

Pets in Rentals

- Information for Tenants



When am I allowed to have a pet?

If you would like to get a pet, or multiple pets, in your rental property, you must make a written request to your landlord or property manager using the approved form on the Consumer, Building, and Occupational Services (CBOS) website.

Before making a request for a pet, you should carefully consider whether you will be able to care for it for its expected lifespan. Please consult organisations such as RSPCA Tasmania for guidance on how to care for and train a pet.

On the form you must supply the following information:

- The type of animal,
- The breed (if applicable);
- The registration and microchip numbers (if applicable);
- The sex of the pet;
- The size of the pet;
- If the pet is a dog, whether it has been designated as a dangerous dog;
- If the pet is a dog, whether it is a restricted breed

You are also invited to provide further relevant information, such as the name of the pet, its age, temperament, training, and whether it will be kept indoors.

Once you have provided the request to the landlord/property manager, they have 14 days to give or refuse consent. If the landlord/property manager intends to refuse consent, they must give you the refusal in the approved form, and must make an application to TASCAT to have the refusal approved (unless the pet is a dog and is a restricted breed or has been designated as a dangerous dog).

If the landlord/property manager does not provide a written refusal and make an application to TASCAT within 14 days, the landlord/property manager is taken to have given consent to your request.

The landlord/property manager's consent does not override any council or strata by-laws, or environmental conservation covenants, that may affect your ability to keep pets on the property. You should consult these before making a request to your landlord/property manager.

You cannot keep your pet at your home until you have received consent, either from your landlord/property manager or from TASCAT.

You do not need consent to keep a trained guide dog or assistance animal.

Conditions on consent

Your landlord/property manager may give consent to your request to keep a pet or pets, but only if you comply with certain conditions. These conditions must:

- Be agreed to by you;
- Be reasonable;
- Not require any additional rent or bond; and
- Be consistent with the rights and obligations set out in the Residential Tenancy Act 1997.

Pets in Rentals



If you do not agree to the conditions, the landlord/property manager is taken to have refused the request for the pet(s) and must make an application to TASCAT.

A number of conditions have been considered by decision making bodies in other jurisdictions. These decisions are not binding in Tasmania, but serve as a guide.

Case citation	Requested conditions	Findings
WA PRD2024-16	Landlord wanted condition that guinea pigs had to be kept outside.	Not reasonable as guinea pigs vulnerable to heat stroke. Condition imposed that when the guinea pigs were inside their enclosure must be on a water-proof mat.
WA PRD2024-11	Landlord wanted dog to be kept outside at all times to protect floorboards.	Can't assume that dog will cause significant damage. Tenants promised that dogs nails would be clipped monthly and would not be left inside alone.
WA PRD2024-7	Consent refused on basis that landlord was allergic to dogs.	Medical evidence insufficient, but imposed condition that dog could not be inside during inspections.
WA PRD2024-6	Consent for Samoyed dog refused on basis that it would damage freshly renovated house.	Permitted on condition that it be kept outside at all times.
WA PRD202-12	Fish tank to be kept off carpeted area.	Approved.
WA PRD2024-2	Consent refused for small puppy on basis it could fit through balcony balustrade.	Permitted on condition that dog is to be kept off balcony until it is too big to fit through gaps.
<i>Wessels & Anor v Robinson</i> [2025] SACAT 108	Landlord wanted condition that carpet is professionally cleaned four times a year as they were allergic to cats.	Not reasonable – only permitted to impose condition that carpets are cleaned to a “professional standard” at the end of the tenancy.
<i>MMP Investors Pty Ltd v Brunne</i> [2020] ACAT 52	Consent refused as tenant wanted husky in small apartment.	Permitted on condition that the dog uses dog toilet and is walked at least once a day.

Pets in Rentals



TASCAT Applications

If your landlord or property manager refuses your request for a pet, they must apply to TASCAT and demonstrate the refusal is reasonable. In determining whether the refusal is reasonable, TASCAT will consider:

- Whether the pet(s) would cause a nuisance;
- Whether the pet(s) would cause damage that goes beyond reasonable wear and tear;
- Whether the pet(s) would pose an unacceptable safety risk;
- Any other relevant factor.

The landlord or property manager must prove that the pet(s) would have the alleged effect, not just that they could (MMP Investors Pty Ltd v Brunne [2020] ACAT 52). The specific pet(s) must be considered, not just the species or breed generally (MMP Investors Pty Ltd v Brunne [2020] ACAT 52).

TASCAT may also impose any conditions on keeping the pet(s) that it thinks are reasonable.

A number of refusals have been considered by decision making bodies in other jurisdictions. These decisions are not binding in Tasmania, but serve as a guide.

