

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: \$2600
Tenants: [redacted] and [redacted]
Landlord: [redacted]

Decision

The Commissioner orders:

1. The landlord must approve the tenants' request to keep the requested pets at the premises.
2. The tenants are permitted to keep the requested pets at the premises.
3. The following condition applies to the landlord's approval of the request pet:
 - a. The requested pets must be kept out of carpeted bedrooms.

Request

On 18 March 2025, the tenants requested to keep two Golden Retriever dogs (the requested pets) at the premises, following the process established in the *Residential Tenancies Act 1987* (WA) (RTA).

Application

On 24 March 2025, the landlord applied to Consumer Protection for approval to refuse the tenants' request.

The landlord's refusal was on the grounds that:

- The premises are unsuitable for keeping the requested pet.
- 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.
- Keeping the requested pet at the premises is likely to cause the landlord undue hardship.

Evidence

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

The landlord provided the following evidence:

- Pet Request Form 25.
- Invoice for supply and installation of replacement carpet.
- Quotation for supply and installation of replacement carpet.
- Written submissions to Consumer Protection.
- Verbal statements to Consumer Protection.

- Notice of Termination for previous tenant.
- Vacate carpet cleaning cost for previous tenant.
- Costs to landlord from previous tenant.

The tenants provided the following evidence:

- Written submissions to Consumer Protection.
- Verbal statement to Consumer Protection.
- Email communications between tenants and property manager.

Law

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

Landlords have the right to apply to Consumer Protection for an order allowing them to refuse the pet request.²

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.³

The Commissioner may approve this application if satisfied that the grounds claimed by the landlord are established. In this case, the claimed grounds are:⁴

- The premises are unsuitable for keeping the requested pet.
- 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.
- Keeping the requested pet at the premises is likely to cause the landlord undue hardship.

The landlord is responsible for demonstrating that at least one of these grounds apply.

The Commissioner may set conditions on the approval of the tenant's request.⁵

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.

Are the premises unsuitable for keeping the requested pets?

The RTA provides examples of why a premise may be unsuitable, such as lack of fencing, insufficient open spaces, and any other thing necessary to humanely keep pets.

In a written submission to Consumer Protection the landlord stated the premises is small, carpeted and lacks space to manage the requested pets. Having carpeted flooring does not make a premises unsuitable for the keeping of pets.

Research conducted by Consumer Protection appears to show:⁶

- The premises is a four-bedroom, two-bathroom house on a 606 square-metre section.
- The premises is fully fenced.
- The bedrooms are carpeted.
- There is a square of carpeting in the space opposite the kitchen.
- The remainder of the internal flooring is tiled.

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

² Section 50E(1) *Residential Tenancies Act 1987* (WA).

³ Section 50E(2) *Residential Tenancies Act 1987* (WA).

⁴ Section 50E(3) *Residential Tenancies Act 1987* (WA).

⁵ Section 50E(4) *Residential Tenancies Act 1987* (WA).

⁶ [redacted].

- There is a large outdoor area with brick-paving and a patio for shade.

The tenants advised they have previous experience in training puppies, and that one tenant is a stay-at-home parent. They also provided details of their plan for managing the requested pets, as outlined below:

- Sleep in the play pen.
- Supervised when out of play pen.
- Toileting conducted outside with tenants' supervision.
- Toileting disposed of immediately.
- In the play pen when left unsupervised.
- Regular cleaning of the outdoor paved areas.
- Supervised training will take place outside.
- Professional puppy training.

The landlord raised concern that the tenants "lack rental history with me or proof of pet care". This was not a relevant consideration. The requirement for an established rental history and proof of pet care is not mandatory for the tenants' application and places a higher burden on the tenants than what is specified by the RTA.

The landlord has not supplied any evidence to demonstrate how the premises is unsuitable for keeping the requested pets. For these reasons, I am not satisfied that keeping the premises is unsuitable for keeping the requested pets.

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

The security bond held by the Bond Administrator for this premises is \$2600.

In a written submission to Consumer Protection, the landlord raised concerns that the requested pets may cause damage to the premises, stating "In this case, the likelihood of damage is increased due to:

- The young age of both dogs and high-destructive behaviour expected in littermates
- The lack of non-carpeted, fenced-off confinement areas inside the home
- The household already includes two young children and a pregnant tenant, reducing the capacity for full-time supervision."

The tenants' plan to manage the requested pets is described in the above heading and addresses the landlord's concerns about toileting and damage, with the requested pets to be trained, supervised and enclosed in a play pen when unsupervised. The landlord has not provided any evidence to show the requested pets will not be adequately supervised.

