

Tenants' guide to renting with pets in NSW

This guide will look at the legal situation for renters in New South Wales and answer common questions pet owners have in relation to keeping pets. As a pet owner, you also have a responsibility for the welfare of your pet, and there are council obligations that apply equally to home-owners and renters.

Can I keep a pet?

There is no term in the *Residential Tenancies Act 2010 (NSW)* that prohibits you from keeping a pet, or that requires you to ask for your landlord's consent before you keep a pet. However, many landlords will include a clause restricting pets in the residential tenancy agreement, and there is no specific ban on them doing so. The Tenants' Union believes that such a restriction is a breach of your reasonable peace, comfort and privacy, however this has not been fully tested before a court or tribunal.

The standard form of agreement issued by NSW Fair Trading includes additional terms which require you to have your landlords consent to keep animals. Additional terms may be crossed out when you and the landlord sign the agreement, but if they are not crossed out, they will apply to your agreement.

Most strata schemes will also have a by-law about the keeping of animals. The by-law might allow an animal to be kept with the prior written approval of the owners corporation, or prohibit animals (except assistance animals) altogether. The landlord or agent must provide you with the by-laws for the building within 7 days of moving in.

Noise and nuisance

All tenants have a responsibility not to cause or permit a nuisance, and not to interfere with the peace, comfort and privacy of a neighbour.

If you have a pet that makes excessive noise it is possible that this will breach your tenancy agreement. Whether the noise is reasonable will depend on the particular circumstances, including frequency and the time of day.

Other forms of nuisance, like chasing the neighbour, or breaking into their yard, can also qualify as a breach of your agreement. Making sure your home is appropriate for your pet, including reporting any necessary repairs to fences or gates, can avoid these issues.

Damage to premises

All tenants have a responsibility to not intentionally or negligently cause damage to premises, and to return the premises in a similar condition as at the beginning of the tenancy.

If your pet causes damage to the premises, by scratching doors or floorboards, it will be your responsibility to fix or pay for the damage. However, the cost of the damage is subject to "mitigation of loss". See [Factsheet 6: Repairs and Maintenance](#) for more.

Landlord's access

Your landlord has the right to access the premises without your consent and without you being there in very limited circumstances, detailed in [Factsheet 8: Access and Privacy](#). If a landlord is aware of your pet and allows harm to come to your pet when they access the premises, for instance by leaving a gate open which the dog escapes through, they may be liable for compensation to you.

Cleaning at the end of premises

Additional terms that require you to have the premises professionally cleaned or fumigated when you move out are usually illegal and invalid, but there is an exception where you have been permitted to keep an animal on the premises.

You may only be required to have the premises professionally cleaned or fumigated if it is necessary to rectify an issue. For instance, your landlord can not require you to fumigate the premises if you kept a goldfish.

Pet bonds

Landlords and agents sometimes ask for additional amounts of bond (that is, over and above the usual four weeks' bond) if you keep a pet. These 'pet bonds' are often not lodged with Renting Services and instead are kept in an account maintained by the landlord or agent. Pet bonds are not lawful in NSW.

Assistance Animals

It is illegal for a landlord or strata to refuse you keeping an assistance animal, as defined under the *Companion Animals Act 1998 (NSW)*. Assistance animals are specially trained and need to be registered to assist a person with a disability.

If you are told you cannot keep an assistance animal, consider a complaint through either the Anti-Discrimination Board of NSW, or the Australian Human Rights Commission.

Links to more Info

[Tenants Rights Manual](#)

Tenants NSW: [Factsheets](#)

RSPCA: [Renting with Pets](#)

[Fair Trading NSW](#)

[Anti-Discrimination Board of NSW](#)

[Australian Human Rights Commission](#)

Disclaimer

The Tenants' Union has taken all care to ensure the legal accuracy of this information at time of publication. This material does not constitute legal advice. The information in this guide is applicable in the state of New South Wales only. If you would like to discuss a tenancy issue, the best people to speak to are the advocates at your local Tenants' Advice and Advocacy Service. Their contact details are on www.tenants.org.au.