Renting with pets

Rights and responsibilities

Tenants applying to keep a pet in a rental premises can no longer have their application refused unless the refusal is based on a ground listed in the *Residential Tenancies Act 1995* (the Act).

A landlord or agent can't state 'no pets allowed' – unless pets are specifically prohibited in the property's strata, community title, rooming house or residential park rules – and a separate pet bond can't be charged.

But a landlord can impose reasonable conditions having regard to the type of pet and nature of the premises.

Note: strata or community title premises, rooming houses and residential parks are governed by their own by-laws or rules which occupants will be required to follow.

Tenants with pets in rental premises approved by their landlord prior to 1 July 2024 are encouraged to send the new application form to their landlord to get formal pet approval under the new pet laws. Formal approval will ensure tenants have all protections provided under the new laws. This is particularly important for those who do not have a current written agreement with their landlord relating to the pet.

Tenants wanting to keep a pet on a rental premises

During, or when applying for, a residential tenancy, a tenant can seek approval to keep a pet at the rental premises by completing an Application for approval to keep a pet on rental premises form and sending it to the landlord. The tenant may like to include the pet's details as suggested in our pet resume example.

A tenant must seek prior approval from the landlord to keep a pet. It is a potential ground for termination if a pet, other than an exempt pet, is kept at the rental premises without the landlord's approval.

Keep in mind that local council laws may limit the number or types of animals that can be kept at the premises.

Government of South Australia
Consumer and Business Services

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Tenant obligations

If granted approval to keep a pet on a rental premises the tenant will be:

- responsible for any nuisance or interference with the reasonable peace, comfort or privacy of others who reside in the immediate vicinity
- responsible for keeping the premises and ancillary property (meaning associated property provided by the landlord) in a reasonable state of cleanliness and must replace or compensate the landlord for the reasonable cost of replacing any associated property lost or destroyed while in the care of a tenant
- required to notify the landlord of damage to the premises or associated property
- required to give the premises and associated property back to the landlord in reasonable condition at the end of the tenancy
- liable for compensation to the landlord if they reasonably incur costs and expenses as a direct consequence of a tenant being at fault in connection with the residential tenancy agreement.

A landlord can, by giving written notice to the tenant, impose, revoke or vary a condition of approval at any time.

Landlords receiving an application from a tenant

A tenant's application to keep a pet will be submitted to the landlord/agent using the Application for approval to keep a pet on rental premises form, stating the type and details of the pet they are applying to keep in the rental premises for the landlord's consideration. **The landlord must respond in writing to the request within 14 days of receiving it.**

A Notice of response to pet application form contains a response section to help landlords structure a compliant response.

The response must include these key pieces of information:

- whether the landlord approves or refuses the tenant's application
- if there are conditions for approval, clearly stated reasonable conditions
- if refusing the application, the grounds for refusal and the reasons that the grounds for refusal apply to the application.

Important: If the landlord doesn't respond to the request in writing within 14 days, or if the response doesn't comply with legal requirements (providing approved reasons for the refusal or reasons for the conditions of approval) the tenant's request will be taken as approved.

Reasonable conditions of approval

A landlord can provide unconditional approval. Alternatively, the landlord can impose reasonable conditions based on the type of pet and nature of the premises which include requiring:

- the pet to be kept outside of the rental premises, if the pet is not a type of pet ordinarily kept inside
- the pet to be effectively restrained while a landlord or agent is entering or is at the premises

- carpets to be cleaned to a professional standard at the end of the tenancy if the pet is allowed inside the premises.

Unreasonable conditions of approval

Conditional approval should relate only to the tenant keeping the pet and their suitability for the environment they will be kept in.

Conditions that contravene other rights and responsibilities or constitute an offence as outlined in the Act aren't permitted. A landlord can't ask the tenant to:

- agree to buy goods or services from you, a specific person or business
- pay you an incentive
- pay penalties or a pre-agreed amount for damages
- pay a higher rent or rental bond
- provide any form of security.

If landlord refuses an application and provides a reason

Under the Act, a landlord can only refuse a tenant's request to keep a pet at the rental premises based on any of the following grounds:

- Keeping the pet would exceed a reasonable number of animals being kept on the premises.
- The premises are unsuitable for keeping the pet because of a lack of appropriate fencing, open space or another item necessary to humanely accommodate the pet.
- Keeping the pet would pose an unacceptable risk to the health and safety of a person, including, for example, because the pet is venomous.
- Keeping the pet would contravene a law, a by-law (that is by local council) or rule applying to the premises.
- The tenant has not agreed to the reasonable conditions proposed by the landlord for approval to keep the pet.
- The animal stated in the request is not a pet.
- If the premises is a moveable dwelling, and keeping the pet would contravene a condition of a licence applying to the premises.

Frequently asked questions

What is an exempt pet?

A tenant can keep an assistance animal or therapeutic animal at the rental premises without the landlord's approval. Special circumstances exist under the *Equal Opportunity Act 1984* to accommodate this.

Further advice on this can be obtained from the Office of the Commissioner for Equal Opportunity on 7322 7070 and the Australian Human Rights Commission on 1300 656 419.

If a tenancy agreement is being renewed or extended – will the tenant need the landlord's approval again to keep the same pet?

The landlord's approval to keep the pet at the rental premises continues for the life of the approved pet – the approval for the stated pet is not affected by the end date of the agreement when the approval was given or a change of landlord.

Can a new pet replace a previously approved one?

No, the previous approval applies only to the specific pet(s) described in the agreement and no other pet(s) may be substituted. A new application will be required.

Can the reasonable conditions change?

A landlord may, by notice in writing to the tenant, impose, vary or revoke a condition of an approval given (or taken to be given) at any time.

Can a pet's approval be withdrawn?

A landlord cannot revoke approval unless they have consent from the tenant to amend the terms of the residential tenancy agreement or an order from the South Australian Civil and Administrative Tribunal (SACAT). If the reasonable conditions are believed to have been breached a landlord may wish to seek advice about their options.

What if a tenant believes their application has been unreasonably refused or varied?

The tenant can apply to the South Australian Civil and Administrative Tribunal (SACAT).

SACAT may:

- confirm the refusal if satisfied it is reasonable
- vary or revoking a condition of approval
- permit a pet to be kept on the premises
- make additional orders if SACAT considers them appropriate.

More information

For further details:

- see rights and obligations in the Tenant Information Guide www.cbs.sa.gov.au/tenantinfoguide
- visit www.sa.gov.au/renting or contact Consumer and Business Services on 131 882 or www.cbs.sa.gov.au
- call the Legal Services Commission on 1300 366 424 or see the strata titles legal guide for further details about strata and community titles.

The information provided in this fact sheet is of a general nature only and should not be regarded as a substitute for legal advice and/or reference to the appropriate residential tenancies legislation.