

Pets

Pets are family! As a tenant you have rights under the *Residential Tenancies Act 2010* and *Residential Tenancies Regulation 2019*. This factsheet explains the laws relating to keeping a pet at your rental property – including the steps needed to seek permission, the rules, the exceptions, and some things to keep in mind once you have a pet.

With the [new tenancy laws](#) coming into effect from 19 May 2025, it is now much easier than before to keep a pet at your rental home. However, like before, you still **require the landlord's consent**. There is now a structured process with clear rules on when the landlord can 'refuse' permission or when the landlord can impose 'conditions' with the permission.

The landlord/agent cannot refuse your request without a valid reason, or impose unreasonable conditions that make it impossible to keep your pet.

If the landlord refuses your request to keep a pet, or imposes conditions you believe are unreasonable, see below: 'How do I challenge the landlord's response to my pet application?' It is also a good idea to get advice from your [local Tenants Advice and Advocacy Service](#).

NSW Fair Trading will have a much more active role in mediating disputes about pets, and the NSW Civil and Administrative Tribunal (NCAT) will have the final word on whether you can keep your pet.

The new pet laws apply to **all new and existing tenancy agreements**, regardless of when you started your tenancy, or what type of agreement you have. The only minor exception is for students in purpose-built student accommodation (PBSA) where these new pet laws do not apply.

If you **already had an approved pet** before the start of the new laws, you do not have to re-apply for consent for the same approved animal.

Also, it is now unlawful for a landlord or agent to **advertise that pets will not be permitted** at the premises. If this has occurred, you should gather evidence and make a complaint to NSW Fair Trading.

Assistance animals

Note that if your pet is an 'assistance animal' recognised under the *Disability Discrimination Act 1992*, you do not require the landlord's permission to keep the pet.

However you should still inform the landlord/agent about the pet including its accreditation and/or training as an assistance animal, if any.

5 key steps to get permission for a pet at your rental home

- 1. Start the process** of getting consent using the NSW Fair Trading [Pet Application Form](#) (the Form). Complete **Part A** of the Form and give that to the landlord/agent. If there are co-tenants in the tenancy, all co-tenants will have to jointly apply for the pet consent.
- 2. Allow 21 days** for the landlord/agent to provide you with a written response in **Part B** of the same Form. If the landlord does not respond within 21 days, your request is taken to have been **approved**.
- 3. Review the landlord's response.** If you are not happy with the response, consider if:
 - the refusal is not on **permitted grounds** (see below), or
 - the **conditions** being imposed are **unreasonable**.
- 4. Negotiate** with the landlord. Seek clarification on conditions that appear unreasonable or a refusal that appears unlawful.
- 5. If you want to challenge the landlord's response**, contact NSW Fair Trading for assistance and/or apply to the Tribunal for a ruling. Apply within 28 days of the refusal or the imposition of unreasonable conditions. (See more below.)

Can the landlord refuse permission for me to have a pet?

The landlord/agent can only refuse consent for you to keep a pet using one of the **permitted reasons** ('permitted grounds') under the *Residential Tenancies Act*. They must include the reasons in Part B of their response to your request, **within 21 days** of receiving your Pet Application Form.

Permitted reasons for refusing to give consent

1. if the landlord **resides at the premises**;
2. if the premises are '**unsuitable**' because either:
 - a. the **fencing** is not appropriate (however if the landlord has not kept the fencing in a reasonable state of repair, they cannot use this reason to refuse consent), or
 - b. there is insufficient **open space** (which includes accessible

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common areas) for the animal to urinate or defecate or to receive exercise, or

- c. the nature of the premises means that the animal cannot be kept at the premises **humanely**;

Note: The landlord cannot refuse consent on the basis of the premises being 'unsuitable' if the animal will be kept primarily within an enclosure on the premises or if the animal will be kept primarily inside the premises and will be under effective control of a person if taken outside.

3. if the total number of animals being kept at the premises would be **too many** (the landlord **cannot** use this reason if the number of animals will be **4 or less**);
4. if it is **highly probable** that the keeping of the animal will **cause damage** that would cost **more than the bond** to reasonably repair;
5. if keeping the animal would **breach** an Act, or law, or a local Council order, or a by-law of the Strata scheme, or a community rule of the residential community; or
6. if the tenant has not agreed to a **reasonable condition** proposed by the landlord (see below: 'Can the landlord impose conditions on me having a pet?').

The reasons above are the only permitted reasons for refusing to give consent. The landlord may still agree to you keeping a pet, even if one of the above reasons could apply. For example the landlord may agree to you keeping more than four pets, (e.g. in a rural property with acreage). It is important to take account of the context and specific circumstances of the case.

If the landlord/agent has refused your written request to keep a pet and you believe that they have not used a permitted ground, or have used it incorrectly, see below: 'How do I challenge the landlord's response to my pet application?'

Can the landlord impose conditions on me having a pet?

The landlord/agent can only impose conditions that are '**reasonable**.' They cannot set unreasonable conditions.

Unreasonable conditions include:

- increasing the rent or the bond;
- requiring another type of bond or security on top of your original bond – it is not lawful to demand a 'pet bond';
- requiring you to only use a specified person or business to carry out professional cleaning or fumigation.

