

DOMESTIC ANIMALS AND THE AUSTRALIAN CONSUMER LAW

If you are in Victoria and have bought an animal who was unwell at the time of purchase, or the animal becomes unwell because of the way in which she or he was bred, you can seek compensation from the breeder or seller under the Australian Consumer Law (ACL).

STEP ONE: CONTACT THE BREEDER OR SELLER

You should try to resolve the dispute early by contacting the breeder or seller. If they are unresponsive you should follow up with a formal letter of demand.

Find our fact sheet on writing a letter of demand on the ADO's website.

STEP TWO: MAKE A CLAIM

If you can't get the breeder or seller to agree to compensate you, the next step is to issue a claim in your local court or tribunal.

WHERE DO I MAKE THE CLAIM?

In Victoria, the Victorian Civil and Administrative Tribunal (VCAT) hears disputes between consumers and traders if both are registered or resident in the state.

Where the buyer is in Victoria and the breeder or seller is interstate, the claim must be issued in the federal jurisdiction of the Magistrates' Court. The fee for an application to the Magistrates' Court will be the same as the fee for an application to VCAT.

Other states and territories have equivalent administrative tribunals and local courts.

WHO CAN I CLAIM AGAINST?

You can make a consumer claim:

- against a supplier or a manufacturer for breach of consumer guarantees; and
- against a supplier for misleading or deceptive conduct

The supplier of a domestic animal is the seller, the manufacturer is the breeder.

WHAT CAN I CLAIM?

You can claim any loss and damage already incurred and any reasonably foreseeable future loss and damage.

Reasonably foreseeable losses can extend to expenses incurred or expected to be incurred for surgery, ongoing medication, and dietary needs.

Usually a claim will include compensation for vet bills:

- even where the veterinary costs far exceed the cost of the animal, and
- even when veterinary treatment has been unsuccessful.

Any standard treatments during the life of the animal that are not related to the existing health problem (e.g. routine vaccinations, desexing etc.) are not claimable.

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TIME LIMITS

A consumer claim against a supplier must be commenced **within six years** of the date of becoming aware of the fault or damage.

A claim for breach of consumer guarantees against a manufacturer who is not also a supplier must be commenced **within three years** of becoming aware of the fault or damage.

Generally, the time limit would be counted from the date of diagnosis of the disease, illness or hereditary disorder.

EVIDENCE

To see what evidence you will need to make a claim, refer to our fact sheet [here](#).

WHAT ARE MY RIGHTS?

CONSUMER GUARANTEES

Consumer guarantees are rights that consumers automatically have when they purchase goods or services in Australia.

To be protected by consumer guarantees, you must:

1. be a **consumer** (the buyer);
2. who purchased a **good** (the animal);
3. that was sold in **trade or commerce** (sold for business purposes).

Animals such as a puppy, a kitten, or other domestic animals are classified as 'goods' under the consumer law.

If you satisfy these requirements, you have rights under the ACL, called consumer guarantees. The animal you buy must be:

1. Of **acceptable quality** (bearing in mind the type of good and its cost);
2. **Fit for purpose** (as made known to the seller at the time of purchase); and
3. **Match the description** given by the seller.

A seller cannot exclude themselves from the consumer guarantees, even if you sign a contract which says those guarantees don't apply.

You may be able to claim compensation if the seller has breached the consumer guarantees and you can establish:

1. you are a **consumer** under the ACL;

A person is a consumer if they purchased a good of a kind that is ordinarily used for 'personal, domestic or household use or consumption'; or if the good cost less than \$100,000. An animal would generally qualify as a consumer good.

2. the animal was supplied **in trade or commerce** by the supplier/manufacturer;

If the seller is selling the animal as part of a business, the sale is likely to be in trade or commerce.

3. the seller **did not meet the consumer guarantees** in relation to the animal; and

For example, if the animal had an undisclosed medical condition at the time of sale, it may not be of acceptable quality.

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4. you suffered a **reasonably foreseeable loss**.

For example, if the animal had an undisclosed medical condition, it is reasonably foreseeable that the consumer would incur vet bills and other costs to treat the condition.

MISLEADING OR DECEPTIVE CONDUCT

Misleading or deceptive conduct refers to the actions and statements in trade or commerce of the supplier, such as in advertisements, promotions, statements or any representations regarding the goods they are selling.

The ACL prohibits a person from engaging in conduct in trade or commerce that is 'misleading or deceptive' or 'likely to mislead or deceive'.

You can claim compensation if a supplier has engaged in misleading or deceptive conduct and you can establish:

1. you are a **consumer** under the ACL;

A person is a consumer if they purchased a good of a kind that is ordinarily used for 'personal, domestic or household use or consumption'; or if the good cost less than \$100,000. An animal would generally qualify as a consumer good.

2. the seller's conduct was in **'trade or commerce'**;

If the seller is selling the animal for business purposes, this is likely to constitute trade or commerce.

3. the seller's conduct was, in all the circumstances, **misleading or deceptive**;

This could include representations that the seller made that the animal had been vet checked and that the animal was healthy, but later you discover that the animal had health issues which were known to the seller but which the seller did not mention prior to your purchase.

4. you **relied** on the conduct; and

For example, if you purchased the animal because you relied on the information the breeder/seller gave you that the animal was healthy and did not have any underlying health issues.

5. as a result of your reliance on the conduct, you **suffered a reasonably foreseeable loss**.

For example, if the animal had an undisclosed medical condition, it is reasonably foreseeable that the consumer would incur vet bills and other costs to treat the condition.

Unlike with consumer guarantees, it may be possible for suppliers to exclude themselves from liability for misleading or deceptive conduct.



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The Animal Law Institute ran an Anti-Puppy Farm Legal Clinic to provide free legal services to eligible Victorian residents until 31 December 2025.

The Animal Defenders Office acknowledges the enormous contribution of the Animal Law Institute to the practice of animal law in Australia.

If you are unsure of your rights and how to move forward, contact a community legal centre or private lawyer to discuss your situation.

This factsheet provides general information only. It is not specific to individual circumstances and is not intended as legal advice. You should speak with a lawyer about your own situation before taking any legal action.