

## REIQ Factsheet - Pets

(from 1 October 2022)

The *Residential Tenancies and Rooming Accommodation Act 2008* (Qld) (the **RTRA Act**), which governs residential tenancies in Queensland, has been amended by the Queensland Government and there are some new changes coming into effect on 1 October 2022.

### New definition of Pet and Working Dog

It is important to note that a “pet” is now defined as a domesticated animal or an animal that is dependent on a person for the provision of food or shelter. A pet does not include a working dog or animal prescribed by regulation not to be a pet. **The tenant may keep a working dog at the property without your approval.** A working dog includes:

- an assistance dog, guide dog or hearing dog under the *Guide, Hearing and Assistance Dogs Act 2009*, schedule 4; or
- a corrective services dog under the *Corrective Services Act 2006*, schedule 4; or
- a police dog under the *Police Powers and Responsibilities Act 2000*, schedule 6.

### Request for Pet Approval

A tenant may keep a pet or other animal at a property only with the approval of the lessor.

If a tenant requests approval to keep a pet at a property, you must respond to the tenant’s request within 14 days after receiving it. Your response must be in writing and must state:

- whether you approve or refuse the request; and
- if you approve the request subject to conditions – the conditions of the approval; and
- if you refuse the request, the grounds for the refusal and the reasons why you believe the grounds for the refusal apply to the request.

If you fail to respond to the tenant’s request within 14 days after receiving it, or you do not comply with the above when responding to the request, the RTRA Act states that you are taken to approve the tenant’s request for keeping a pet at the property.

From 1 October 2022, your refusal of a tenant’s pet request on the grounds that “no pets are allowed” is not enough to comply with the RTRA Act.

### Grounds for Refusing a Request for Pet Approval

The only permitted grounds to refuse a request to keep a pet at the property are as follows:

- keeping the pet would exceed a reasonable number of animals being kept at the property;
- the property is unsuitable for keeping the pet because of a lack of appropriate fencing, open space or another thing necessary to humanely accommodate the pet;
- keeping the pet is likely to cause damage to the property or inclusions that could not practicably be repaired for a cost that is less than the amount of the rental bond for the property;
- keeping the pet would pose an unacceptable risk to the health and safety of a person, including, for example, because the pet is venomous;
- keeping the pet would contravene a law;
- keeping the pet would contravene a body corporate by-law or park rule applying to the property;
- the tenant has not agreed to the reasonable conditions proposed by you for approval to keep the pet (this only applies the approval to keep a pet is subject to conditions);
- the animal stated in the request is not a pet;
- if the property is a moveable dwelling property—that keeping the pet would contravene a condition of a licence applying to the property.

### Conditions for Approval

As outlined above, your approval for the tenant to keep a pet at the property may be subject to conditions if the conditions:

- relate only to keeping the pet at the property; and
- be reasonable having regard to the type of pet and the nature of the property; and
- are stated in the written approval given to the tenant.

Without limiting what conditions are reasonable having regard to the type of pet and the nature of the property, the RTRA Act prescribes that the following conditions are taken to be reasonable:

- If the pet is not a type of pet ordinarily kept inside—a condition requiring the pet to be kept outside at the property;
- if the pet is capable of carrying parasites that could infest the property—a condition requiring the property to be professionally fumigated at the end of the tenancy; and
- if the pet is allowed inside the property—a condition requiring carpets in the property to be professionally cleaned at the end of the tenancy.

Your property manager may recommend other conditions to be included.

The authorisation to keep a pet or working dog at the property continues for the life of the pet or working dog and is not affected by the end of a tenancy agreement, if the tenant continues occupying the property under a new agreement, a change in the lessor or property manager, or for a working dog, the retirement of the dog from the service the dog provided as a working dog.

### **Tenant's responsibilities**

The tenant is responsible for:

- all nuisance caused by a pet or other animal (not including a working dog) kept at the property, including, for example, noise caused by the pet or other animal; and
- repairing any damage to the property or inclusions caused by the pet or other animal (not including a working dog).

Damage to the property or inclusions caused by the pet or other animal (not including a working dog) is not fair wear and tear for the purpose of the tenant's obligations at the end of the tenancy. That is, the tenant's obligation to leave the property and inclusions, as far as possible, in the same condition they were in at the start of the tenancy, fair wear and tear excepted.

**You cannot require additional rent, bond or other security from the tenant for the keeping of a pet or working dog at the property.**

### **Other things to consider**

An authorisation to keep a pet at property is also subject to any body corporate by-law, park rule or other law relating to keeping animals at the property. If a pet request is received, you should contact your body corporate manager to confirm what the body corporate requirements are and if approval of the body corporate is needed.

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