

# Apply to keep a pet in a rental property

## What's this form for?

- Tenants must use part A of this form to ask for approval to keep pet/s in a rental property.
- The landlord must fill out part B of this form to respond to the tenant's request.

## How to use this form

- Tenants must provide information about the pet/s they want to keep.
- The landlord must respond within 21 days after the tenant gives them this form. If they don't respond, the pet is approved.
- If the landlord approves the pet, they can ask the tenant to agree to reasonable conditions for the pet (section B2).
- If the landlord refuses the pet, they must explain their refusal. They can only refuse for certain reasons (section B3).
- You can complete this form using a PDF reader and add your electronic signature, or you can print it out.
- If there is not enough space anywhere on this form, you can add **attachments**.

## Exceptions

- Tenants **do not** need to submit this form or ask for landlord approval for an assistance animal. Tenants with an assistance animal should notify the landlord of the animal.
- Tenants who have already received consent for their animal **do not** need to submit this form.
- Tenants who live in purpose-built student accommodation **do not** need to use this form.

## Terms used in this form

- **The Act** means the *Residential Tenancies Act 2010*.
  - **Tenant** means a tenant that has entered into a residential tenancy agreement.
  - **Co-tenants** means all tenants listed on the residential tenancy agreement.
  - **Landlord** means a person who grants the right to occupy residential premises.
  - **Rental property** means a rented residential premises under the Act.
  - **Pet** means an animal. It does not include an assistance animal. The type of animal that can be a pet is not limited by the Act.
  - **Assistance animal** means an animal trained or accredited to assist a person with a disability, as in the *Disability Discrimination Act 1992* (Cth).
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## A. Tenant to complete

### 1 Address of the rental property

Postcode:

### 2 Pet details

**Note:** If you do not yet have your pet, complete as much information as possible about the kind of animal/s you intend to keep.

The following information is needed to help your landlord make an informed decision.

|                                       |                              |                            |
|---------------------------------------|------------------------------|----------------------------|
| <input type="checkbox"/> Dog          | Number: <input type="text"/> |                            |
| <input type="checkbox"/> Cat          | Number: <input type="text"/> |                            |
| <input type="checkbox"/> Fish         | Number: <input type="text"/> |                            |
| <input type="checkbox"/> Bird         | Number: <input type="text"/> | Type: <input type="text"/> |
| <input type="checkbox"/> Reptile      | Number: <input type="text"/> | Type: <input type="text"/> |
| <input type="checkbox"/> Small mammal | Number: <input type="text"/> | Type: <input type="text"/> |
| <input type="checkbox"/> Other        | Number: <input type="text"/> | Type: <input type="text"/> |

Microchip number/s for dogs or cats only

Microchip number/s: (If applying for more than one dog or cat, clearly label which animal the microchip number relates to)

OR

☐ I do not have the pet yet / ☐ My pet is exempt

(If exempt, give details below of why the dog or cat is exempt from microchipping. For example, if the animal is medically exempt)

Details:

Description of animal/s – if known:

(Give more details on the type of animal/s and describe any identifying features. For example, fur colour, markings or size, if known. Clearly label each animal)

You may also want to give information explaining why you think your pet/s should be approved. If helpful, you can respond to the questions below:

- How is the rental property suitable for the pet/s? *(For example, size of the property, outdoor areas, gates/fences)*
- Are the pet/s permitted under local council laws? *(For example, consider any local council restrictions limiting the number of animals)*
- Do you have permits or licences for the type of animal, if needed? *(For example, for native reptiles)*
- Will the pet/s be kept inside, outside or in an enclosure? *(For example, hutch, cage or fish tank)*
- Any information regarding the pet/s welfare? *(For example, enrichment activities, daily exercise and care routines)*
- If you already have approved pets, how will they live together?

**(Note: If applying for multiple pets, be clear about which animal/s you are referring to)**

### 3 How application is given to landlord

Method of delivery: ☐ Email ☐ Postal mail ☐ In person

You should keep a record of when the application is sent or given to the landlord or their agent. If sent by post, allow an extra 7 business days for delivery

### 4 Signature/s of the tenant/s

The request to keep a pet must be made jointly by all co-tenants. If there are more than three co-tenants, please include further details in an attachment.

1. Print name:

Signature:

Date:

dd/mm/yyyy

2. Print name:

Signature:

Date:

dd/mm/yyyy

3. Print name:

Signature:

Date:

dd/mm/yyyy

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## 5 Attachments

Have you included any attachments?

(For example, more information, photo of pets, photo of enclosure, medical exemption from microchipping, etc.)

☐ Yes ☐ No

Description of any attachment/s, if applicable:

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## B. Landlord to complete

### 1 Landlord's response to the pet request

**You can only refuse a pet for certain reasons** listed in this section. More information is provided at the end of this form. You or your agent should discuss the request with the tenant/s before making your decision.

You must respond to the tenant's request within 21 days by completing and giving them this form. The 21-day period begins the day after the application is given to you or your agent.

**If no response is provided after 21 days, the request is approved without conditions.**

**Note:** You can approve some animals but not others (for example, approve two dogs, refuse one dog).

I consent to the following animal/s being kept at the rental property: (Please list each animal. Any conditions for the pet/s must be included in **section B2**)

I do not consent to the following animal/s being kept at the rental property: (Please list each animal. The reasons for refusal must be provided in **section B3**)

### 2 Conditions for approval – if applicable

The landlord **cannot** set **unreasonable conditions**, such as (but not limited to):

- Increasing the rent or the bond, or
- Requiring another type of financial security (for example, insurance).

