \$5,260.

In 2023, the landlord states they spent 18-months restoring to the premises to the value of \$100,000. This included installing woollen carpets, professionally restoring floorboards, and planting native plants in the garden beds. The landlord asserts that it would cost over \$16,000 to replace all carpets and restore "damage" to hardwood flooring in the premises. In a written statement to Consumer Protection, the landlord asserted that to maintain the heritage and quality grade of the flooring, damage cannot be repaired in isolation (i.e. all of the flooring needs to be repaired if there is a small amount of damage in one area).

The landlord provided a screenshot of common traits of the Samoyed breed, taken from www.yourpurebredpuppy.com. This website states Samoyed dogs can be destructive when left alone too much, and can be excessive barkers. The Greencross Vets website screenshot stated "A Samoyed sent to the backyard alone for days on end is torture....and can result in noticeable personality changes. This can include excessive digging up of the yard and destroying furniture". This information is general in nature and not specific to the individual requested pet.

The tenant provided written evidence to Consumer Protection confirming the requested pet is a gentle dog who does not dig holes, is walked twice per day, and sleeps most of the time. The tenant also confirmed in writing on 2 August 2024, that they are happy to keep the requested pet outdoors at all times.

Considering the information from the landlord, if the requested pet is kept inside, then the requested pet could cause damage that would cost more than the security bond to repair.

Condition – the requested pet must be kept outside at all times

The tenant has confirmed in writing that they are happy to keep the requested pet outside at all times.

⁷ Clause 3.2, [redacted], clause 65 [redacted].

Keeping the requested pet outside will eliminate the risk of damage to the inside of the premises by the requested pet, specifically to the flooring and carpets, which have been recently restored and are expensive.

A condition requiring that the requested pet is kept outside at all times is an effective and practical solution that will balance the interests of both parties.

Conclusion

Considering the information from the landlord and the tenant:

- I am **not** satisfied that the premises is unsuitable for keeping the requested pet; and
- I am **not** satisfied that the keeping of the requested pet would exceed a reasonable number of pets being kept at the premises.
- On the condition that the requested pet will be kept outdoors at all times, I am **not** satisfied that keeping the pet outside at the premises would cost more than the security bond to repair.

Accordingly, the Commissioner orders that the landlord must consent to the tenant's request, subject to the condition that the requested pet must be kept outside at all times.

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] September 2024