

Keeping Pets in a Rental Property

The legislation

Sections 65A and 65B of the *Residential Tenancies Legislation Amendment Act 2020*, commencing on 1 January 2021, give tenants the ability to keep a pet at their rental premises, if after 14 days of notifying the landlord in writing of their intention to welcome the proposed pet into their family, the landlord has not objected in writing and made an application to the Northern Territory Civil and Administrative Tribunal (NTCAT).

Previously, keeping a pet was at the discretion of the landlord and subject to the terms and conditions of the lease agreement.

What kind of pet can be kept at the premises?

A tenant may keep any type of pet at the premises as long as the pet is not considered restricted or prohibited and is reasonable, taking into account the character and nature of the premises including the appliances, fixtures and fittings on the premises.

For context, it may not be reasonable to keep two full size Great Danes in a small high end studio apartment with delicate furniture.

An example of a prohibited or restricted pet may be one such as an exotic species of fish listed as a prohibited import or native animals for which there is no license or permit.

When can a new pet be taken home?

A new pet is not permitted at the rental premises before or during the 14 day notice period given to the landlord regarding the proposed pet, *unless* the matter has been heard by NTCAT in that time frame and the landlord's objection has been found to be unreasonable.

Are there any exceptions?

There are some exceptions in relation to keeping pets in rental premises. Apartment and unit complexes where the Body Corporate rules and regulations specifically prohibit pets are not subject to the legislation. Other laws and by-laws may also restrict the number or type of animals you may keep as pets. For example the City of Darwin only allows two dogs and/or two cats; no more than four animals on the property. Check your local council by-laws before making a decision.

Rental agreements entered into prior to 1 January 2021 are also not subject to the legislation.

Similarly, pets must not be kept on the premises where NTCAT has determined that the landlord's objection is reasonable.

What should a tenant do before getting a pet?

It is important for tenants to think about the type of proposed pet and whether it is suited to their rental premises and/or their individual lifestyle. Things for tenants to consider when choosing a pet are the size of the pet especially at maturity, the nature of the pet, the life span of the pet, affordability and their ability to provide them with the love, care and time they require.

Once a tenant has chosen a suitable pet, they must notify the landlord in writing describing the proposed pet and wait the 14 day period for a response. If the landlord agrees in writing with a tenant's proposal for a new pet, they can bring them home!

If the landlord does not agree, tenants will need to wait to see if an application is lodged with NTCAT within the 14 day period. No pets can be brought home to the rental premises until such time as NTCAT has determined whether it is reasonable for a pet to be kept at the premises or not.

What do landlords need to do if they get notice from a tenant proposing a pet?

Upon receiving a notice from a tenant regarding a proposal for a pet, a landlord must decide whether to allow the tenant to have a pet on the premises, giving consideration to the type of pet and whether it is suited to the nature of the premises and to the appliances, fixtures and fittings on the premises.

If a landlord agrees for a tenant to keep a pet on the premises, they should notify the tenant in writing.

If a landlord does not agree for a tenant to keep a pet on the premises, they must within 14 days of receiving a tenants written proposal for a new pet, give the tenant written notice of the objection and the reason for the objection *and* must within those 14 days make an application to NTCAT under section 65B of the Act.

If a landlord does not make an application to NTCAT within 14 days of receiving the tenant's written notice proposing a pet, the tenant may keep the proposed pet on the premises.

What happens at the Tribunal (NTCAT)?

A hearing will be conducted by a tribunal member who will determine if the landlord has reasonably or unreasonably objected to the tenant keeping the proposed pet, taking into account the character and nature of the premises, appliances, fixtures and fittings. An order will then be made as to whether the tenant may or may not keep the proposed pet on the premises.

Are pet bonds allowed?

No, pet bonds are not permitted under the *Residential Tenancies Act 1999*.

What if the pet causes damage to the premises?

Tenants will be responsible for any damage caused to the premises by their pets. On cessation of the tenancy, the premises must be left reasonably clean and in a similar condition to the commencement of the tenancy. The landlord may withhold the security deposit to pay for any cleaning or damage caused to the property.