

# Renting with pets in NSW

***As a tenant in New South Wales you have rights under the Residential Tenancies Act 2010 and Residential Tenancies Regulation 2019. This infosheet looks at the legal situation for renters in NSW and answers 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. If you have further questions about your rights as a renter, contact your local Tenants' Advice & Advocacy Service.***

## Can I keep a pet?

There is no term in the *Residential Tenancies Act 2010* 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** (i.e. your lease), 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 the Tribunal.

The standard form of the residential tenancy agreement issued by NSW Fair Trading includes additional terms which require you to have your landlord's 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.

## Strata

In August 2021, new regulations relating to keeping of animals and by-laws came into effect for strata laws. Strata schemes may have a by-law 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 [<https://legislation.nsw.gov.au/view/html/inforce/current/sl-2016-0501#sec.36A>] specifies the range of circumstances that are considered 'unreasonable interference'. Blanket up-front bans on animals are not able to be imposed. The landlord or agent must provide you with the by-laws for the building within 7 days of moving in.

See also [Factsheet 13: Strata scheme tenants](#).

## 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. Make sure your home is appropriate for your pet, including reporting any necessary repairs to fences or gates, so as to 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' and 'fair wear and tear'. See [Factsheet 6: Repairs & Maintenance](#) and [Factsheet 3: Bond](#).

## Access by the landlord/agent

Your landlord has the right to access the premises without your consent and without you being there **only in very limited circumstances**. See [Factsheet 8: 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 which the dog escapes through, they may be liable for compensation to you.

## Cleaning at the end of premises

Additional terms in the residential tenancy agreement 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.** It is not enough that you simply kept an animal – there must be some uncleanliness or infestation as a result. For instance, your landlord cannot require you to fumigate the premises if you kept a goldfish. We are aware of agents claiming cleaning costs without providing evidence of the need to carry out cleaning. To ensure you receive your bond back, see *Factsheet 3: Bond*.

## 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 Anti-Discrimination NSW, or the Australian Human Rights Commission. See also *Factsheet 17: Discrimination*.

## More info

### RSPCA NSW – Renting with Pets

<https://www.rspcansw.org.au/what-we-do/care-for-animals/owning-a-pet/pets-and-rental-properties/>

### NSW Fair Trading NSW – By-laws in your strata scheme

<https://www.fairtrading.nsw.gov.au/housing-and-property/strata-and-community-living/strata-schemes/by-laws-in-your-strata-scheme>

### Anti-Discrimination NSW

<https://antidiscrimination.nsw.gov.au/>

### Australian Human Rights Commission – Assistance animals and the Disability Discrimination Act

<https://humanrights.gov.au/our-work/disability-rights/projects/assistance-animals-and-disability-discrimination-act-1992-cth>

### Tenants' Union policy recommendation for reform in relation to pets in rentals

<https://www.tenants.org.au/tu/greater-freedom-choice-about-pets-and-household-members>

### Tenants' Union blog – Fairer pets laws leaving NSW behind

<https://www.tenants.org.au/blog/fairer-pets-laws-leaving-nsw-behind>

### Tenants' Union blog – Pets and strata – a win! But it's only the first step

<https://www.tenants.org.au/blog/pets-and-strata-win-its-only-first-step>

*Infosheet updated September 2021*

**For free tenancy advice, call your local Tenants Advice and 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	4274 3475
• 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

**WEBSITE:** [tenants.org.au](https://www.tenants.org.au)

**NSW FAIR TRADING:** 13 32 20

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