Notice of response to pet application

Residential Tenancies Act 1995 - Section 66C(4)

The landlord/agent's response to an application to keep a pet on the premises requires certain information. This template helps guide a compliant response. Landlords/agents can only refuse the application for a pet based on the grounds as listed in the legislation and can outline reasonable conditions for the approval. See the Renting with pets fact sheet.

Date

Tenant address/email address

Address:	Email:

Dear

I received your application to keep a pet at on

☐ **I APPROVE your application to keep the stated pet** with NO conditions.

OR

☐ **I APPROVE your application to keep the stated pet** subject to the reasonable conditions outlined below.

Condition	Reason

☐ **I DO NOT APPROVE your application to keep the stated pet** because:

(*Please tick the applicable ground for rejecting the pet application from the list below*)

- ☐ keeping the pet would exceed a reasonable number of animals being kept on the premises
- ☐ the premises are unsuitable for keeping the pet due to 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 (please provide details of the relevant law in the box below)
- ☐ keeping the pet would contravene a by-law or rule applying to the premises (please provide details of the relevant by-law or rule in the box below)
- ☐ the tenant has not agreed to the reasonable conditions proposed by the landlord for approval to keep the pet, provided that the conditions are deemed reasonable and in accordance with the sections 66C(8) to (10) of the *Residential Tenancies Act 1995*
- ☐ the animal stated in the application is not a pet
- ☐ keeping the pet would contravene a condition of a licence applying to the premises (moveable dwelling premises only).

It is mandatory to provide the tenant with the reason why you are rejecting the pet application. In the box below, please provide your reasoning based on the ground you selected above. If you need more space for your response, you can increase the size of the box or provide more information on a separate page.

Government of South Australia
Consumer and Business Services

July 2024

If you have more detail about the stated pet that you can share for further consideration, please send it through, or contact me via details below.

Landlord/agent name	Contact details	Signature	**Date**
	Phone: Email:		

Important: Landlord's/agent's approval, refusal, and conditions for keeping pets at premises

The landlord, or agent acting on behalf of the landlord, must respond to the tenant's application within 14 days of receiving it.

The response must be in writing and state the following:

- whether the landlord/agent approves or refuses the tenant's application; and
- if the landlord/agent approves the tenant's application subject to conditions, stating the conditions of the approval; or
- if the landlord/agent refuses the tenant's application, stating the grounds for refusal and the reasons why they believe the grounds for refusal apply to the application.

The landlord/agent is taken to approve the keeping of the pet at the premises if:

- they do not respond to the application within 14 days after receiving the application; or
- the landlord/agent's response does not comply with the requirements for a written notice pursuant to section 66C(4) of the *Residential Tenancies Act 1995* (for example, fails to state grounds for refusal of the application and the reasons that those grounds apply to the application, or if the written notice fails to list the conditions of an approval that is granted subject to conditions).

Important: Stating that 'no pets are allowed', or that the tenant having a pet is not your preference, are not grounds to refuse a pet application and will not be a compliant response.

The only grounds to refuse a pet application are those listed on this form.

The authorisation to keep the pet at the premises continues for the life of the pet and is not affected by the expiry date of a residential tenancy agreement if the tenant continues occupying the same premises under a new agreement or there is a change in the landlord or agent.

Examples of reasonable conditions for approval of a pet include:

- The pet is to be effectively restrained while a landlord or agent is entering or is at the premises.
- The pet is to be kept outside because the stated pet is not a type of pet ordinarily kept inside.
- The pet can be kept inside, provided the carpets in the premises are cleaned to a professional standard at the end of the tenancy.

A landlord/agent can't ask the tenant to:

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

For further information contact Consumer and Business Services on 131 882, or visit www.sa.gov.au/renting