



Whether you're a property owner or tenant, for many, pets are an integral part of family life. Here's your guide to navigating having animals in your property.

Is my tenant allowed to have a pet?

This all depends on the conditions of your tenancy agreement. A tenancy agreement can stipulate that consent must be sought from the landlord before the tenant is allowed to keep an animal.

If the tenancy agreement does not have a clause regarding the keeping of animals, the tenant is permitted to keep an animal without seeking consent from the landlord.

Can my tenancy agreement ban animals?

The tenancy agreement can state that the tenant must request your consent before keeping an animal, however it cannot outright ban them. In special circumstances, you can apply to ACAT (ACT Civil and Administrative Tribunal) to enforce the limitations or exclusion of pets. More on this below...

Do I have to be upfront about whether or not tenants can have an animal in the property?

In short—yes. When you advertise your property for rent, you must include whether or not you require the tenant to seek approval before keeping an animal—this is so that a tenant has all relevant information before deciding whether to apply for the property. You can be fined for failing to state this within the advertising for your property.

Similarly, if you have prior approval from ACAT and you can impose conditions on consent, you must also state this in the advertising.

How do tenants seek consent for keeping animals in the property?

If mandatory under the tenancy agreement, the tenant must request consent to keep an animal in writing. If you fail to respond within 14 days of receiving the request, you are taken to have consented.

How do I refuse consent for an animal?

You can only refuse consent for an animal with the approval of ACAT, as outlined above.

The Tribunal will approve the refusal if they believe that any of the following apply:

- Keeping the animal would be contrary to law
- The property is unsuitable to keep the animal
- Keeping the animal would result in unreasonable damage to the property
- Keeping the animal would be an unacceptable risk to public health safety
- You would suffer significant hardship

Can I agree to my tenants keeping an animal on the property, but request certain conditions?

Yes—if the condition you are wanting to impose is reasonable and pertains to the maintenance of the property or the number of animals that may be kept on the property, you do not require the Tribunal's approval.

If you want to impose other conditions, you must seek the prior approval of the Tribunal, or if you impose a condition that the tenant disagrees with, they must apply to the Tribunal to resolve the dispute.

It's worth noting that you cannot impose the following conditions:

- An increase in the bond above 4 weeks' rent
- An 'animal bond'
- More frequent inspections on account of checking for potential animal damage

Can my strata complex forbid animals?

Under both the Residential Tenancy Act 1997 and strata law (the Unit Titles (Management) Act 2011), a tenant is required to comply with the strata requirements. Under strata law, the owners corporation's consent is required to keep an animal, although like an individual owner, owners corporations cannot unreasonably withhold their consent.

Do the same conditions apply to assistance animals?

No. The Discrimination Act 1991 makes it unlawful for landlords to discriminate against a tenant who has a disability, including their dependency on an assistance animal.