

# 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>	\$1,940
<b>Tenant:</b>	[redacted]
<b>Landlord:</b>	[redacted]

### Decision

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The Commissioner orders:

1. The landlord's application is approved.
2. The tenant is not permitted to keep the requested pet at the premises.

### Request

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On 10 December 2024, the tenant requested to keep a 13-year-old Poodle cross [redacted] at the premises, following the process established in the *Residential Tenancies Act 1987 (WA) (RTA)*.

On 2 January 2025, the tenant changed their initial request – they requested to keep a one-and-a-half-year-old small dog (the requested pet) at the premises.

### Application

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On 23 December 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.
- 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 landlord undue hardship.

### 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.
- Written submission to Consumer Protection.
- Tenancy Agreement.

- Floor plans of the premises.
- Ingoing Property Condition Report.
- Photo of the premises.
- Verbal submission to Consumer Protection.

The tenant provided the following evidence:

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

## 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 request.<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.
- 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 landlord undue hardship.

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

### **Are the premises unsuitable for keeping the requested pet?**

The premises is a dual occupancy property; a single residential building split into two separate units separated by an internal dividing wall. The rear gardens have a dividing fence between them.

In written submissions to Consumer Protection, the landlord stated the premises are unsuitable for the requested pet because there are no side or front gates, and the requested pet could escape from the rear yard and possibly cause nuisance, damage, and harm to others.

The tenant provided photos of the premises to Consumer Protection. The photos show there is an outdoor side path which runs along the side of the premises from the front carport into the back yard. There is no side gate affixed to the perimeter fence and side wall of the premises. The tenant has placed a large decorative iron wall art screen to block the side path. The decorative iron screen is [redacted]

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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).

[redacted]. The tenant submits that the decorative iron screen will be used to prevent the requested pet from escaping the premises.

The decorative iron screen is not affixed to the premises. The decorative iron screen is partially leaning on a brick wall, and there is a small pot plant and large stones which are propping the decorative iron screen upright. If the decorative iron screen was pushed or moved, it would likely create a space for the requested pet to fit through.

In determining if the premises are unsuitable for a requested pet, the breed, age and size of the requested pet may be considered. The tenant advised they will be looking to rehome a small breed dog but have not specified the breed (this is dependent on availability). Some small dogs (for example, a Papillon or Toy Poodle) could squeeze through the rectangles in the decorative iron screen.

The landlord also raised concerns that the premises is unsuitable because it is a dual occupancy property. The landlord advised Consumer Protection that the internal shared laundry door is not soundproof, and keeping the requested pet could impact on the adjoining tenant's right to quiet enjoyment. This evidence was not a relevant consideration for this ground. The RTA provides examples of why a premises may be unsuitable, such as lack of fencing and open spaces.

Given that the decorative iron screen is not affixed to the premises, and there are holes throughout the screen that a small dog could fit through, I am satisfied the premises are unsuitable for keeping the requested pet.

As the landlord has established the above ground, it is not necessary to discuss the other three grounds in these reasons for decision.

## **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] January 2025