

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 Amount:	\$2,120.00 (Including a \$260 pet bond)
Tenant(s):	[redacted] and [redacted] (the tenant)
Landlord(s):	[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 17 October 2025, the tenant requested to keep a two-year-old rescue French Bulldog at the premises, following the process established in the *Residential Tenancies Act 1987 (WA) (RTA)*.

On 28 October 2025, the tenant amended their request, indicating the requested breed of dog may be either a French Bulldog, Jack Russell or Shih Tzu ('the requested pet').

Application

On 28 October 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 would exceed a reasonable number of pets being kept at the premises.
- 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 submissions to Consumer Protection.
- Routine inspection report.
- Lease agreement.
- City of [redacted] laws relating to keeping chickens.

- Code of practice for keeping rabbits in Western Australia.
- Copy of emails between tenant and Property Manager.

The tenant 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

- Keeping the requested pet would exceed a reasonable number of pets being kept at the premises.
- 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.

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.

Would keeping the requested pet at the premises exceed a reasonable number of pets being kept at the premises?

When considering what is a 'reasonable number of pets', I have considered:

- The nature and size of the premises.
- The requested pet.
- Any existing pets at the premises.
- Applicable Local Government laws.

The requested pet is a small two-year-old rescue dog, either a French Bulldog, Jack Russell or Shit tzu. In the Pet Request Form 25, the tenant stated the requested pet would be 'trained and microchipped'.

The landlord raised concerns that keeping the requested pet at the premises would exceed a 'reasonable number of pets,' given that the premises already accommodates at least 17 other animals. The lease agreement shows there are three approved cats at the premises. In an email to the Property Manager dated 25 August 2025, the tenant stated they had ten chickens, four rabbits, and an undisclosed number of Guinea Pigs, which were kept "in a huge cage". The tenant said they breed Guinea Pigs and rabbits, so these numbers could fluctuate.

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).

The premises are a three-bedroom house with a mix of tiled and carpeted flooring throughout. Outside, there is a paved area along one side of the premises and a grassed section at the back of the premises. The landlord provided a routine inspection report, which included photos taken on 11 September 2025. The photos show there is limited outdoor and indoor space available for the requested pet, particularly given that there are already three approved cats, ten chickens, four rabbits, and an unspecified number of Guinea Pigs at the premises. The photos show there are a number of objects (such as children's play equipment) in the back garden, which take up space on the lawn and paved areas.

The possible addition of the requested pet would remain within the limits permitted by the city of [redacted] local law.⁶

As outlined above, there are 17 animals already kept at the property, and I acknowledge this number could fluctuate as the tenant breeds Guinea Pigs and rabbits. Photos of the premises from a routine inspection in September 2025 show there is limited outdoor space for the requested pet to co-exist with all other animals kept at the premises. I am concerned that introducing another animal in the premises may impact the tenant's ability to maintain appropriate living conditions for all animals currently housed. Having regard to all of the evidence before me, it is not reasonable to allow another animal to live at the premises when there are already several animals living in close quarters.

Having regard to all of the evidence, I am satisfied that keeping the requested pet at the premises would exceed a reasonable number of pets being kept at the premises.

As the landlord has established one ground for refusal, it is not necessary to discuss the other two grounds in these reasons for 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.

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

17 November 2025

⁶ [redacted]