

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:	\$3860
Bond held:	[redacted] (inclusive of \$260 pet bond)
Tenant:	[redacted] (the tenant)
Landlord:	[redacted] (the landlord)

Decision

The Commissioner orders:

1. The landlord must approve the tenant's request to keep the requested pet at the premises.
2. The tenant is permitted to keep the requested pet at the premises.

Request

On 6 August 2025, the tenant requested to keep a [redacted] [redacted] (the requested pet) at the premises, following the process established in the *Residential Tenancies Act 1987 (WA) (RTA)*.

Application

On 9 August 2025, the landlord applied to Consumer Protection for approval to refuse the tenant's 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.

Evidence

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

The landlord provided the following evidence:

- Written submissions to Consumer Protection.
- Verbal statements to Consumer Protection.
- Floor plan of the premises.
- Pet request form.

The landlord provided the following evidence outside of the required 10 business days:

- Written submission to Consumer Protection.
- Three photos of the premises.
- Email with cost for sealing and replacement of decking and fence palings.

The tenant provided the following evidence:

- Written submissions to Consumer Protection
- Verbal statements to Consumer Protection
- Proposed exercise plan
- Daily schedule for requested pet [redacted]
- Business card for training school
- Bond lodgement including pet bond
- Residential lease agreement

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.

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 a written submission to Consumer Protection, the landlord expressed concerns regarding the tenant's request to keep the pet outdoors, noting that the rear yard lacks sufficient space for a [redacted] [redacted]. The landlord provided a floor plan, appearing to show the area the requested pet would have access to is approximately 14 square metres under the tenant's proposal for the pet to remain outside.

The RTA provides examples of why a premises may be unsuitable for keeping a pet, such as lack of fencing, insufficient open spaces, poor protection from the elements and any other thing necessary to humanely keep pets.

Research conducted by Consumer Protection appears to show:⁷

- The premises is a four-bedroom, two-bathroom house.
- The premises are on a 251 square-metre section.

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 [redacted]

- The premises are fully fenced.
- There is a separate fenced pool area.
- There is a covered patio area for shade.
- There is a raised decking area in the event of flooding.

The tenants provided a daily schedule for how they intend to manage the requested pet, including activities such as training, short and long leash exposure and toys for mental stimulation and teething.

The tenant provided a map of their proposed exercise routes, walking trails and parks; all within 500 metres of the premises. The tenant did not submit a toileting plan, aside from referencing 'potty' on the daily schedule for times the requested pet is supervised at the premises.

According to research conducted by Consumer Protection, the region experiences the following annual averages:⁸

- 285.8 days with temperatures exceeding 30 degrees Celsius.
- 63.6 days with temperatures exceeding 35 degrees Celsius.
- 4.5 days with temperatures exceeding 40 degrees Celsius.
- 631.6 millimetres of rainfall.

The premises is a small residence, but it meets the necessary requirements for housing the requested pet, including adequate fencing, open space, and shade. It is also noted that while the tenant proposed to always keep the requested pet outdoors, Consumer Protection is not making this a condition on the landlord's approval of the tenant's pet request. The tenant can keep the requested pet outdoors if they choose to do so.

The landlord has not provided evidence to demonstrate that the premises are unsuitable for the requested pet. I am not satisfied that the premises are unsuitable for keeping the requested pet.

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 these premises is [redacted] (inclusive of \$260 pet bond).

In a written submission to Consumer Protection, the landlord stated that a [redacted] [redacted] requires ongoing supervision and stimulation, and identified possible behaviours such as chewing, digging, and scratching, which could result in damage to the premises. The backyard's wooden decking may incur high replacement costs if chewed. A narrow strip at the rear of the premises, with loose rocks presents a possibility of window damage from dislodged stones, and the artificial grass contains pins that the pet could potentially chew.

The landlord provided an email that stated the following regarding the cost of replacing or repairing the wooden decking and wooden fence palings. While just a name and email address were provided in the email, Consumer Protection was able to verify there is a current Australian Business Number for this individual. The email stated:

⁸ [redacted]

“It would depend on how much damage. If the surface of the deck was damaged and needed sanding then sealing only, say \$600. If the boards were stuffed and all had to be replaced, \$2500. The fence palings are \$10 each plus labour”.

While the landlord has not provided evidence demonstrating how, or why, the requested pet is likely to cause damage which would require replacement of *all* the decking and fence palings at the premises; Consumer Protection will assess this claim based on the above pricing structure.

Should it become necessary to replace all the decking, the total quoted cost of \$2,500 would not exceed the security bond. The exact number of fence palings at the property and the associated labour costs remain unknown; however, for the requested pet to cause damages equivalent to the security bond, it would need to damage all the decking and an additional 110 fence palings.

Considering the information from the landlord, 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.

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

28 August 2025.