

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:	\$3,580
Tenant(s):	[redacted] [redacted] (the tenant)
Landlord(s):	[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 7 January 2026, the tenant requested to keep a one-year-old Miniature Dachshund (the requested pet) at the premises, following the process established in the *Residential Tenancies Act 1987* (WA) (RTA).

Application

On 9 January 2026, 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 at the premises would pose an unacceptable risk to the health and safety of a person.
- 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.
- Pet Request Form 25.
- Copies of emails.

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 at the premises would pose an unacceptable risk to the health and safety of a person.
- 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.

Would keeping the requested pet at the premises pose an unacceptable risk to the health and safety of a person?

For the Commissioner to be satisfied that the requested pet poses an unacceptable risk to the health and safety of a person, they must consider:

1. Does a risk to the health and safety of a person exist? and
2. If so, is the risk unacceptable?

The first question requires evidence of the risk. This could include evidence of a medical diagnosis confirming an allergy caused by exposure to the requested pet.

The second question involves assessing whether the risk is unacceptable. The Macquarie Dictionary defines unacceptable as "so far from a required standard, norm, expectation, etc., as not to be allowed". This question requires the Commissioner to assess the likelihood of the risk eventuating, and the gravity of the risk that may eventuate.⁷

The landlord must demonstrate that the risk is likely to occur and that the consequences are serious enough to be considered 'unacceptable'.

Does a risk to the health and safety of a person exist?

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 *New South Wales v Simcock (Final)* (2016) NSWSC 1805 at (71).

In written submissions to Consumer Protection, the landlord expressed concerns about keeping the requested pet at the premises due to their religious beliefs. The landlord explained that they are a practicing [redacted], and under their beliefs, the presence of a dog inside the home would render certain living areas ritually impure. As a result, the landlord considers that this would affect their ability to occupy the premises in the future, including their ability to eat and pray in the premises. They submitted further that the impurity cannot be remedied through ordinary cleaning methods and would therefore have an ongoing impact on the future use of the premises.

I accept that the landlord's concerns are genuinely held and arise from their religious beliefs.

The Macquarie dictionary defines the word "health" as "soundness of body; freedom from disease or ailment" and "safety" as "the state of being safe; freedom from injury or danger". Having regard to these definitions, I am not satisfied that the concerns raised by the landlord constitute a risk to the health or safety of a person.

Is the risk unacceptable?

To be satisfied that the risk posed by the requested pet is unacceptable, the landlord must provide evidence that the risk is likely to happen, and the effects are likely to be severe.

As I am not satisfied that the requested pet poses a risk to the health or safety of a person, it is unnecessary to consider whether any such risk would be unacceptable.

Considering the information before me, I am not satisfied that keeping the requested pet at the premises would pose an unacceptable risk to the health and safety of a person.

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".⁸

In written submissions to Consumer Protection, the landlord explained that the presence of the requested pet would result in ongoing religious contamination of the premises, which would prevent the landlord from using the premises in the future, in accordance with their religious obligations.

The landlord allowed the tenant to keep the requested pet at the premises for a two-week period as a gesture of goodwill, despite their concerns about the impact of the requested pet due to their religious beliefs. Given this, it is unclear how permitting the requested pet permanently would have a materially different religious impact on the landlord.

I acknowledge the landlord's religious beliefs are genuine and accept that keeping the requested pet at the premises would cause a degree of hardship to the landlord. However, I am not satisfied that this hardship rises to the level of being *undue*. The landlord has not provided sufficient evidence to demonstrate that the hardship would be unwarranted or excessive. The landlord does not currently occupy the premises, and the landlord's hardship appears to be based on a future possibility of the landlord occupying the premises, which may or may not occur.

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].

On the evidence before me, 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 12 – Application for court order](#) 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 www.consumerprotection.wa.gov.au/commissioner-determinations and the Magistrates Court’s Residential Tenancy Applications fact sheet at www.magistratescourt.wa.gov.au/files/Factsheet_53.pdf.

Signed

[redacted]

Delegate of the Commissioner for Consumer Protection

DATE OF ORDER AND WRITTEN REASONS

13 February 2026