

Tenancy: Pets

Can I keep my pet?

Whether or not a tenant can keep a pet depends on their tenancy agreement. If the tenancy agreement does not require the lessor's consent to keep a pet, there is no impediment to keeping a pet. If the tenancy agreement requires the lessor's consent to keep a pet, then the tenant may make an application to the lessor for permission to keep a pet.

When the lessor advertises to lease a property that requires their consent for the tenant to keep a pet, this must be declared in the advertisement.

When signing the tenancy agreement, the agreement can include a clause that requires the tenant to obtain the lessor's prior written consent to keep an animal. If the clause is not in the agreement, the tenant may keep a pet.

Can the lessor refuse to let me keep my pet?

If the lessor intends to refuse a tenant's request to keep a pet, the lessor must apply to the ACT Civil and Administrative Tribunal ('ACAT') for permission to refuse within 14 days of receiving the tenant's request.

Grounds for refusal may include that the premises is unsuitable for a pet, public health would be endangered, unreasonable damage would occur, or it would result in financial hardship for the lessor. If the lessor does not apply within 14 days of receiving the tenant's request, they will be taken to have consented.

Can the lessor impose conditions on owning a pet?

If the condition is a reasonable condition about the number of animals that may be kept on the property or the cleaning or maintenance of the property, the lessor does not require ACAT's approval. If the lessor wants to impose other conditions, they must seek prior approval of ACAT.

Tenant's responsibilities

The tenant is responsible for any damage done by their pet to the premises. They are also responsible for caring for the pets in a humane manner and controlling the pet in accordance with ACT laws. The tenant's pet must not infringe on the quiet enjoyment of neighbours, and the tenant must comply with all rules and by-laws of the body corporate if applicable.

Assistance animals

Assistance animals such as guide dogs and hearing dogs are permitted in all ACT dwellings, including those located in body corporate properties. In body corporate flat complexes where pets are generally banned, a tenant may be required to provide documentation proving the need for the assistance animal and details of the qualifications of the animal.

The *Discrimination Act 1991* makes it unlawful for a lessor to discriminate against a tenant who relies on an assistance animal.

What if my pet causes damage?

The tenant is responsible for all repairs or additional maintenance to the property if damage is caused by their pet. If this damage exceeds the bond paid, the tenant is responsible for the excess.

Can I be asked to pay an increased ("pet") bond?

No. The maximum bond amount remains at not more than four weeks of rent payable.

Can the lessor inspect the property more regularly because I have a pet?

No. The existing rules for a lessor to inspect a property still apply.