

# Fact Sheet 14: Pets

This fact sheet is about changes to Victoria's renting laws that have not happened yet. They will be in place from July 2020.

For information on current laws, visit the [Renting section - Consumer Affairs Victoria website](http://consumer.vic.gov.au/renting) <consumer.vic.gov.au/renting>.

The new renting laws mean renters can keep pets at a rental property, with the written permission of the rental provider (landlord). Rental providers can only refuse permission with approval from the Victorian Civil and Administrative Tribunal (VCAT).

## What is a pet?

Under the law, a pet is any animal except for an assistance dog.

## Does a renter need the rental provider's consent to keep a pet?

Yes, renters must seek the rental provider's consent before keeping a pet at a rental property and **must** use the Consumer Affairs Victoria form. Renters can do this by email if they have agreed to electronic communication with the rental provider.

If renters intend to keep a pet on the rental property, it's best to be upfront with rental providers as early as possible.

Before seeking consent, renters should check that the pet they intend to keep complies with council laws and other laws about pet ownership. These laws apply regardless of whether the rental provider has given consent for a pet. For more information, visit the [Pets section – Department of Jobs, Precincts and Regions website](http://agriculture.vic.gov.au/pets) <agriculture.vic.gov.au/pets>.

## What about renters who already have pets?

The new pet laws do not apply to pets that were already present in the rental property before the new laws commenced. After the new laws commence, renters must request consent to bring a new pet into the property.

## What can a rental provider do if they wish to check a property where a pet is being kept?

Rental providers can conduct regular property inspections, no more than once every six months, to check the property is being kept reasonably clean.

## Can a rental provider refuse to give consent?

A rental provider cannot unreasonably refuse consent to a renter keeping a pet. If a rental provider wants to refuse, they have 14 days to apply for a VCAT order. VCAT may order that, either:

- the rental provider's refusal is reasonable and/or the pet is excluded from the property, or
- the renter can keep the pet on the rental property.

If the rental provider does not apply to VCAT within 14 days of receiving the written request, consent is taken to have been granted for the renter to keep a pet on the property.

## What reasonable grounds will VCAT consider?

Before arriving at a decision, VCAT may consider at least the following factors:

- the type of pet the renter wants to keep, or is keeping, on the property

- the character and nature of the property itself, including appliances, fixtures and fittings on the property
- whether refusing consent to keep the pet on the property is allowed under any Act.

### **What if the renter brings in a pet without the rental provider's consent?**

If the rental provider believes that the renter is keeping a pet without their consent, they may apply to VCAT for an order to exclude the pet from the property. This only applies if the pet was brought into the property after the new laws commenced (see 'What about renters who already have pets?', above).

### **What happens if the renter's pet damages the rental property?**

The renter must repair any pet-related damage to the property that goes beyond 'fair wear and tear'. VCAT can adjudicate disputes about repairs.

### **Can the renter be asked to pay a pet bond?**

No.

### **Rooming houses, caravan parks and residential parks**

The law has not changed and these requirements do not apply to rooming houses, caravan parks and residential parks.

## **Case studies – pets in rental properties**

#### **Renter with pre-existing pets**

Vani has lived in a rented unit since mid-2019. She adopted a cat shortly after moving in.

Because Vani already had her cat before the new laws commenced, she does not need to request her landlord's consent to keep it. However, if she moves to another rental property, she will need to request consent.

#### **Renter bringing in a new pet**

Tomas and his dog have lived in a rental property since moving to Melbourne in 2018. As Tomas has started working long hours, he is considering getting another dog to keep the first one company. If he wants to bring in the second dog after the new laws commence, he must request his landlord's consent.

#### **Renter with no pets planning to get a pet**

Grace and her children have lived in the same rented house for a number of years.

After the new laws commence, Grace decides she wants to keep some chickens in the back yard. She checks that this is allowed under local government laws. She must also request her landlord's consent, using a separate form for each chicken she wants to keep. Her landlord can only refuse consent if VCAT makes an order that this is reasonable.