

## TASMANIA

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# RESIDENTIAL TENANCY AMENDMENT (PETS) BILL 2025

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**RESIDENTIAL TENANCY AMENDMENT (PETS)  
BILL 2025**

*(Brought in by the Minister for Small Business, Trade and  
Consumer Affairs, the Honourable Guy Barnett)*

**A BILL FOR**

**An Act to amend the *Residential Tenancy Act 1997***

Be it enacted by Her Excellency the Governor of Tasmania, by  
and with the advice and consent of the Legislative Council and  
House of Assembly, in Parliament assembled, as follows:

**1. Short title**

This Act may be cited as the *Residential  
Tenancy Amendment (Pets) Act 2025*.

**2. Commencement**

The provisions of this Act commence on a day  
or days to be proclaimed.

**3. Principal Act**

In this Act, the *Residential Tenancy Act 1997*\* is  
referred to as the Principal Act.

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\*No. 82 of 1997

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**4. Section 3 amended (Interpretation)**

Section 3(1) of the Principal Act is amended as follows:

- (a) by inserting the following definition after the definition of *agent*:

***approved form*** means a form that is approved by the Commissioner;

- (b) by inserting the following definition after the definition of *tertiary student*:

***Tribunal*** means the Tasmanian Civil and Administrative Tribunal;

**5. Part 3C inserted**

After section 36P of the Principal Act, the following Part is inserted:

**PART 3C – PETS**

**36Q. Interpretation of Part**

In this Part –

***exempt animal***, in relation to residential premises, includes –

- (a) a dog that –

- (i) has been, or is being, trained by an approved guide dogs institution or

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approved hearing  
dogs institution  
within the  
meaning of the  
*Guide Dogs and  
Hearing Dogs Act  
1967*; and

(ii) is assigned as a  
guide dog under  
that Act to a  
person who  
resides at the  
premises; and

(b) a dog that is being trained  
by an approved guide  
dogs institution or  
approved hearing dogs  
institution within the  
meaning of the *Guide  
Dogs and Hearing Dogs  
Act 1967*, if the person  
conducting the training  
resides at the premises;  
and

(c) an assistance animal  
within the meaning of the  
*Disability Discrimination  
Act 1992* of the  
Commonwealth that is an  
assistance animal in  
respect of a person who  
resides at the premises –

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but does not include an animal, specified under paragraph (c), that is determined not to be an exempt animal by the Tribunal under section 36U(1)(d);

***ineligible animal*** means the following animals:

- (a) a dog that is more than 6 months of age, if the dog is not registered as required under section 8 of the *Dog Control Act 2000*;
- (b) a cat that is more than 6 months of age, if the cat –
  - (i) is not microchipped as required under section 12(1) of the *Cat Management Act 2009*; and
  - (ii) is not the subject of a certificate referred to in section 12(2) of that Act;

***pet*** means a domesticated animal, or an animal that is dependent on a person for the provision of food or shelter, if that animal is not an

exempt animal or an ineligible animal.

**36R. Keeping animals on premises**

- (1) Subject to subsection (4), a tenant of residential premises may keep the following animals on those premises:
  - (a) one or more exempt animals;
  - (b) one or more pets as specified in a written consent given by the owner of the premises.
- (2) If a tenant of residential premises wishes to keep one or more pets on those premises, the tenant is to request the written consent of the owner of the premises.
- (3) A request under subsection (2) is to –
  - (a) be in an approved form; and
  - (b) specify the pet or pets in relation to which the request is made; and
  - (c) specify whether a pet specified in the request is a dangerous dog, or a restricted breed dog, within the meaning of the *Dog Control Act 2000*; and
  - (d) if a pet specified in the request is a dangerous dog, specify the manner in which the residential

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premises conforms to the requirements of an enclosure that complies with the prescribed requirements of the *Dog Control Act 2000*; and

(e) be given to the owner of the premises to which the request applies.

(4) Nothing in this section derogates from the operation of –

(a) the provisions of an Act; or

(b) by-laws made under Part 11 of the *Local Government Act 1993*; or

(c) by-laws made by a body corporate under section 90 of the *Strata Titles Act 1998* –

that restrict or prevent the keeping of a pet on certain premises.

**36S. Owner must not unreasonably refuse consent to keeping of pet**

(1) The owner of residential premises to whom a tenant has made a request under section 36R(2) must, within 14 days after being given the request –

(a) give written consent to the tenant keeping the pets specified in the request; or



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- (b) refuse to consent to the tenant keeping the pets specified in the request by –
    - (i) giving written notice of the refusal and the reason for the refusal, in an approved form, to the tenant; and
    - (ii) if the pet is not a dangerous dog within the meaning of the *Dog Control Act 2000*, making an application to the Tribunal under section 36U(1); or
  - (c) give consent under paragraph (a) to the tenant keeping one or more pets, and refuse to consent to the keeping of another one or more pets under paragraph (b).
- (2) The owner of residential premises to whom a request has been made under section 36R(2) must not unreasonably refuse that request.
- (3) For the avoidance of doubt, the owner of a residential premises to whom a request has been made under section 36R(2) may refuse to consent to the tenant keeping a pet, specified in the request, that is a dangerous dog within the meaning of the

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*Dog Control Act 2000*, without making application to the Tribunal.

