

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: \$3380
Tenants: [redacted] and [redacted]
Landlords: [redacted] and [redacted]

Decision

The Commissioner orders:

1. The landlords must approve the tenants request to keep the requested pet at the premises.
2. The tenants are permitted to keep the requested pet at the premises.

Request

On 30 April 2025, the tenants requested to keep [redacted], a three-year-old, medium sized domestic cat (the requested pet) at the premises, following the process established in the *Residential Tenancies Act 1987* (WA) (RTA).

Application

On 1 May 2025, the landlords applied to Consumer Protection for approval to refuse the tenants' request.

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

The landlords provided the following evidence:

- Written submission to Consumer Protection.
- Pet Request Form 25.
- Original application for 1 small dog only

The tenants provided the following evidence:

- Written submissions 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 grounds claimed by the landlord are established. In this case, the claimed grounds are:⁵

- 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.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.

Are the premises unsuitable for keeping the requested pet?

In the landlords' application, it is stated that the premises are unsuitable because there is no cat run or means to restrict the requested pet at the premises, and they are also concerned for local wildlife.

The RTA provides examples of why a premises may be unsuitable, such as lack of fencing and open spaces.⁷ Having no cat run does not make the premises unsuitable for keeping the requested pet.

Research conducted by Consumer Protection shows the premises is a four bedroom, two-bathroom home with a fully fenced backyard with protection from the elements for the requested pet.⁸

The tenants highlight that the requested pet will be an indoor only cat and will not pose any risk to local wildlife. I am satisfied that the tenant has taken the necessary measures to reduce the impact of the requested pet on local wildlife.⁹

In the tenant's application, scratching posts and enrichment toys and activities will be provided for the requested pet.

Considering the information from the landlords and the tenants, I am not satisfied that the premises are unsuitable for keeping the requested pet.

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

⁸ [redacted].

⁹ <https://www.rspca.org.au/latest-news/blog/keeping-cats-and-local-wildlife-safe-in-your-community/>.

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?

The security bond held by the Bond Administrator for this premises is \$3380 which includes a pet bond of \$260.

In written submissions, the landlords stated they reside in the adjacent premises. The landlord expressed concerns about the interaction their dog will have with the requested pet when the animals are unsupervised, the potential risk of damage to their dog and to the dividing fence.

The tenants are entitled to quiet enjoyment¹⁰ as per the RTA, in regards to the landlords residing in the adjacent premises.

No evidence has been provided by the landlords to show how the requested pet will damage the premises exceeding the security bond of \$3380.

In a written submission by the tenants, the requested pet will be an indoor pet, removing the risk to the landlords' dog and the dividing fence. The requested pet is house trained and litter trained.

Considering the information from the landlords and the tenants, I am not satisfied 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 bond.

Is keeping the requested pet 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".¹¹

In written submissions, the landlords indicated that allowing the requested pet to reside at the premises would result in financial hardship because of potential risk of damage to the property. The landlords advised the house is newly renovated (carpet cost \$5300 and window treatments cost \$2910) and mentioned a potential risk of damage to the fence.

The landlord has submitted in writing that they only approved the tenants to have a dog when they initially moved into the premises.

The RTA by outlining the tenants' responsibilities:

- the tenant shall not intentionally or negligently cause or
- permit damage to the premises.¹²

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.¹³

¹⁰ Section 44 (2) (c) Residential Tenancies Act 1987 (WA)

¹¹ *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].

¹² Section 38(1)(C) Residential Tenancies Act 1987 (WA).

¹³ Section 50I Residential Tenancies Act 1987 (WA).

No evidence was provided by the landlords to show that the requested pet at the premises would likely cause the landlords undue hardship.

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Considering the information from the landlords and the tenants, 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

27 May 2025