

Renting with pets

The *Residential Tenancies and Rooming Accommodation Act 2008* (the Act) is the law that governs renting a residential property in Queensland. This fact sheet contains information and a summary of how the Act applies but should not be relied on as legal advice for specific residential tenancies.

For ease of reading, tenants and residents will be referred to as tenants in this fact sheet. The term tenancy refers to all tenancies including general tenancies and rooming accommodation. The term lessor refers to lessors, managers and accommodation providers.

Overview

The Act outlines a framework supporting parties in all tenancies to reach agreement on renting with pets. Tenants are required to seek the lessor's consent to keep a pet at the rental property, and it is a significant breach not to do so. Lessors can provide approval subject to reasonable conditions as agreed with the tenant, or refuse the request only based on specific reasons under the legislation. They must also respond in writing to the tenant's request within 14 days or the request is deemed to be approved.

This legislative framework around renting with pets is applicable to general tenancies, moveable dwellings and rooming accommodation. This framework is applicable to all tenancies and does not apply to the tenancy application process.

What is a pet?

Under the Act, a pet is a domesticated animal or an animal that is dependent on a person for the provision of food or shelter and does not include a working dog or an animal prescribed by the regulation not to be a pet.

Different rules apply for working dogs, which refer to assistance dogs, guide dogs or hearing dogs (as defined under the *Guide, Hearing and Assistance Dogs Act 2009*), corrective services dogs or police dogs. A tenant may keep a working dog at the premises without the lessor's approval.

I'm a tenant – I would like to keep a pet in the rental property during my tenancy

During your tenancy, you can seek approval from your lessor to keep a pet at the rental property by completing a [Request for approval to keep pet at premises](#) (Form 21) and sending it to your lessor.

A tenant must seek written approval from the lessor to keep a pet at the rental property. It is a significant breach if an animal, other than a working dog, is kept at the premises without the lessor's approval.

Keep in mind that in addition to the lessor's consent and approval, a tenant's ability to keep a pet in the rental property may be limited by house rules, park rules or other applicable laws that form part of your tenancy agreement. For example:

- Local council laws may limit the number or types of animals that can be kept at the premises.
- If you live in a unit or a townhouse, the body corporate by-laws may require the tenant to obtain approval from the body corporate before keeping a pet at the premises.

I'm a lessor – I have received my tenant's request to keep a pet in the rental property

Your tenant's request to keep a pet will be submitted to you using the [Request for approval to keep pet at premises](#) (Form 21), stating the type and details of the pet they are requesting to keep in the rental property for your consideration. As the lessor, you must respond to the request within 14 days, which is on or before the date outlined in item 6 of the received request form.

The lessor's response must state two key pieces of information:

1. whether you (the lessor) approve or refuse the tenant's request, and
2. other conditions for approval, or reasons for refusal of request
 - a. If you approve the tenant's request to keep a pet, you may state additional reasonable conditions for the approval and why this applies.
 - b. If you refuse the tenant's request to keep the stated pet, you must state the specific reason for refusing the request as outlined under the legislation

Important: If a lessor does not respond to the request within 14 days, or if their written response does not comply with the legislative requirements of providing approved reasons for the refusal or reasons for the conditions of approval, the request will be taken as approved.

A [letter template](#) is available on the RTA website to assist lessors in structuring a compliant response to their tenant's request to keep a pet.

Next steps

A. Lessor provides approval subject to conditions

The lessor may state that their approval is subject to additional conditions outlined in their written response.

Reasonable approval conditions

The conditional approval for the tenant to keep a pet at the premises should relate only to keeping the pet at the property. These conditions must be reasonable considering the type of pet and the nature of the rental property. Examples of reasonable conditions include:

- requiring the pet to be kept outside of the rental property, if the pet is not a type of pet ordinarily kept inside. A similar condition for rooming accommodation would require the pet generally be kept in the resident's room
- requiring the premises to be professionally fumigated at the end of the tenancy, if the pet is capable of carrying parasites that could infest the property
- requiring carpets to be professionally cleaned at the end of the tenancy, if the pet is allowed inside the premises.

