

Pets in rental premises – social housing

Social housing provider information

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

Key points

- Tenants can request the consent of their housing provider to keep a pet at their premises.
- A tenant must request permission before introducing a pet and a pet cannot be kept at the property until consent is granted (unless the animal is exempt, such as a guide dog or assistance animal).
- Housing providers cannot unreasonably refuse a request for consent from a tenant.
- After being given the request for consent to keep a pet, housing providers have 14 days to either:
 - give written consent to the tenant, or
 - refuse consent by:
 - giving written notice to the tenant of the refusal and the reason for the refusal, and
 - making an application to the Tasmanian Civil and Administrative Tribunal (TASCAT).
- If a housing provider does not give, or refuse, consent within 14 days, they are taken to have consented to the tenant's request.
- Housing providers can agree with the tenant to conditions for keeping the pet at the premises.
- Housing providers can withdraw consent to the tenant keeping a pet but only following notice to the tenant and an order from TASCAT.
- Housing providers cannot unreasonably reject a rental application on the basis that the applicant will request consent to keep a pet.
- Tenants can keep guide dogs and assistance animals on premises without seeking the consent of housing providers.
- Tenants remain responsible for any damage caused by pets that exceeds reasonable wear and tear.

What is a pet?

- A pet is a domesticated animal, or an animal that is dependent on a person for food or shelter.

Exempt animals – guide dogs and assistance animals

A housing provider's consent for a tenant to keep an exempt animal is not required.

- An animal is an exempt animal if it is:
 - a guide dog or hearing dog trained or being trained by an approved institution
 - an assistance animal within the meaning of the *Disability Discrimination Act 1992* (Cth)
 - an animal that is determined to be exempt by TASCAT.
- The *Disability Discrimination Act 1992* (Cth) defines an assistance animal as a dog or other animal:
 - accredited under a law of a State or Territory that provides for the accreditation of animals trained to assist a person with a disability to alleviate the effect of the disability, or
 - accredited by an animal training organisation prescribed by the regulations, or
 - trained:
 - to assist a person with a disability to alleviate the effect of the disability, and
 - to meet standards of hygiene and behaviour that are appropriate for an animal in a public place.
- Under the Commonwealth *Disability Discrimination Act*, it is not unlawful for a person to request evidence that an animal is an assistance animal.

Ineligible animals

- The following animals are not pets:
 - an unregistered dog over six months of age
 - an un-microchipped cat over six months of age (with an exception from the requirement to be microchipped through certification by a vet).
- Housing providers can refuse consent to a tenant keeping a 'dangerous dog' as defined by the *Dog Control Act 2000*, without making application to TASCAT.

Conditions

- Tenants and housing providers can agree to reasonable conditions for keeping a pet.
- Conditions must:
 - not contravene the *Residential Tenancy Act 1997* or other legislation
 - relate only to the pets specified
 - not require an increase to rent or the security deposit.
- Depending on the type of pet and individual circumstances, some examples of reasonable conditions may include:
 - flea treatment and cleaning up after your pet
 - following rules for shared areas (e.g. entryways, courtyards, laundries)
 - the pet to be kept outside, if the pet is not a type ordinarily kept inside.
- It is recommended that any conditions for keeping a pet are clear, specific, and easy to understand.

Do existing laws and by-laws still apply?

- Existing laws, including council by-laws and strata by-laws continue to apply.
- These may place restrictions on tenants who wish to apply for consent to keep a pet.
- Any existing housing provider policies for pet management must not conflict with the Act.

Who is responsible for pet-related damage?

- Tenants remain responsible for any damage caused by pets that exceeds reasonable wear and tear.
- Tenants need to leave the property as nearly as possible in the same condition, apart from reasonable wear and tear, as set out in the condition report (or, if there is no condition report, as at the start of the tenancy).
- Social housing providers may claim from the bond and/or seek compensation if costs exceed the bond.

Bonds

- Pet bonds are not permitted under Tasmanian law.
- Housing providers can use the standard rental bond (maximum 4 weeks' rent) to recover costs for pet-related damage beyond normal wear and tear.

Refusing an application for a pet

- Housing providers must explain the reasons for a refusal for a tenant to keep a pet in writing and apply to TASCAT. TASCAT can decide whether refusal is reasonable and may set conditions for keeping a pet.

The role of TASCAT

- Only housing providers can apply to TASCAT.
- TASCAT can determine:
 - whether or not a housing provider's refusal is on reasonable grounds
 - whether or not a housing provider's withdrawal of consent is on reasonable grounds
 - whether an animal can be kept on premises (where no request has been made)
 - whether an animal is/is not
 - a pet
 - an exempt animal
 - an ineligible animal.
- TASCAT can also provide for conditions relating to keeping of a pet on premises.

How does a housing provider apply to TASCAT?

- A housing provider can apply to TASCAT by following this link to the TASCAT website: [TASCAT - Tasmanian Civil & Administrative Tribunal](#).

What will TASCAT take into account when making a determination?

- In determining an application from a housing provider, TASCAT may take into account whether keeping the pet would:
 - cause a nuisance on the premises, or on adjacent, adjoining or nearby premises
 - cause damage that is more than reasonable wear and tear to the premises
 - pose an unacceptable risk to the safety of any person
 - pose an unacceptable risk to the safety/welfare of the pet or another animal on the premises.
- TASCAT can also take into account any other grounds it considers reasonable in the circumstances.

Transitional arrangements

- If the tenant had consent, whether verbally or in writing, to keep a pet on premises immediately before these changes commenced, that consent is taken to continue under the new legislation.

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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