Case citation	Facts	Findings
WA PRD2024-5	Tenants applied to have Siamese cat, landlords refused on the basis that they were allergic to cats.	Pet allowed , as landlords' evidence was insufficient, and in any case, they used a property manager for inspections.
WA PRD2024-15	Tenants already had dog and cat, applied to have second dog.	Pet allowed . House and backyard were big enough for additional dog, and fully fenced.
WA PRD2025-1_0	Request for dog refused on basis that premises was not fully fenced.	Pet refused . Relevant that tenant wanted a small dog. Tenant's proposal to prop up sheet of metal in lieu of fence not adequate.
WA PRD2025-2	Landlord refused consent on the basis that the dog had already damaged the backyard and back door, and the quoted repairs exceeded the bond.	Pet refused .
WA PRD2024-8	Landlord refused consent because courtyard too small and hot, and dog could damage astroturf if used as toilet.	Pet allowed . Low-energy dog with health issues that is regularly walked, so doesn't need big backyard. Tenants provided references from previous landlords that the dog did not cause any damage.
WA PRD2024-6	Request refused for Samoyed as tenants already had cat. Landlords had recently spent 18 months and \$100,000 restoring property, provided evidence it would cost \$16,000 to fix floors if damaged.	Pet allowed . Property big enough for two animals. Took into account evidence that Samoyeds could be destructive if left allowed. Allowed on condition that it stayed outside.
WA PRD2024-9	Dog in apartment complex, no exercise space or garden on site.	Pet allowed . Tenants provided evidence that there is a dog park nearby.
WA PRD2024-14	Landlord said property unsuitable for golden retriever – too small, too hot and only artificial lawn.	Pet allowed . Backyard is sufficiently shady, tenant works from home so is able to keep dog inside and supervise, and there is an off-lead dog park nearby.
WA PRD2024-4	Existing approved dog has caused damage to the property. If the dog	Pet allowed . Just because other dog has caused damage doesn't mean <i>this</i> dog will cause damage. No evidence that dog will

Pets in Rentals



	escapes, it's likely to cause a nuisance.	escape or will cause damage, tenant responsible if it does.
WA PRD2024-3	Landlord provided evidence that re-sanding whole house would cost \$5,000.	Pet allowed. No evidence that dog would cause damage to that extent. Dog is only 9kg, and its nails are regularly trimmed.
<i>Shindy & Anor v Antcliff & Anor</i> [2023] ACAT 53	Muslim landlords opposed consent for dog on the basis that dogs are haram and would make the property unclean – and they intended to live there after the tenancy was over.	Pet refused, as sincere belief, and religious uncleanliness cannot be remedied with literal cleaning of the property.
<i>R & S Investments (Aust) Pty Ltd v Dal Piva & Anor</i> [2021] ACAT 113	Apartment not suitable for medium-sized dog, and risk of damage.	Pet allowed. Apartment not inappropriate per se, landlords provided insufficient explanation as to <i>why</i> inappropriate and <i>why</i> likely to cause damage – needs specific evidence rather than conjecture. Wear and tear inevitable but needs to prove that it would be beyond that.
<i>Falcone v Morris</i> [2020] ACAT 84	Non-toilet trained Cavoodle puppy in fully furnished apartment, with short term lease.	Pet refused. Satisfied that the dog would cause damage based on age. May not have been unreasonable except that tenancy was likely to end soon after and landlord would need to advertise/show new tenants property and furniture in good condition.
<i>Jaggers v Webster & Others</i> [2020] VCAT 556	Dog in apartment, opposed on basis of jump risk off terrace.	Pet allowed. Roof issue real concern however relevant that dog will be puppy and can be raised and trained to cater to it and that tenant undertook to mostly keep the dog inside.
<i>Mezin v Lauretti</i> [2024] VCAT 600	Landlord had severe allergy to dogs and was intending to move back into the property after the tenancy had ended.	Pet allowed. Unreasonable to expect tenants to cater to landlord's specific health conditions – landlord entered tenancy knowing that allergens could enter property.
<i>Techner v Vearing</i> [2020] VCAT 484	Landlord opposed dog on basis that insurance doesn't cover animal damage.	Pet allowed. Landlord's choice not to pay extra for insurance coverage is their own commercial decision.

Relevant evidence

If your landlord or property manager refuses consent and makes an application to TASCAT, it may be helpful to provide the following evidence to the tribunal:

- Any training of the animal that has been or will be carried out (*MMP Investors Pty Ltd v Brunne* [2020] ACAT 52, *Jaggers v Webster & Others* [2020] VCAT 556, WA PRD2024-4);
- References from previous landlords or property managers, or bond determinations, that show that the pet(s) have not caused damage in past rental properties (WA PRD2024-8);
- If the property is an apartment or unit, that there is a dog park nearby (WA PRD2024-9, WA PRD2024-14), and/or that the dog is regularly walked (WA PRD 2024-8, *MMP Investors Pty Ltd v Brunne* [2020] ACAT 52);
- That the floors would be covered with rugs or other protective materials (*R & S Investments (Aust) Pty Ltd v Dal Piva & Anor* [2021] ACAT 113, *Wessels & Anor v Robinson* [2025] SACAT 108, WA PRD2024-12, WA PRD2024-16);
- That the pet's nails would be trimmed regularly (WA PRD2024-11, WA PRD2024-3);
- That you work from home, or otherwise will be able to supervise the animal (WA PRD2024-14).

Withdrawal of consent

If your landlord or property manager has given consent, or TASCAT has forced them to, then they may only withdraw consent with the approval of TASCAT. The landlord or property manager will need to prove that there are good reasons for the consent to be withdrawn, such as that the pet(s) have caused significant damage or caused a nuisance.