

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:	\$3860
Tenant(s):	[redacted] [redacted] [redacted] and [redacted] (the tenant)
Landlord:	[redacted] (the landlord)

Decision

The Commissioner orders:

1. The landlord's application is approved.
2. The tenant is not permitted to keep the requested pet at the premises.

Request

On 19 July 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 26 July 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 pet is not allowed under a community title or strata law.
- The premises are unsuitable for keeping the 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 tenant were invited to provide evidence to support their views about the application.

The landlord provided the following evidence:

- Written submission to Consumer Protection.
- Verbal statement to Consumer Protection.
- Pet request form.
- [redacted] insurance product disclosure statement and financial services guide.
- Email communications between tenant and landlord.

The tenant provided the following evidence:

- Written submission to Consumer Protection.
- Verbal statements to Consumer Protection.
- Email communications between tenant and landlord.

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

- Keeping the pet is not allowed under a community title or strata law.
- The premises are unsuitable for keeping the 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.

Is keeping the requested pet at the premises not allowed under a community title or strata law?

On 29 July 2025, Consumer Protection engaged in an extended discussion with the landlord regarding the grounds for refusing the pet request, in particular, the existence of Strata by-laws prohibiting pets. The landlord stated that they were relying on the default strata by-law 12(c) outlined in the *Strata Titles Act 1985* (STA) to refuse the requested pet.

Research conducted by Consumer Protection found that the premises comprised of two dwellings on a single lot, and no strata scheme or by-laws were registered.

It was discussed that by-law 12(c) is interpreted as allowing an animal on the premises unless a resident has received a notice from the strata council stating that an animal must not be kept on the premises.

The landlord stated they view themselves as the strata council for these premises for the purposes of refusing pet requests. They explained that they are in the process of registering two properties on this lot into a strata scheme with by-laws that would prohibit pets, with the intention of preventing future pet applications in the two properties.

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).

On 13 August 2025, the landlord provided evidence that a strata scheme had been registered for the premises. The strata scheme did not adopt the default STA by-laws, and the landlord provided a copy of the by-laws registered for the strata scheme. An excerpt from these by-laws is provided below:

(c) Pets or animals. The owner, tenants or other occupiers/residents must not keep any pets or animals on the common land lots that they either own, lease or occupy without first obtaining the written consent of the other strata lot owners, except as provided for by section 46(h) and 46(i) of the Strata Titles Act. Should permission be granted to allow the pet or animals into the property, if the pet or animal becomes a nuisance written notice can be given to order the pet or animal to be removed by a designated 10 days from notice.

The landlord has not provided evidence to demonstrate they have either provided written consent or refusal for the requested pet in the premises.

According to the strata by-laws, tenants are prohibited from keeping pets unless they obtain written consent from the other strata lot owners. In this scenario, the landlord is considered the other strata lot owners. Since the landlord has established the strata scheme and implemented by-laws specifically prohibiting pets to deny such requests, it can reasonably be concluded that any application made by the tenant to keep a pet would be refused by the strata lot owners.

In a written submission and verbal statements to Consumer Protection the landlord stated they asked the tenant to obtain their own insurance for the premises but did not receive a reply. The landlord stated the pet would have been allowed if the tenant had secured their own insurance to protect the premises, as the landlord's insurer does not cover pets and they wish to maintain their current discounted policy.

In a written submission to Consumer Protection, the tenant indicated that, after conducting research, they determined it is not possible to obtain insurance coverage for premises they do not own.

It is important to note that a landlord cannot require a tenant to pay more than the prescribed rent or bond, as doing so breaches the RTA, which strictly limits the amounts and types of payments that can be lawfully requested under a tenancy agreement.⁷ The tenant should not be impacted by the level of insurance the landlord chooses to hold to protect the premises.

I am satisfied that keeping the requested pet is not allowed under a community title or strata law. As the ground for refusal had been met under this heading, two further grounds will not be addressed in this decision.

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.

⁷ Section 27(1) *Residential Tenancies Act 1987* (WA).

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

Signed

Delegate of the Commissioner for Consumer Protection

DATE OF ORDER AND WRITTEN REASONS

1 September 2025