



Pets in rental premises

Shared and other accommodation types

The *Residential Tenancy Amendment (Pets) Act 2025* updates the *Residential Tenancy Act 1997* to create a fair and consistent framework for tenants and owners to seek, grant or refuse permission to keep pets.

Do the Act's rules about keeping pets apply to my tenancy?

Generally, the Act applies to most residential tenancy agreements. Therefore, the Act's rules about keeping a pet at a residential tenancy premises will apply to most residential tenancies. This includes:

- most private residential tenancy agreements
- most social housing tenancy agreements (i.e. between a social housing provider and a tenant)
- most share houses where the entire property is rented under one residential tenancy agreement
- most boarding premises
- on-farm accommodation (primary production residential tenancy agreements)
- tenancy agreements for police officers.

However, there are some tenancies to which the Act has limited or no application. In such cases, the Act's rules about pets will not apply. For example, the Act does not apply to:

- crisis accommodation that involves a residential tenancy agreement for a period of 3 months or less
- any premises that are part of an educational institution (subject to limited exceptions)
- an owner-occupied boarding premises where the owner occupies the same building with 1 or 2 rented rooms
- a residential tenancy agreement that is a residence contract within the meaning of the *Retirement Villages Act 2004*.

If you live in residential tenancy accommodation that is subject to the Act, then the rules about keeping a pet will apply. These rules are outlined in Tenant Fact Sheet.

Scenario: asking to keep a pet in a share house

Jordan, Alex, and Priya rent a house together under a single residential tenancy agreement. One day, Jordan decides they'd like to adopt a small rescue dog. Under the *Residential Tenancy Act*, Jordan must ask the owner for written consent to keep the pet. The request has to be made using the approved form.

The owner replies within the required 14-day timeframe and says they are willing to consent – but on one condition: all other tenants living at the premises (Alex and Priya) must agree to having the dog at the property.

This kind of condition is allowed under the Act, as owners may give conditional consent so long as the conditions are reasonable, related only to the pet, and do not increase rent or bond.

Jordan talks with Alex and Priya. If they all agree, the owner's conditional consent comes into effect and Jordan can adopt the dog. If one housemate objects, the condition is not met — meaning the owner's consent does not take effect and the owner is taken to have refused the pet. The owner applies to the Tribunal to confirm that the refusal is reasonable, because the Act allows the Tribunal to decide whether a refusal or condition is reasonable.

Further information

If you require further information, you can contact CBOS:

- by phone: 1300 654 499
- by email: cbos.info@justice.tas.gov.au

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