

Decision of the Commissioner for Consumer Protection

Section 11J(2) *Residential Tenancies Act 1987*

Application Number: [redacted]
Application Type: Landlord application to refuse pet request
Premises: [redacted]
Bond held: \$2,680.00
Tenant: [redacted] (the tenant)
Landlords: [redacted] (the landlord)

Decision

The Commissioner orders:

1. The landlord must approve the tenant's request to keep the requested pets at the premises.
2. The tenant is permitted to keep the requested pets at the premises.
3. The following condition applies to the landlord's approval of the Tropical fish:
 - a. If the fishtank is located in a room with wooden flooring, then:
 - i. A waterproof mat or tray must be placed directly underneath the tank.
 - ii. The tank must be placed on a sturdy surface which can adequately support the weight of the filled tank.

Request

On 7 June 2025, the tenant requested to keep four-year-old small Domestic cat and various Tropical fish in a six-to-ten foot tank (collectively referred to as 'the requested pets') at the premises, following the process established in the *Residential Tenancies Act 1987* (WA) (RTA).

Application

On 10 June 2025, the landlord applied to Consumer Protection for approval to refuse the tenant's request.

The landlord's refusal was on the grounds that:

- Keeping the requested pet at the premises is likely to cause damage to the premises that could not be repaired for less than the amount of the security bond.

Evidence

The landlord and tenant were invited to provide evidence to support their views about the application.

The landlord provided the following evidence:

- Form 25 Pet Request Form.

- Written submissions to Consumer Protection.
- Photographs of the timber flooring.
- Copy of emails with [redacted].
- Quote from [redacted] for replacement flooring.

The tenant did not provide any evidence to Consumer Protection.

Law

Under the RTA, tenants have the right to keep a pet at their rental premises with the landlord's approval.¹

The tenant is responsible for any damage or nuisance caused by a pet they keep at the premises.²

Landlords have the right to apply to Consumer Protection for an order allowing them to refuse the pet request.³

When an application is received, the Commissioner is required to either:

- approve the landlord's application; or
- order the landlord to approve the tenant's request.⁴

The Commissioner may approve this application if satisfied that the ground claimed by the landlord is established. In this case, the claimed ground is:⁵

- Keeping the requested pet at the premises is likely to cause damage to the premises that could not be repaired for less than the amount of the security bond.

The landlord is responsible for demonstrating that this ground applies.

The Commissioner may set conditions on the approval of the tenant's request.⁶

Reasons for Decision

As a delegate of the Commissioner, I have reviewed all evidence. Only the evidence relevant to deciding this application is mentioned in these reasons for decision.

Is keeping the requested pet at the premises likely to cause damage to the premises that could not be repaired for less than the bond?

A security bond of \$2,680.00 is held with Bonds Administration for this tenancy. As the tenant has requested two different species of pets, I will be considering the refusal of each requested pet separately.

Requested cat

In written submissions to Consumer Protection the landlord raised concerns over the requested cat potentially urinating inside the premises and 'marking his territory' which would damage the wooden flooring. The landlord provided a written statement from [redacted], which states "if a male cat marks its territory, you cannot get it out of the wood and it would need replacing".

The tenant has stated that the requested cat is neutered, and toilet trained.

The Cat Clinic states the benefits of neutering a cat include:⁷

¹ Section 50A *Residential Tenancies Act 1987* (WA).

² Section 50I *Residential Tenancies Act 1987* (WA).

³ Section 50E(1) *Residential Tenancies Act 1987* (WA).

⁴ Section 50E(2) *Residential Tenancies Act 1987* (WA).

⁵ Section 50E(3) *Residential Tenancies Act 1987* (WA).

⁶ Section 50E(4) *Residential Tenancies Act 1987* (WA).

⁷ *Desexing or Castrating Your Male Cat - The Cat Clinic*.

Less spraying. Intact male cats (and females) mark their territory by spraying walls or any other vertical surface. Neutered males are less likely to spray, and their urine is not as strong smelling as an intact male's is.

[redacted] website on neutering cats states⁸

Cats spray urine to communicate their sexual status, and desexing significantly reduces this behaviour.

The landlord has not provided any evidence to show the requested cat is likely to spray in the premises, or how general cleaning products may be inefficient in cleaning any spray.

Having regard to the information before me, I am not satisfied that the requested cat is likely to cause damage to the premises that could not be repaired for less than the security bond.

Requested tropical fish

In written evidence to Consumer Protection, the landlord stated the timber flooring throughout the premises is no longer in production. The landlord is concerned that any damage to the flooring caused by the requested Tropical fish would require replacing all the timber flooring, as matching replacements are not available.

The landlord submitted the following as evidence towards the cost of having to replace the timber flooring at the premises if they are damaged by the requested tropical fish:

- A quote from [redacted] for \$150-\$180/m² including uplift and removal.
- Written statement from [redacted] "if water was to get on the wood and left, it would eventually swell and become damaged and could not be fixed".

The landlord has not provided adequate evidence demonstrating how, or why, the requested tropical fish and the six-ten ft fishtank would *likely* cause damage that would exceed the bond.

Considering the information from the landlord, I am not satisfied that keeping the requested tropical fish at the premises is likely to cause damage to the premises that could not be repaired for less than the security bond.

Condition for the requested tropical fish

While I am not satisfied that keeping the requested tropical fish is likely to cause damage to the premises that could not be repaired for less than the security bond, I acknowledge the landlord's concerns over potential damage to the wood flooring.

Accordingly, I have decided to impose the following condition to mitigate the risk of damage from keeping the requested tropical fish:

- a. If the fishtank is located in a room with wooden flooring, then:
 - i. A waterproof mat or tray must be placed directly underneath the tank.
 - ii. The tank must be placed on a sturdy surface which can adequately support the weight of the filled tank.

⁸ Cat Desexing for Females & Males [redacted].

Appeal

A tenant or landlord who is dissatisfied with this decision can appeal to the Magistrates Court of Western Australia. Appeals must be lodged within seven days after receiving this decision, or a later date if leave is granted by the Court.

The appeal can be started by lodging both a [Form 1B – Appeal Against Registrar’s Decision](#) and a copy of this notice with the Magistrates Court online at ecourts.justice.wa.gov.au/eCourtsPortal.

For information about appealing the decision see <http://www.commerce.wa.gov.au/consumer-protection/commissioner-determinations>.

Signed

[redacted]

Delegate of the Commissioner for Consumer Protection

DATE OF ORDER AND WRITTEN REASONS

7 July 2025