- (4) The owner of residential premises may give conditional consent to a request made under section 36R(2) as specified in a written consent under subsection (1)(a) if those conditions –
  - (a) are agreed to by the tenant; and
  - (b) relate only to the pets specified in the request; and
  - (c) are reasonable in the circumstances; and
  - (d) do not require an increase to the rent or security deposit payable by the tenant; and
  - (e) do not otherwise contravene the provisions of this or any other Act.
- (5) An owner of residential premises is taken to have consented to a request made under section 36R(2) in respect of those premises if the owner has not given, or refused, consent in accordance with subsection (1) within 14 days after being given the request.
- (6) An owner of residential premises who reasonably believes that an animal, in relation to which no request for consent has been made, is being kept at the

premises may make an application under section 36U(1) for an order that the animal may not be kept on those premises.

**36T. Withdrawal of consent**

- (1) If the owner of residential premises has given written consent under section 36S(1)(a) in respect of a pet, the owner of residential premises may only withdraw consent to the tenant keeping the pet on those premises if –
  - (a) the Tribunal has made an order under section 36U(2)(c) permitting the owner to withdraw the consent in relation to the pets; and
  - (b) the owner has given written notice to the tenant of –
    - (i) the owner's intention to withdraw consent in relation to the pets specified in the notice; and
    - (ii) the reason for the withdrawal.
- (2) The owner of residential premises must not unreasonably withdraw consent to the tenant keeping the pet on those premises.

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**36U. Determination of matter by Tribunal**

- (1) On application from the owner of residential premises, the Tribunal has the jurisdiction to determine each of the following matters:
  - (a) whether the owner's refusal to give consent to the keeping of a pet, specified in a request made by a tenant of those premises under section 36R(2), is on reasonable grounds or not;
  - (b) whether the withdrawal of consent by the owner of residential premises to the tenant keeping a pet on those premises is on reasonable grounds or not;
  - (c) whether an animal, in relation to whom no request for consent has been made, may or may not be kept on those premises;
  - (d) whether an animal is, or is not, a pet, exempt animal (within the meaning of paragraph (c) of the definition of *exempt animal*) or ineligible animal for the purposes of this Act.
- (2) If the Tribunal makes a determination in respect of a matter under subsection (1), the Tribunal may make one of the following orders in respect of a residential premises:

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- (a) that a tenant of the premises may keep a pet specified in a request made by the tenant under section 36R(2);
  - (b) that the owner of the residential premises may refuse to give written consent to a tenant keeping a pet specified in a request made by the tenant under section 36R(2);
  - (c) that the owner of the residential premises may withdraw consent to keep a pet, specified in a request made by a tenant under section 36R(2) in relation to those premises, on the premises;
  - (d) that an animal is not an exempt animal within the meaning of paragraph (c) of the definition of ***exempt animal***;
  - (e) that a pet, or an ineligible animal, must be removed from the residential premises;
  - (f) any other order that the Tribunal considers reasonable in the circumstances.
- (3) On making an order under subsection (2), the Tribunal may provide for conditions and any other ancillary matter, relating to the keeping of a pet on the premises, that it considers appropriate.

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- (4) If the Tribunal makes an order under subsection (2)(a) that a tenant may keep a pet, the owner of the premises on which the pet is to be kept is taken to have given written consent under section 36S(1)(a).
- (5) If the Tribunal makes an order under subsection (2)(c) or (e), the order –
  - (a) is to specify the period within which the animal to which the order relates is to be removed from the relevant residential premises; or
  - (b) if no such period is specified in the order, is taken to require the tenant to remove the animal to which the order relates from the relevant residential premises within 7 days after the tenant is notified of the making of the order.
- (6) For the avoidance of doubt, a matter specified in subsection (1) as being within the jurisdiction of the Tribunal is –
  - (a) within the original jurisdiction of the Tribunal; and
  - (b) allocated to the Civil and Consumer stream of the General Division of the Tribunal within the meaning of the *Tasmanian*

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*Civil and Administrative Tribunal*  
*Act 2020.*

**36V. Reasonable grounds**

In determining a matter that is within the jurisdiction of the Tribunal by virtue of section 36U, the Tribunal may take into account the following grounds:

- (a) whether keeping a pet, specified in a request made by a tenant under section 36R(2) in relation to residential premises, would have any of the following effects:
  - (i) cause a nuisance on the premises;
  - (ii) cause a nuisance on an adjacent or adjoining premises or other nearby premises;
  - (iii) cause damage that is more than reasonable wear and tear to the premises;
  - (iv) pose an unacceptable risk to the safety of any person;
  - (v) pose an unacceptable risk to the safety or welfare of the pet or another animal on the premises;

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- (b) any other grounds that the Tribunal considers reasonable in the circumstances.

**36W. Rejection of application because of pet**

The owner of residential premises must not unreasonably reject an application to rent the premises on the basis that the person making the application has indicated that the person will be requesting consent to keep a pet on those premises.

**36X. Transitional provision**

If, immediately before the commencement of section 36R, a tenant of residential premises has the oral or written consent of the owner of those premises to keep a pet on those premises –

- (a) that consent is taken to be a consent given under this Part in respect of that pet; and
- (b) after the commencement of section 36R that consent may be withdrawn in accordance with section 36T.

**6. Section 64B repealed**

Section 64B of the Principal Act is repealed.



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**7. Repeal of Act**

This Act is repealed on the first anniversary of the day on which the last uncommenced provision of this Act commenced.