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Conditions should be discussed with the tenant/s before making a decision.

☐ I have discussed the conditions with the tenant/s.

Are there any conditions of consent?: ☐ Yes ☐ No

If yes, please tick the conditions that apply

☐ The carpets must be professionally cleaned at the end of the tenancy (clause 57 of standard form agreement). **Note:** This can only be a condition if the animal will live indoors, and the condition is appropriate for the type of animal and the rental property (for example, keeping a goldfish should not require the tenant to commit to carpet cleaning).

☐ The premises must be professionally fumigated at the end of the tenancy (clause 58 of standard form agreement). **Note:** This can only be a condition if the animal will live indoors and is a mammal.

☐ The animal is not allowed to be indoors (clause 59 of standard form agreement). **Note:** This can only be a condition if the animal is a type not usually kept indoors (for example, chickens, goats or other livestock animals).

☐ Other reasonable condition/s. These conditions must **only** relate to the tenant keeping the animal at the property. You must include any additional conditions in an **attachment**, which:

- clearly explains what the condition is.
- clearly labels which animal/s the condition applies to.

### **3** Reasons for refusal – if applicable

You can only refuse the request for the pet if at least one of the reasons below is applicable.

The below reasons only apply in specific circumstances. You **must** read the 'More information' section on page 7 of this form before completing your response.

☐ I have read the 'More information' section.

You can also visit the [Keeping a pet in a rental property](#) webpage for further guidance.

Reason/s for refusal:

☐ **Unreasonable number of animals:** Keeping the pet would lead to an unreasonable number of animals at the property.

☐ **Fencing:** The fencing at the property is not appropriate for the pet.

☐ **Open space:** The property is not suitable because there is not enough open space.

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- ☐ **Welfare:** The pet could not be kept at the property humanely.
  - ☐ **Damage:** It is highly probable the pet will cause damage exceeding the bond.
  - ☐ **Other laws:** It is against another Act or law (such as local council orders), or strata/community by-laws or rules, to keep the pet in the rental property.
  - ☐ The landlord lives at the rental property.
  - ☐ The tenant did not agree to a reasonable condition for keeping the pet.

If the refusal applies to multiple animals, please explain which reasons apply, and how they apply for each animal:

#### 4 General consent – *Optional*

If the landlord is satisfied with the type of animal/s and number of animals given consent in this form, they can provide an ongoing general consent to have up to the approved amount of this type of animal at the rented property.

- ☐ I give consent for the tenant to replace an existing approved animal with one of the same type, without re-applying.

#### 5 Signature of the landlord

Print name:

Signature:

Date:

dd/mm/yyyy

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## More information

### Factors that must be considered when refusing consent

#### Unreasonable number of animals

- This reason can only be used if there will be **more than four** animals at the property, and the total number of animals would be unreasonable.
- If there are four or less animals, the landlord still can use other reasons that apply. For example, see 'Other laws' below if the number of animals is different to what is allowed by the local council.

#### Fencing

- Fencing can't be used for refusal if:
  - the landlord has not kept the fencing in a reasonable state of repair, or
  - the tenant will keep the animal within an enclosure (for example, a hutch, cage or fish tank), or
  - the tenant will keep the animal indoors, and it will be under the physical control of a person if taken outside.

#### Open space

- Open space includes areas of the common property that the tenant and pet are entitled to access (for example, a garden area).
- There is not enough open space if the animal cannot:
  - defecate and urinate outside unless they can reasonably do so indoors (for example, in a litter box or tank) or off the rental property, or
  - be kept outside, unless the animal can be reasonably be kept indoors, or
  - receive adequate exercise unless the animal can reasonably exercise indoors or off the rental property.
- The open space reason does not apply to animals that are kept within an enclosure, provided there is enough space for the enclosure.

#### Other laws

- Local councils can set limits on the number of animals allowed in a property (for example, no more than two dogs). If the tenant asks for more animals than allowed by the local council, the landlord can refuse using this reason. This applies even if the number is less than four animals.
- Strata by-laws that ban all pets are not valid in NSW and cannot be used to refuse a pet.

## Further information and guidance

For more information about landlord and tenant rights and responsibilities, please visit [nsw.gov.au/renting](https://nsw.gov.au/renting).

If you are a tenant and think the landlord's reason for refusing a pet is not applicable, or a condition they have set is unreasonable, you can contact NSW Fair Trading to discuss the issue. Tenants can also apply to the NSW Civil and Administrative Tribunal for a decision. To learn more about dispute options visit [nsw.gov.au/housing-and-construction/renting-a-place-to-live/resolving-residential-tenancy-disputes](https://nsw.gov.au/housing-and-construction/renting-a-place-to-live/resolving-residential-tenancy-disputes).

For any other complaints or enquiries visit [Housing and property complaints and enquiries | NSW Government](#) or call Fair Trading on 13 32 20.

This form is made under sections 73C and 73D of the [Residential Tenancies Act 2010](#) (the Act).

For other relevant legislation see Part 3, Division 8 of the Act and clause 22A of the [Residential Tenancies Regulation 2019](#).