

Pets in rental premises

Tenant Information

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.

Key points

- Tenants can request the consent of property owners/agents to keep a pet at their premises.
- Property agents/owners cannot unreasonably refuse a request for consent from a tenant.
- After being given the request for consent to keep a pet, property owners/agents 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 property owner/agent does not give, or refuse, consent within 14 days, they are taken to have consented to the tenant's request.
- A tenant cannot keep a pet until:
 - written consent is given by the property owner/agent, or
 - 14 days have elapsed after the property owner/agent has been given a request for consent, and the property owner/agent has not given, or has not refused, consent, or
 - finalisation of any matter before the TASCAT, if written notice has been given of the refusal, and an application has been made to the TASCAT.
- Property owners/agents can agree with the tenant to conditions for keeping the pet at the premises.
- Property owners/agents can withdraw consent to the tenant keeping a pet but only following notice to the tenant and an order from TASCAT.
- Property owners/agents 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 property owners/agents.

- 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

An owner'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 for the purposes of this paragraph, 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).
- An owner 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 property owners/agents 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
 - cleaning up after the pet
 - 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 legislation, 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.

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).
- Property owners/agents can claim from the bond and/or seek compensation if costs exceed the bond. (For information about bond claims see: [A Guide to the Residential Tenancy Commissioner.](#))

Bonds

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

How do I request consent?

- Tenants must request consent from the property owner/agent using the approved form.

- The approved form is available at cbos.tas.gov.au. The approved form contains 3 sections:
 - sections 1 and 2 must be completed by the tenant/s requesting to keep a pet at the residential premises. Once completed, tenants send the form to the property owner or agent.

The role of TASCAT

- Only property owners/agents can apply to TASCAT.
- TASCAT can determine:
 - whether or not an owner's refusal is on reasonable grounds
 - whether or not an owner'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.

What will TASCAT take into account when making a determination?

- In determining an application from property owners/agents, 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 us:

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

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