

Pets in Rental Properties

In Queensland the rules about keeping pets in rented properties are set out in the *Residential Tenancies and Rooming Accommodation Act 2008* ('The Act'). This factsheet applies to general tenancies and rooming accommodation.

Definition of a pet

A pet is defined as a domesticated animal or an animal that is dependent on a person for the provision of food or shelter.

This definition does not include a working dog, or an animal set out in different regulations to not be a pet. A working dog includes an assistance dog, guide dog or hearing dog, a corrective services dog or a police dog. These animals are treated differently to pets and you can keep a working dog without the lessor's approval.

An assistance dog, guide dog or hearing dog are further defined under schedule 4 of the *Guide, Hearing and Assistance Dogs Act 2009*. A corrective Services dog is further defined under schedule 4 of the *Corrective Services Act 2002*. A police dog is further defined under schedule 6 of the *Police Powers and Responsibilities Act 2000*.

Can I have a pet?

You may keep a pet or other animal at your home (in your room if you are a resident) only if you have approval of the lessor or housing provider.

However, there is a process for applying for permission and there is now a list of the only grounds for a landlord to refuse your request.

You will be required to seek written permission from your lessor, agent or provider to keep a pet during your tenancy.

You must use the approved RTA form 'Request for approval to keep a pet in rental property' to request pet approval from your lessor, agent or provider. Once your request is received, the lessor, agent or provider must respond in writing within 14 days to notify you of the decision and if they approve they could request reasonable conditions in their response for the pet approval. If your lessor, agent or provider do not respond within 14 days of your request for pet approval the request will be considered approved.

Properties with owners' corporations, park rules

If your home is an apartment, flat, unit, relocatable home or van and subject to body corporate by-laws, park rules or other laws relating to keeping animals you might need additional permission to keep a pet, working dog or other animal. For example:

- there might be a local law that limits the number or types of animals that may be kept at properties or how they are kept, such as cat containment
- if you live in an apartment or units there might be a body corporate by-law that requires occupants to obtain approval from the body corporate before keeping a pet at the premises
- similarly Park Rules may require approval.

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Who's who?

A **lessor** is the person who gives a **tenant** the 'right to occupy' a residential premises. Lessors often employ real estate agents to manage premises on their behalf.

A **provider** is a person who provides rooming accommodation to residents.

QSTARS is a program providing specialist advice and support to renters, funded by the Qld Government, delivered by Tenants Queensland.

The **RTA** is the government authority that manages rental bonds, provides forms and information, conducts dispute resolution and investigates complaints of unlawful conduct under tenancy laws.

The **Tribunal** or **QCAT**, hears and makes binding decisions about residential tenancy disputes.

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Your responsibilities

You have general responsibilities as a pet owner and also specific responsibilities as a tenant or resident.

Know your local laws

You should also be aware of local laws on keeping pets.

Local councils have wide powers to make laws relating to pet ownership, for example, registration and microchipping, confinement, as well as laws on menacing, dangerous and restricted breed dogs. Pet owners must ensure they understand and follow their local council laws on pet ownership. Check your local council for information on keeping pets in your area.

Damage and nuisance

As a tenant or resident your responsibility is to not maliciously damage your home; to not cause a nuisance or interfere with the peace, comfort or privacy of a neighbour, or allow others to do so. The new rules regarding pets basically emphasise these responsibilities.

As a tenant (or resident) you are responsible for all nuisance caused by a pet or other animal kept at the property, including, for example, noise caused by the pet or other animal. You are responsible for repairing any damage to the premises or inclusions caused by the pet or other animal.

Process for seeking approval for keeping a pet

Think carefully. Before you seek permission from your landlord or provider, think carefully and do your research before you decide to get a new pet. The RSPCA provides lots of useful information and tips on getting a new pet.

The process

- You can request the lessor's (the lessor, agent or provider) approval to keep a pet at your home. The request must be made on the approved Form 21 Request for approval to keep a pet in a rental property which can be obtained from the RTA. Make sure you keep a record to show when you have sent it.
- The lessor or provider **must** respond to your request within **14 days** after receiving it.
- Their response must be in writing and state—
 - whether they approve or refuse your request; and
 - if they approve subject to conditions—they must include the conditions (see below for acceptable conditions); and
 - if they refuse, they must include—
 - ◇ the grounds for the refusal (see below for acceptable reasons); and
 - ◇ the reasons they believe the grounds for the refusal apply to your request.

