

# 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 refuse pet request
<b>Premises:</b>	[redacted]
<b>Bond held:</b>	\$4,400
<b>Tenants:</b>	[redacted], [redacted] and [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 premises.

### Request

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On 13 August 2024, the tenant requested to keep a medium English Staffordshire Bull Terrier dog [redacted] (the requested pet), at the premises, following the process established in the *Residential Tenancies Act 1987* (RTA).

### Application

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On 21 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 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.

### Evidence

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

The landlord provided the following evidence:

- Photos of the premises.
- Written submissions to Consumer Protection.

The tenants provided the following evidence:

- Pet request form.
- Photos of the premises.
- Written submissions to Consumer Protection.

- Written references for the requested pet and [redacted] from two previous landlords [redacted] and [redacted].
- Bond Lodgement Forms for two previous tenancies verifying the names of previous landlords.

## 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 either:

- 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, the claimed grounds are:<sup>5</sup>

- 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 one or both of the above reasons apply.

The Commissioner may set conditions on the approval of the tenant's request.<sup>6</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.

### Is the premises unsuitable for keeping the pet?

The landlord raised the following concerns about the suitability of the front and rear courtyards:

- the back courtyard is too small for the requested pet, concrete (as opposed to grass), and can get hot in summer which is unsafe for the requested pet.
- the floor covering in the front courtyard is artificial turf, which can smell if used as a toilet by the requested pet, and can also get very hot in summer.

[redacted], tenant and owner of the requested pet, advised Consumer Protection the requested pet is a low-drive energy dog with spinal issues, and doesn't require a large back yard to run around in.

[redacted] also stated that that the requested pet will be sufficiently exercised by regular walks, and by being taken into work with them.

I am satisfied that both courtyards are fully fenced and secure. I am satisfied that the interior of the premises is large with sufficient space for the three tenants and requested pet to co-exist.

I acknowledge the landlord's concerns about the courtyards, however given that the requested pet is exercised frequently, the courtyards are secure, and the requested pet will have access to cooler areas inside the premises, I am not satisfied that the premises is unsuitable for the requested pet.

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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).

<sup>6</sup> Section 50E(4) *Residential Tenancies Act 1987* (WA).

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

The landlord is concerned the requested pet will have a toileting accident and damage the artificial lawn and carpet.

The landlord has not provided independent evidence of the costs to repair damage to the artificial lawn or carpet.

[redacted] states they do not intend on allowing the requested pet to use the astro turf for toileting needs, and will take the requested pet off the premises for all toileting needs and will pick up any mess left from toileting.

[redacted] advised that the requested pet is taken to work with them during the day, and sleeps in a crate during the night. This suggests that the risk of damage to the premises by the requested pet is low.

[redacted] provided Consumer Protection with two written references from previous landlords. These references suggest the requested pet did not cause any damage at two previous rental properties.

The landlord is concerned that pet dander requires cleaning and can leave a negative odour throughout the premises. The rental references state that the requested pet did not leave any odour throughout the previous rental premises. [redacted] advised Consumer Protection that the requested pet does not shed hair.

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

### **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 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] September 2024