

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: \$1,055
Tenant: [redacted]
Landlord: [redacted]

Decision

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

On 30 January 2025, the tenant requested to keep [redacted] a Mastiff cross dog (the requested pet) at the premises, following the process established in the *Residential Tenancies Act 1987* (WA) (RTA).

Application

On 4 February 2025, the landlord applied to Consumer Protection for approval to refuse the tenant's request.

The landlord's refusal was on the grounds that:

- Keeping the requested pet would exceed a reasonable number of pets being kept at the premises.
- Keeping the requested 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 requested pet at the premises would pose an unacceptable risk to the health and safety of a person.

Evidence

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

The landlord provided the following evidence:

- Written submission to Consumer Protection.
- Pet Request Form 25.
- Routine Inspection Reports.
- Building plan of the premises.
- Quotes for repairs.

The tenant provided the following evidence:

- Sterilisation certificate for the requested pet.
- 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 request.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

- Keeping the requested pet would exceed a reasonable number of pets being kept at the premises.
- Keeping the requested 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 requested pet at the premises would pose an unacceptable risk to the health and safety of a person.

The landlord is responsible for demonstrating that at least one of these grounds apply.

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.

Is keeping the requested pet at the premises likely to cause damage to the premises that could not be repaired for less than the bond?

The landlord has submitted evidence that the back garden has been damaged by the requested pet.

Photos of the lawn from the commencement of the tenancy (February 2024) show that it is in good condition – the grass appears green and healthy, with no dead patches.

Three routine inspection reports have been submitted showing the destruction of the lawn in the rear garden from May 2024 to December 2024.

In the routine inspection report dated 9 December 2024, the majority of the lawn in the rear garden has been destroyed leaving brown sand. A piece of artificial turf has been placed over the brown sand. The majority of the lawn does not appear to be revivable.

A quote supplied by the landlord for rectification of the rear yard by [redacted] shows it will cost \$5,612.90. This quote exceeds the security bond held for this premises, being \$1,055.

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).

The landlord has submitted in writing that the requested pet was jumping at the rear security door during the last routine inspection (December 2024) and scratching the black surface. No photographs have been supplied to prove this damage was caused. A detailed quote from [redacted], individualised the replacement costs for a variety of doors within the premises. Doors range from \$411.75 to \$3,025 each.

During the short period of time the requested pet has been in the premises, I am satisfied that the requested pet has already caused damage to the premises that would cost more than the security bond to repair. I am therefore satisfied that this ground for refusal has been met.

Considering the information from the landlord and the tenant, I am satisfied that keeping the requested pet is likely to cause damage to the premises that could not be repaired for less than the security bond.

The landlord is responsible for demonstrating that at least one of the grounds apply, which has been demonstrated. Therefore, I will not be addressing the other two requested grounds for refusal 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.

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] February 2025