NOTE:

To ensure that this process is followed, and your request is not ignored, or you are not given fair reasons the law sets out:

- **if the lessor or provider does not respond within 14 days**, they are taken to have approved your request
- **if they refuse but do not provide reasons** and how the reasons apply to your request, they are taken to have approved your request, and
- to remove any doubt, it is declared that refusal on the grounds that 'no pets are allowed' is not acceptable.

The lessor or providers' responsibilities

The law sets out the only conditions that a landlord or provider can place on the approval of a pet. It also sets out the only reasons for refusal. The starting point is that a "no pets allowed" policy is no longer permitted.

Conditions of approval

The lessor's or provider's approval to keep a pet at the premises may be subject to conditions if the conditions:

- relate only to keeping the pet at the premises
- are reasonable having regard to the type of pet and the nature of the premises
- are stated in the written approval given to the tenant or resident.

Reasonable conditions include:

- if the pet is not a type of pet ordinarily kept inside—a condition requiring it to be kept outside at the premises
- if the pet is capable of carrying parasites that could infest the premises—a condition requiring the premises to be professionally fumigated at the end of the tenancy
- if the pet is allowed inside the premises—a condition requiring carpets in the premises to be professionally cleaned at the end of the tenancy.

Conditions are not reasonable and therefore not enforceable if they:

- require you to buy cleaning or fumigation (or other) services from a particular person or business
- require you to pay penalties
- would increase the rent or rental bond
- would require any form of security from you.

Extra bond or rent increases

The lessor or provider cannot require additional rent or bond as part of being allowed to keep a pet or having a working dog. If you receive notice about an increase relating to having a pet it is not valid and you can challenge it.

For more information see the **Rent and Other Charges fact sheet**.



Reasons for refusal

The following are the only grounds for a lessor or provider to refuse your request for approval to keep a pet:

- keeping the pet would exceed a reasonable number of animals being kept at the premises
- the premises are unsuitable for keeping the pet because of a lack of appropriate fencing, open space or another thing necessary to humanely accommodate the pet
- keeping the pet is likely to cause damage that could not practicably be repaired for a cost that is less than the amount of the rental bond
- keeping the pet would pose an unacceptable risk to the health and safety of a person, including, for example, because the pet is venomous
- keeping the pet would contravene a law
- keeping the pet would contravene a body corporate by-law or park rule applying to your home
- you have not agreed to the reasonable conditions proposed by them to keep the pet
- the animal stated in the request is not a pet.

If you already have a pet

Previous permission to have a pet

If you have already been given permission to keep a pet, that permission continues, and you do not need to seek permission again. If you have any conditions that are not in line with the new conditions (see below) they have no effect.

If you have a pet and did not seek permission from the lessor or provider

Nothing prevents a person making a request for a matter that happened before the changes came into effect. You can now seek permission from the lessor or provider and they are bound by the rules regarding refusal and conditions. If you do not seek permission and the lessor or provider determines that you have a pet, they can take action as detailed below.

If you previously requested a pet and were refused, or had a "no pets" clause

Nothing prevents a person making a request under the Act, for a matter that happened before the changes came into effect. You can now request a pet and the lessor or provider is bound by the new rules regarding refusal and conditions.

A pet cannot be refused on the basis that there is a "no pets" policy

Applying for a property when you already have a pet

The Act declares that a pet cannot be refused on the basis that there is a "no pets" policy and it follows that a property cannot be advertised saying no pets. However, it is common for lessors and providers to ask prospective tenants and residents whether they have a pet, how many pets, etc before a property is offered. In the case of agents, these questions are frequently contained in the application form.

Unfortunately, there is nothing to prevent lessors or providers asking these questions and nothing to prevent them from refusing to give you a tenancy agreement because of this (you often won't be told why you missed out, rather, you will be told they preferred another applicant).

Working dogs

Working dogs are treated differently to pets and you can keep a working dog without the lessor's approval.

No pets clause

The Act effectively prohibits a no pets clause in tenancy agreements.

Pet bond

The Act prohibits any form of security (such as an additional rental bond or other payment) from the tenant for keeping the pet.

Problems and disputes about pets

There are several issues that can arise in relation to pets.

Disputing refusal to allow a pet

If your lessor or provider has refused permission to have a pet, you can make an application to the Tribunal disputing this refusal. The Tribunal can order that the refusal is not valid, and therefore that you may have a pet.

If you get a new pet without consent

If you get a pet without consent, the lessor or provider may issue a notice for significant breach of the agreement. You must then remove the pet or seek approval for the pet. If you have not been granted approval to keep the pet, you will need to remove the pet. The lessor or provider would have grounds for entering the property to check you have removed the pet.

