

RENTING WITH PETS

Comparing NSW with the ACT



Animal Defenders
Office

Using the law to protect animals

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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].

In May 2025 rental laws dealing with pets started in NSW. Historically NSW residential tenancy laws did not mention pets, and landlords could refuse a request to keep an animal at the rental premises without giving 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 they make much difference to NSW renters with pets? To answer that question, this fact sheet analyses the changes and compares NSW with the ACT.

Will a tenant need landlord consent to keep a pet?

In NSW, yes tenants can keep an animal at the residential premises **only** with the landlord’s consent.[4] Tenants must apply to the landlord using the ‘[Form to apply to keep a pet in a rental property](#)’. If the landlord refuses, or consents but with unreasonable conditions, tenants will have to apply to the NSW Tribunal to seek a different outcome.[5]

NSW CASE STUDY: In August 2025 the Tribunal rejected a landlord’s reason for refusing consent to renter Casey to keep his border collie ‘Elsie’. The landlord had alleged that the damage Elsie may cause could be more expensive than the bond. The Tribunal rejected this reason because there was insufficient evidence to establish that Elsie would cause that much damage.[6]

In the ACT, and other jurisdictions such as Victoria and the NT, tenants only need to *notify* their landlord rather than actually seek consent to keep 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?

In NSW the Act now specifies 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 for 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?

In NSW 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[8], which is more appropriate and more fairly balances the interests of renters, animals, and landlords.



Casey Munro is now allowed to keep his border collie Elsie at his flat. (ABC Illawarra: Sarah Moss)

What conditions can be placed on keeping animals?

In NSW the Act now specifies what consent conditions are considered ‘reasonable’ and ‘unreasonable’.

Reasonable conditions include requiring premises to be professionally fumigated and/or carpets professionally cleaned for certain animals.

Unreasonable conditions include a higher rent or rental bond and/or requiring a form of security due to keeping a pet. These 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] The NSW Civil and Administrative Tribunal, or ‘NCAT’: <https://ncat.nsw.gov.au/>.

[6] Sarah Moss, “Tribunal sides with tenant in test of new laws on pets” *ABC News*, 17 August 2025.

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

[8] *Residential Tenancies Act 1997* (ACT) s 71AE(5), *Residential Tenancies Act 1997* (Vic) s 71C(2).

Reasons a NSW 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

For example if the space is too small for the animal:
(i) to go to the toilet outside if there is no option for the animal to go to the toilet inside; or
(ii) to be kept outside all the time if that is the intention; or
(iii) to be exercised outside if there is no alternative exercise space (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

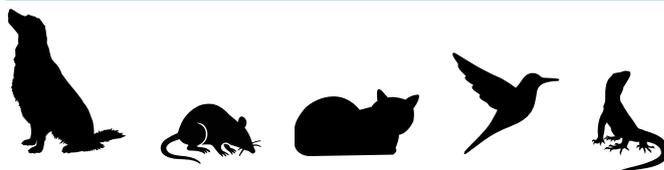
How does it work in the ACT?

Overall....

In the ACT tenants need to seek the landlord's consent to keep a pet only if the tenancy contract says they have to. If the contract says consent is required, the tenant must apply to the landlord who has to apply to the ACT tribunal before they can refuse. If the landlord doesn't apply to the tribunal within 14 days of the tenant's request, it is automatically approved. The landlord can impose reasonable conditions on keeping a pet, like the number of pets allowed or cleaning requirements, or other conditions with the approval of the tribunal.[9]

The ADO believes that the 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 as in the ACT.

The NSW laws are a missed opportunity for NSW to provide a fairer go for renters and their animals compared to other jurisdictions such as the ACT.



[9] *Residential Tenancies Act 1997* (ACT) s 71AE.