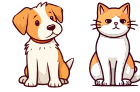


RENTING WITH PETS

Under new tenancy laws in NSW



Animal Defenders
Office

Using the law to protect animals

May 2025

This fact sheet is for general information purposes and is not legal advice. It provides a brief overview only of this area of the law. If you require legal advice relating to your particular circumstances you should contact the ADO or your solicitor.

Pets, or companion animals,¹ provide irreplaceable psychological and emotional support to many Australians. Recognition of the bond between pet and keeper in tenancy legislation is crucial, especially considering the rise in renters over the past few decades.²

On 19 May 2025 new rental laws dealing specifically with pets commenced in NSW. Historically in NSW, residential tenancy laws did not mention pets and landlords could refuse a request to keep an animal at the rental premises without providing any reasons to the tenant.

The changes to the *Residential Tenancies Act 2010* (NSW) (“the Act”) have been described as a ‘momentous occasion for NSW renters’.³ But will it make much difference to NSW renters with pets? To answer that question, this fact sheet analyses the changes.

Will a tenant need landlord consent to keep a pet?

Yes, the new laws allow tenants to keep ‘an animal at the residential premises’ but **only** with the landlord’s consent.⁴ Tenants must apply using the ‘Form to apply to keep a pet in a rental property’. If the landlord refuses, or imposes unreasonable conditions on their consent, tenants will have to apply to the Tribunal to seek a different outcome.⁵

This model differs from the best practice approach in other jurisdictions such as Victoria and the ACT and NT, where tenants only need to notify their landlord (rather than seek consent) about keeping a pet, and it is up to the landlord to apply to a tribunal to stop them.

On what basis can a landlord refuse consent?

The new laws specify reasons for which a landlord may refuse consent.⁷ The permitted reasons are set out in the table over the page. If a landlord refuses a tenant’s application to keep a pet at the property on one of these reasons, then it is up to the tenant to apply to the Tribunal on the grounds that the reasons for the landlord’s refusal are not applicable (the Act, s 73G).



How long do landlords have to respond to applications?

Landlords have 21 days to respond in writing to a tenant’s application to keep one or more animals at the property (the Act, s 73D). The ADO believes this timeframe is too long to leave animals and their keepers in limbo, given that animals may require accommodation, feeding, and other forms of care during this time. Other jurisdictions impose a 14-day limit,⁶ which is more appropriate and more fairly balances the interests of renters, animals, and landlords.

What conditions can be placed on keeping animals?

The new laws specify what consent conditions are considered ‘reasonable’ and ‘unreasonable’.

Reasonable conditions include having premises professionally fumigated and/or carpets professionally cleaned for certain animals.

Unreasonable conditions include increasing the rent or the rental bond, or requiring a form of security. Unreasonable conditions will be void and have no effect.



[1] ‘Pet’ and ‘companion animal’ mean the same thing ie an animal a person keeps for companionship.

[2] In 2021 nearly a third of all Australian households (31%) were renters: Australian Institute of Health and Welfare (2024), <https://tinyurl.com/5n6dp75f>.

[3] <https://www.tenants.org.au/resource/law-change>.

[4] The Act s 73B. Assistance animals are exempt from this requirement.

[5] NSW Civil and Administrative Tribunal, or ‘NCAT’: <https://ncat.nsw.gov.au/>.

[6] See for example the *Residential Tenancies Act 1997* (Vic) s 71C(2).

[7] The list of reasons is not exhaustive and will be able to be expanded by the regulations.

Reasons a landlord can refuse consent

Comments...

Keeping the animal at the rental premises would result in an unreasonable number of animals at the premises

‘Unreasonable’ is regarded as being more than 4 animals at the premises (*Residential Tenancies Regulation 2019* (NSW), reg 22A(1))

The premises are unsuitable for keeping the animal because of inappropriate fencing

A landlord cannot use this as a reason if the landlord has not kept the fencing in a reasonable state of repair, or if the animal will be kept primarily in an enclosure or inside the house (reg 22A(2))

Keeping the animal at the residential premises is likely to cause damage that would cost more in reasonable repairs than the amount of the rental bond for the premises

A landlord can use this reason to refuse consent to have an animal only if it is ‘highly probable’ that the damage will occur (reg 22A(4))

The premises are unsuitable for keeping the animal because of insufficient open space

Open space will be ‘insufficient’ only if the animal:
(i) can only go to the toilet outside; or
(ii) can only be kept outside; or
(iii) can only be exercised outside;
and the space is too small for that (reg 22A(3)(b)).

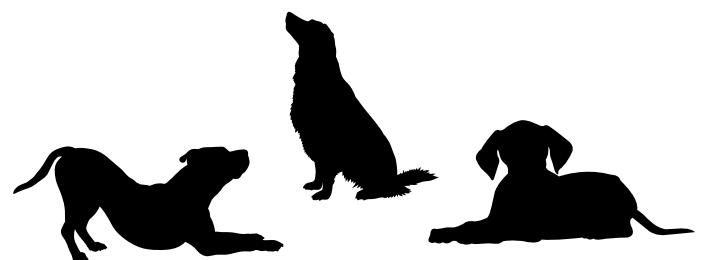
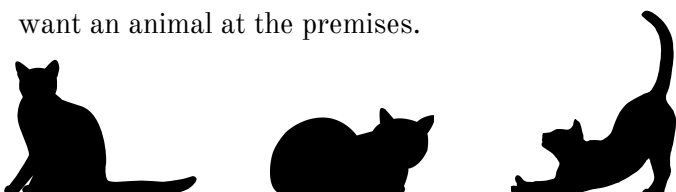
Keeping the animal at the residential premises would breach the law, local council orders, legally binding by-laws, or a community rule of a residential community

A tenant cannot keep a pet if it is against a law or binding rule to do so, but if it is unclear whether a breach would occur, the tenant would need to apply to the Tribunal for clarification

What if a tenant disagrees with the landlord’s decision?

Tenants can apply to the Tribunal if they believe their landlord has unreasonably refused consent or has imposed unreasonable consent conditions.

Unfortunately this puts the onus on the tenant to apply to the Tribunal, unlike in other jurisdictions where landlords must apply to the local tribunal if they do not want an animal at the premises.



Overall....

The ADO believes that the new NSW laws make it too easy for landlords to refuse consent for renters to keep pets, and that the onus should be on landlords, rather than renters, to apply to the Tribunal.

The new laws are a missed opportunity for NSW to provide a fair go for renters and their animals.