

Renting with Pets

IMPORTANT: Changes to the *Residential Tenancies Act* came into effect on **29 July 2024**. The information in this fact sheet explains these changes and applies to circumstances and issues that may occur after this date.

If you are looking for information about issues that occurred **before 29 July 2024**, the information in this fact sheet may not be applicable. You can get legal advice about your circumstances.

For many people, pets are part of the family. As a renter, you are now allowed to have pets in most cases, but you must seek permission from your lessor first. Your lessor may be able to refuse or set conditions about keeping a pet at the property.

This fact sheet provides information on your rights and responsibilities as a tenant when keeping a pet at your rental property. There may also be information in your tenancy agreement relating to pets, so you should read your agreement carefully.

In the
**Residential
Tenancies Act**
the **landlord** is
referred to as
the **lessor**.

A pet is any animal other than an assistance animal. The information in this fact sheet does not apply to keeping assistance animals in rental properties. People with assistance animals cannot be discriminated against and your lessor cannot ask you to pay a pet bond for an assistance animal.

REQUESTING A PET

If you are moving into a new property with a pet, you and your lessor can agree about keeping the pet and include details of any conditions in the tenancy agreement.

If you want to get a pet during your tenancy agreement, you must first ask the lessor for permission using the Form 25: [Pet Request Form](#). You should complete sections 1, 2, and 3 of the form, and make sure you keep a copy of the completed form for your records.

The lessor must respond to the request within 14 days after they receive the request. If the lessor does not respond to the request within 14 days, they are taken to approve the request and you are able to keep the pet in the manner you described on the form. Make sure you allow the full 14 days for the lessor to respond as well as time for postage if you are sending by mail.

In responding to a tenant's request, the lessor completes sections 4 and 5 of the form. The lessor can choose to:

- Approve the request
- Approve the request but with conditions that don't require Commissioner approval
- Approve the request but with conditions and apply to Commissioner for approval for these conditions

- Refuse the request for a reason that doesn't require Commissioner approval
- Refuse the request and apply to the Commissioner for approval to refuse

If applying to the Commissioner for approval to set conditions or refuse the request, the lessor must do this within 14 days of receiving the request.

SETTING CONDITIONS

The lessor can approve the request subject to conditions. Some conditions require Commissioner approval and others do not.

Conditions that **do not** require Commissioner approval:

- Conditions about the number of animals that may be kept at the property
- Conditions about cleaning, maintenance, or fumigation of the property

To impose any other conditions, the lessor must seek Commissioner approval. The lessor has to apply to the Commissioner within 14 days of receiving the request, and the Commissioner can approve or refuse the condition.

REFUSING THE REQUEST

The lessor can refuse the request in certain circumstances. Some reasons require Commissioner approval and others do not.

Reasons for refusal that **do not** require Commissioner approval:

- Keeping the pet is not allowed under written law
- There are strata bylaws which prohibit keeping a pet

To refuse for any other reason, the lessor must seek Commissioner approval.

Reasons for refusal that **do** require Commissioner approval:

- The property is unsuitable for keeping the pet
- Keeping the pet would exceed a reasonable number of pets being kept at the property
- The pet is likely to cause damage to the property that could not be repaired for less than the amount of the bond
- Keeping the pet would pose an unacceptable risk to the health and safety of a person
- Keeping the pet is likely to cause the lessor undue hardship
- The pet is a 'dangerous dog' as defined in the *Dog Act 1976* (WA).

The lessor must apply to the Commissioner within 14 days of receiving the request, and the Commissioner can approve the lessor's refusal, or require the lessor to approve for you to keep the pet.

If you think the lessor's refusal or conditions are unreasonable or inapplicable, you can apply to the Commissioner to challenge the refusal or conditions. You can get legal advice about your rights and options before commencing this process.

PAYING A PET BOND

The lessor is allowed to request an additional security bond if you are keeping a pet at the property. The maximum amount of a pet bond is \$260 (unless your rent is more than \$1200 per week).

The pet bond can only be used to pay for pest fumigation if this is necessary when you move out, although in 2025 it will be able to be used to cover damage caused by pets too.

YOUR RESPONSIBILITIES FOR KEEPING A PET

As a tenant you are responsible for damage caused by your pet, including things like torn flyscreens, holes in the garden, scratches on doors and floors, or stains and damage to carpets. You should ensure to clean up any mess made by the pet inside and outside the property. You are also responsible for any nuisance caused by your pet, for example excessive dog barking.

If you fail to do these things, your lessor could ask you to pay for reasonable costs of fixing any damage when you leave the property. The security bond can also be used to cover damage to properties caused by pets. You can get legal advice if you think your lessor is claiming unreasonable costs from your bond.

In more serious cases, your lessor could even try and terminate the agreement because of a breach. You can read our Evictions fact sheet for more information.

Disclaimer:

This factsheet only contains general information. This factsheet is not legal advice and should not be relied on as a substitute for legal advice. You may wish to seek advice from a lawyer regarding your own particular circumstances. We are not responsible for any consequences arising from your use of, or reliance on, the information contained in this factsheet.

Further information about our disclaimer and your use of this factsheet can be found here:

<https://circlegreen.org.au/disclaimer/>

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FURTHER HELP – TENANTS ADVICE AND ADVOCACY

Circle Green Community Legal

(08) 6148 3636

www.circlegreen.org.au

Department of Energy, Mines, Industry Regulation, and Safety

Consumer Protection for consumer and tenancy related matters

commerce.wa.gov.au/consumer-protection | 1300 304 054

METROPOLITAN COMMUNITY LEGAL CENTRES

Fremantle CLC

(08) 9432 9790

www.fremantle.wa.gov.au/fclc

Gosnells CLC

(08) 9398 1455

www.gosclc.com.au

Midland Information Debt & Legal Advocacy Service (MIDLAS)

(08) 9250 2123

www.midlas.org.au

Northern Suburbs CLC (Joondalup)

(08) 9301 4413

www.nsclegal.org.au

Northern Suburbs CLC (Mirrabooka)

(08) 9440 1663

www.nsclegal.org.au

Southern Communities Advocacy & Legal Education Services (SCALES)

(08) 9550 0400

murdoch.edu.au/School-of-Law/Clinical-Legal-Education-SCALES

Sussex Street CLS

(08) 6253 9500

www.sscls.asn.au

Welfare Rights & Advocacy Service

(08) 9328 1751

www.wraswa.org.au

REGIONAL COMMUNITY LEGAL CENTRES

Goldfields CLC

(08) 9021 1888 | 1300 139 188 (if outside Kalgoorlie-Boulder)

www.gclc.com.au

Great Southern CLS

(08) 9842 8566

www.gscls.com.au

Kimberley CLS

www.kcls.org.au

- **Kununurra**
(08) 9169 3100 | 1800 686 020 (freecall)
- **Broome**
(08) 9192 5177

Peel CLS

(08) 9581 4511

www.peelcls.com.au

Pilbara CLS

www.pcls.net.au

- **Karratha**
(08) 9185 5899
- **Newman**
(08) 9140 1613
- **Roebourne**
(08) 9185 5899
- **South Hedland**
(08) 9140 1613

Regional Alliance West

(08) 9938 0600

www.raw.org.au

South West CLC

(08) 9791 3206 | 1800 999 727 (freecall)

www.swclc.org.au

Wheatbelt CLC

(08) 9622 5200

www.wheatbeltclc.com.au