Unreasonable conditions of approval

Conditions that contravene other rights and responsibilities or constitute an offence as outlined in the Act will be null and void. These include:

- conditions requiring the tenant to agree to buy goods or services from the lessor, a specific person or business
- conditions requiring the tenant to pay an incentive amount other than rent, a rental bond or other amount required or permitted to be paid under the Act
- conditions requiring the tenant to pay penalties or liquidated damages
- increasing the rent or rental bond payable by the tenant
- requiring any form of security from the tenant.

B. Lessor refuses request to keep a pet and provides a reason for the refusal

Under the Act, a lessor can only refuse a tenant's request to keep a pet at the rental property based on any of the following reasons.

1. Keeping the pet would exceed a reasonable number of animals being kept at the property.
2. The property is unsuitable for keeping the pet because of a lack of appropriate fencing, open space or another item necessary to humanely accommodate the pet.
3. Keeping the pet is likely to cause damage to the property and in addition could or would be likely to result in damage that could not practically be repaired for a cost less than the rental bond for the premises.
4. Keeping the pet would pose an unacceptable risk to the health and safety of a person, including, for example, because the pet is venomous.
5. Keeping the pet would contravene a law.
6. Keeping the pet would contravene a body corporate by-law, house rules or park rules applying to the property.
7. The tenant has not agreed to the reasonable conditions proposed by the lessor for approval to keep the pet.
8. The animal stated in the request is not a pet.
9. If the property is a moveable dwelling, and keeping the pet would contravene a condition of a licence applying to the property.
10. Other grounds prescribed by regulation.

A lessor must state the specific reason for refusing the request in their written response and explain how the reason applies to the tenant's situation and/or stated pet. Simply stating that 'no pets are allowed' or their preference of not having a pet at the rental property is not sufficient and will not be a compliant response.

Frequently asked questions

Who's responsible for nuisance caused by a pet?

The tenant is responsible for all nuisance, such as noise or damages, caused by a pet kept at the rental property.

At the end of the tenancy, the tenant must leave the premises and inclusions, as far as possible, in the same condition they were in at the start of the tenancy, fair wear and tear excepted. Note that damages to the premises or inclusions caused by a pet or other animal are not considered fair wear and tear under the Act.

What does 'professional' carpet cleaning and fumigation of the property mean if they are conditions of approval to keep a pet?

When professional carpet cleaning and fumigation are conditions of approval to keep a pet, it means the fumigation and cleaning must be done to a standard ordinarily achieved by businesses selling those services, which usually require the use of commercial equipment and products.

If a dispute arises about the standard of carpet cleaning and/or fumigation, parties can request free dispute resolution from the RTA, and the tenant will be responsible for proving the required standard is achieved. If the dispute remains unresolved after conciliation, the tenant or lessor will have the option to apply to the Queensland Civil and Administrative Tribunal (QCAT) for a decision on whether the fumigation and carpet cleaning meets the standard ordinarily achieved by businesses selling those services.

My current tenancy agreement is being renewed or extended – will I need to seek my lessor's approval again to keep the same pet?

If the pet you want to keep in the new tenancy agreement for the same rental property has been approved by the lessor previously, you do not have to seek approval to keep the same pet again.

The lessor's approval to keep the pet at the rental property continues for the life of the approved pet – this approval for the stated pet is not affected by the end date of the agreement when the approval was given or change of lessor.

What is the process for seeking approval for renting with my pet when applying for rental properties?

The Act does not make any reference to the approval process for pets when applying for rental properties. The legislative framework for negotiating to rent with pets using the approved form is only applicable to existing tenancies after 1 October 2022.

Some lessors may have already outlined their approval for pets in the proposed tenancy agreement. Prospective tenants may negotiate with the property owner to keep a pet during the rental application process.

If a tenant believes they were discriminated against, they may contact the Human Rights Commission for information.

Further information

For more information contact the Residential Tenancies Authority.



rta.qld.gov.au



1300 366 311

Accessing RTA forms

The RTA's forms can be obtained electronically or in person via:

- rta.qld.gov.au • 1300 366 311 • Level 11, Midtown Centre, 150 Mary Street, Brisbane



An interpreter service is available, contact Translationz on (07) 2000 4600 during RTA business hours and they will phone the RTA for you free of charge.

Disclaimer:

This fact sheet is prepared for information only. The Residential Tenancies and Rooming Accommodation Act 2008 is the primary source on the law and takes precedence over this information should there be any inconsistency between the Act and this fact sheet.

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