'Reasonable' conditions could include:

- requiring professional **carpet cleaning** at the end of the tenancy if the animal will live indoors – but this is only reasonable if appropriate for the type of animal, e.g. it would not be appropriate if the pet is a fish;
- requiring professional **fumigation** at the end of the

tenancy – but only if the animal is a mammal;

- requiring that the animal is not allowed to be kept **indoors** – but this is only reasonable if the animal is a type not usually kept indoors, such as a horse, chicken, goat, or other livestock.

If the landlord has imposed conditions that you believe are unreasonable, see below 'How do I challenge the landlord's response to my pet application?'

How do I challenge the landlord's response to my pet application?

If you are not happy with the landlord's response in the [Pet Application Form](#), you should start by **negotiating**. You can ask for clarification about conditions that appear unreasonable or a refusal that you believe to be unlawful. You may be able to reach an agreement with the landlord. You may be able to negotiate about required repairs, or minor property modifications.

See also [Tips: Negotiating with the landlord](#), [Factsheet: Repairs and Maintenance](#), and [Property modifications](#).

Taking action in the Tribunal

You generally have **28 days** from receiving the landlord's response (in Part B of the Form) to challenge it in the NSW Civil and Administrative Tribunal (NCAT). Make sure you have all your **evidence**, including your communications with the landlord about the request. The Tribunal makes decisions based on the application of law to the evidence. If you are going to the Tribunal, it is a good idea to get advice from your [local Tenants Advice and Advocacy Service](#).

See also [Factsheet: NSW Civil and Administrative Tribunal](#).

What do I need to know about renting with pets?

Congratulations, it's wonderful to have a pet as part of the family! After you have received the landlord's consent to keep a pet, there are some things to keep in mind when renting with pets.

First and foremost, as a pet owner, you have a responsibility for the **welfare of your pet**. There are **Local Council obligations** that apply equally to home-owners and renters. For more, see your Local Council website and [RSPCA NSW](#).

As a tenant, you have responsibilities under your residential tenancy agreement. It is important **not to breach the agreement**. A breach could lead to the landlord/agent sending you a termination notice or taking action to evict you.

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 repeatedly running at a neighbour, or breaking into their yard, can also count as a breach of your agreement. Make sure your home is safe and appropriate for your pet, including reporting any necessary repairs to fences or gates, so as to avoid these issues.

Access by the landlord/agent

The landlord/agent can access the premises in **certain limited circumstances**. See [Factsheet: Privacy and Access](#). 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 through which the dog escapes, they may be liable for compensation to you.

Damage to the property

All tenants have a responsibility to **not intentionally or negligently cause damage** to the property, and to return the property in a similar condition as at the beginning of the tenancy, apart from **fair wear and tear**.

If your pet causes damage to the property, for example 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** (meaning that the landlord must take reasonable steps to reduce/avoid losses) and **fair wear and tear**. See [Factsheet: Repairs and Maintenance](#) and [Factsheet: Bond](#).

Cleaning at the end of tenancy

The landlord may impose conditions on cleaning and fumigation at the end of the tenancy as part of the permission to keep a pet. These conditions must be **reasonable and appropriate**. For example, it would not be appropriate to ask you to have carpets professionally cleaned if the animal you kept is a fish in a small tank.

(Usually, these sorts of additional terms requiring you to have the premises professionally cleaned or fumigated when you move out are not permitted in the tenancy agreement, but there is an exception where you have been permitted to keep

an animal on the premises.)

Lasting permission

The landlord's consent for you to keep a pet, once given or agreed to with conditions, or consent given by the Tribunal, **will remain in force for the tenant for the lifetime of the animal at the same rental property**. This is the case despite any change to the landlord, or agent, or tenancy agreement.

Strata

Strata by-laws that try to impose a **blanket ban** on animals are invalid. However, strata schemes may have other by-laws about the keeping of animals. A by-law can only prohibit pets where the keeping of an animal would unreasonably interfere or impact on other occupants. The [Strata Schemes Management Regulation](#) specifies the range of circumstances that are considered 'unreasonable interference'.

The landlord or agent must provide you with the by-laws for the building within 7 days of moving in.

See also [Factsheet: Strata scheme tenants](#).

More info

- Factsheets: [Starting a tenancy](#), [Bond](#), [Repairs and maintenance](#), [NSW Civil & Administrative Tribunal](#), [Property modifications for older tenants](#)
- Tips: [Negotiating with the landlord](#)
- [New Renters Kit](#)
- Make Renting Fair: [Casey's story](#)
- NSW government: [Tenants keeping a pet in a rental property](#), [Form to apply to keep a pet in a rental property](#)
- [RSPCA NSW](#)
- Australian Human Rights Commission (2016) '[Assistance animals and the Disability Discrimination Act](#)'

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For free advice, call your local Tenants Advice & Advocacy Service:

SYDNEY:

• Eastern	9386 9147
• Inner	9698 5975
• Inner West	9559 2899
• Northern	9559 2899
• Southern	9787 4679
• South West	4628 1678
• Western	8833 0933

REGIONAL:

• Blue Mountains	4704 0201
• Central Coast	4353 5515
• Hunter	4969 7666
• Illawarra Sth Coast	4276 1939
• Mid Coast	6583 9866
• Northern Rivers	6621 1022
• Northwest NSW	1800 836 268
• Southwest NSW	1300 483 786

ABORIGINAL:

• Sydney	9833 3314
• West NSW	6881 5700
• South NSW	1800 672 185
• North NSW	1800 248 913

WEB: tenants.org.au

NSW FAIR TRADING: 13 32 20

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