The landlord submitted the following as evidence towards the costs of having to replace the carpets at the premises if they are damaged by the requested pets:

- An online quote for \$8,265 (plus GST) to purchase and install 87 meters of carpet.
- A tax invoice for \$10,968, to supply and lay carpet at the premises.
- Written statement advising "The carpets are 5 years old (midway through the ATO's 10-year effective life). Even on a depreciated basis, the remaining value exceeds \$4137.50—159% of the bond".

The landlord has not provided evidence demonstrating how or why the requested pets are likely to cause damage which would require replacement of *all* the carpets at the premises, which would exceed the bond.

In a written submission, the landlord referred to a published decision, previously made by Consumer Protection (Decision (Pets) [2025] WACPCmr 2), to support their refusal of the requested pets, claiming the case “similarly involves foreseeable, documented costs”.⁷ The published decision referenced by the landlord was a different factual scenario. In (Decision (Pets) [2025] WACPCmr 2) the requested pet was residing in the premises and had already caused damages. Consumer Protection was satisfied that the refusal ground had been met in (Decision (Pets) [2025] WACPCmr 2), as the landlord provided evidence to show the requested pets had already caused damage exceeding the amount of security bond held. In this current application, no evidence has been provided by the landlord to demonstrate the requested pets have a history of causing damage.

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

Condition – the requested pets must be kept out of carpeted bedrooms

Whilst I am not satisfied the requested pets are likely to cause damage to the carpet which would exceed the bond, I acknowledge the possibility for carpets to require replacement in multiple rooms if the requested pets (as puppies) were to have a toileting accident in multiple carpeted rooms.

As such, I have decided to impose the following condition, which will limit the risk of damage being caused to carpets:

The requested pets must be kept out of carpeted bedrooms.

Is keeping the requested pets at the premises likely to cause the landlord undue hardship?

The term ‘undue hardship’ is not defined in the RTA.

The Macquarie Dictionary defines the terms as:

- Undue: unwarranted; excessive; not proper, fitting or right; unjustified.
- Hardship: a condition that bears hard upon one; severe toil, trial, oppression or need.

The New South Wales Supreme Court has previously concluded that the phrase “undue hardship” means “greater hardship than the circumstances warrant”.⁸ This means that hardship alone is not sufficient, it must be a level of hardship that is not proportionate to the situation.

The landlord indicated that allowing the requested pets to reside at the premises would result in financial hardship exceeding ordinary leasing burdens, as well as a personal and operational burden, because:

- The previous tenant caused damage, resulting in:
 - Significant financial losses for the landlord.
 - Emotional and operational effort by the landlord to have the premises restored.
- The security bond, including a \$260 pet bond which could be requested, is not enough to cover the probable cost of replacing carpets.

Despite the landlord providing evidence of the costs incurred due to damage by the previous tenant, this evidence does not demonstrate that the landlord would suffer a financial loss if the requested pets were to be approved. The tenants should not be disadvantaged because of the landlord's financial situation or the actions of a previous tenant. Behaviour by a previous tenant has no bearing on how the

⁷ <https://www.consumerprotection.wa.gov.au/system/files/documents/2025-04/RedDec-PRD2025-2.pdf>

⁸ *State of New South Wales v Austeel Pty Limited* [2004] NSWSC 81, [22], quoting *Liberian Shipping Corporation v A King & Sons Ltd* [1967] 1 Lloyd's Rep 302 at [307].

current tenants or the requested pets will behave. As established in the heading above, there is no evidence to show the requested pets are likely to cause damage that would exceed the bond, and a condition has been placed on the approval of the requested pets, to lessen the likelihood of this risk. There is a general risk with every tenancy that a tenant may damage the premise they are renting. This is addressed in the RTA by outlining the tenants' responsibilities; the tenant shall not intentionally or negligently cause or permit damage to the premises.⁹ The RTA similarly outlines tenant responsibilities for keeping a pet; the tenant is responsible for nuisance caused by a pet, and repairing damage caused by a pet.¹⁰ The landlord has not provided evidence to satisfy me that keeping the requested pets is likely to cause the landlord hardship which exceeds the general risk of renting a property, or that any hardship would meet the definition of undue hardship.

In written submissions to Consumer Protection, the landlord raised concern that the tenants did not disclose their intention to request a pet when applying to rent at the property. The RTA now allows tenants to request to keep a pet at their rental home at any time during their tenancy, regardless of whether they disclosed their desire to keep a pet at the time of entering into the lease agreement.

Having regard to the evidence provided by the landlord, I am not satisfied that keeping the requested pet at the premises is likely to cause the landlord undue hardship.

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

23 April 2025

⁹ Section 38(1)(C) *Residential Tenancies Act 1987* (WA).

¹⁰ Section 50I *Residential Tenancies Act 1987* (WA).