Notices about breaches due to pets - nuisance and damage

You are responsible for all nuisance caused by a pet or other animal kept at the property, including, for example, noise caused by the pet or other animal. You are responsible for repairing any damage to the premises or inclusions caused by the pet or other animal.

If there is a claim of nuisance or damage, your lessor or provider must issue you with a Notice to Remedy Breach detailing what they believe the breach is and how it should be remedied and provide you with seven days to remedy the breach. If you do not remedy the breach, or they believe you have not done so, they may provide you with a Notice to Leave for unremedied breach.

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Evidence

If there is a dispute you can ask the lessor or provider to give you details of their claim and copies of any receipts or evidence. If you are not given this information, you can request copies during the RTA Dispute Resolution process or at the Tribunal hearing.

If you believe the lessor or provider does not have a good reason to take action, you can gather evidence to dispute their claims. This evidence is especially important if you need to go to the Tribunal.

Your evidence may include:

- photos of your pet
- references for your pet
- copies of request/s for approval, showing when it was sent
- photos of any claimed damage
- copies of your Entry Condition Report and Exit Condition Report.

RTA Dispute Resolution Service

The RTA provides a free Dispute Resolution Service that can help you and your lessor, agent or provider, exchange information and reach an agreement to resolve a tenancy dispute. If there is a tenancy dispute you can use a Form 16 to apply to the RTA. The RTA Dispute Resolution Service can set up a telephone conference or may conduct a series of phone calls with each party, to see if the parties can reach an agreement.

If parties reach an agreement, this will be recorded and parties required to sign a conciliation agreement. The conciliation agreement will become part of your tenancy agreement and can be enforced by the Tribunal.

If you cannot reach an agreement the RTA will issue a Notice of Unresolved Dispute (NURD). This is sent to the person who lodged the Dispute Resolution Request Form 16. This person must then apply to the Tribunal for a hearing if they wish to take the dispute further.

Going to the Tribunal

The Queensland Civil and Administrative Tribunal (QCAT) has the power to hear tenancy disputes. To apply for a tenancy hearing you need to fill in a QCAT Application for Minor Civil Dispute – Residential Tenancy Dispute (Form 2). This form is available from your local courthouse or online at www.qcat.qld.gov.au.

Tribunal hearings to dispute a lessor or provider's refusal to the request to keep a pet are non-urgent applications. This means you must have a Notice of Unresolved Dispute (NURD) from the RTA before applying to the Tribunal. You must write the RTA NURD conciliation number on your QCAT application form.

If you apply for a hearing, you are the 'applicant'. When you apply to the Tribunal your application should clearly state your claim. Focus on the facts of the case. You can attach a summary statement and copies of relevant evidence.

If you are responding to a hearing, you are the 'respondent'. The Tribunal will send you a copy of the claim lodged by the other party and a letter telling you the date and time of the hearing. It is important to attend the hearing so you can tell your side of the story. You can also gather your evidence and prepare a statement to respond to the claim being made against you.

At the hearing the Tribunal will look at the application and the evidence presented by each side and can make a final order (decision) about the bond refund.

If you need help to fill in a form or prepare for a QCAT hearing, contact us for advice.

Further help

Queensland Statewide Tenant Advice and Referral Services (QSTARS)

QSTARS provides specialist tenancy advice, advocacy support and referral for Queensland renters. Contact QSTARS for tenancy advice on:

1300 744 263

Open Mon – Friday 9am – 5pm
(extended hours to 7pm on Tuesdays and Wednesdays)

Tenants Queensland

Tenants Queensland (TQ) is a specialist community and legal service which has been providing services to and representing the interests of residential renters in Queensland since 1986. QSTARS is managed by TQ and delivered in collaboration with partner organisations.

For administration issues contact TQ on 07 3832 9447 or visit www.tenantsqld.org.au

Residential Tenancies Authority (RTA)

The RTA is the government authority. RTA tenancy forms are available online at www.rta.qld.gov.au or call 1300 366 311.

The Queensland Civil and Administrative Tribunal (QCAT or the Tribunal)

To find your local Tribunal (except for Brisbane QCAT sits in the local Magistrates Court) or get QCAT forms visit www.qcat.qld.gov.au or call QCAT on 1300 753 228.

Translating and Interpreting Service (TIS National)

If you need an interpreter let us know when you call, or call the TIS translating and interpreting service on 131 450 so they can help you contact our service.

Disclaimer: This brochure provides information only and is not intended to provide legal advice.