

## CLAUSE NOTES

### Residential Tenancy Amendment (Pets) Bill 2025

- Clause 1      **Short title**  
The short title will be the *Residential Tenancy Amendment (Pets) Bill 2025*.
- Clause 2      **Commencement**  
The Amendment Act will commence on proclamation. The proclamation may identify different commencement days for different provisions.
- Clause 3      **Principal Act**  
References in the Bill to “Principal Act” are references to the *Residential Tenancy Act 1997*.
- Clause 4      **Section 3 amended (Interpretation)**  
This clause provides definitions for ‘approved form’, ‘safety modification’ and ‘Tribunal’. These terms are relevant to other provisions in the Bill.  
*Approved form* means approved by the Commissioner, which is the Residential Tenancy Commissioner. *Tribunal* means the Tasmanian Civil and Administrative Tribunal.

### **Part 3C inserted – Pets**

This clause inserts a new Part into the Principal Act. The new Part sits after section 36P and relates to pets.

#### **Section 36Q. Interpretation of Part**

New Section 36Q provides for interpretation for the new Part 3C and provides definitions of ‘exempt animal’, ‘ineligible animal’ and ‘pet’.

The clause provides that *exempt animal* means a guide dog as defined by the *Guide Dogs and Hearing Dogs Act 1967* as well as an “assistance animal” as defined the Commonwealth *Disability Discrimination Act 1992*.

*Ineligible animal* includes a dog that is more than 6 months of age if the dog is not registered as required under section 8 of that Act. The definition also includes a cat this is more than 6 months of age if the cat is not microchipped as required under the section 12(1) of the *Cat Management Act 2009* or is not 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, that is not an exempt animal or an ineligible animal.

#### **Section 36R. Keeping animals on premises**

New section 36R creates a presumption that a tenant of residential premises may keep one or more pets on those premises, or one or more exempt animals, subject to subsection (4) or a contrary order of the Tribunal. The Tribunal only has powers in relation to pets and not guide dogs.

Subsection (4) provides that the operation of other legislation that restricts or prevents the keeping of a pet on premises continues to apply. This covers provisions in other Acts, by-laws made under Part 11 of the *Local Government Act 1993* or by-laws made by a body corporate under section 90 of the *Strata Titles Act 1998*.

New subsection 36R(2) provides that if a tenant wishes to keep pets they must seek the permission of the owner. New subsection (3) provides that the application is to be in the approved form and specify the pet or pets that are intended to be kept on the premises. If the pet in question is a dangerous dog or a restricted breed under the *Dog Control Act 2000* the application must state this and indicate how the owner will ensure the legal requirements of keeping such a dog will be met.

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

New subsection 36S(1) provides that within 14 days after permission is sought under section 36R(2), the owner must either consent to the tenant keeping the pet or pets specified in the application, or refuse consent to the tenant keeping the specified pets. Where the owner does not consent, the owner, and the owner is to make an application to the Tribunal under section 36U(1).

New subsection (2) provides that the owner must not unreasonably object to the keeping of a pet specified in the application.

New subsection (3) is an avoidance of doubt clause and provides that an owner can refuse consent to an application to keep a dangerous dog without needing to apply to TASCAT.

New subsection (4) provides that the property owner may consent subject to conditions. The conditions have to be agreed to by the tenant, relate only to the keeping of the pet specified in the application to the owner, be reasonable in the circumstances, do not increase the rent or security deposit payable by the tenant and do not otherwise contravene the provisions of the Residential Tenancy Act or any other Act.

New subsection (5) provides that if the owner has not confirmed consent or objected within the 14 day time frame, the owner is taken to have confirmed consent to the keeping of the pet as specified.

Subsection (6) enables an owner to apply to TASCAT where they believe a pet is being kept on the premises without consent being given.

### **36T. Withdrawal of consent**

New section 36T provides that the owner may only withdraw consent to the tenant keeping a pet or pets on those premises if the owner has given written notice to the tenant of their intention to withdraw consent and the reason for that withdrawal, and the Tribunal has made an order permitting the withdrawal of consent to the keeping of that pet.

Subsection (2) provides that consent cannot be unreasonably withdrawn.

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

This clause provides that, on application from the owner, the Tasmanian Civil and Administrative Tribunal has jurisdiction to determine specified matters relating to pet on residential premises, these matters are set out in subsection (1)(a) through to (1)(d), and include that the objection is not on reasonable grounds, the objection is on reasonable grounds, withdrawal of consent is not on reasonable grounds, withdrawal of consent is on reasonable grounds, where no permission has been sought, the pet may not be kept on those premises and that an animal is a pet or an ineligible animal. The Bill does not provide for the keeping of ineligible animals on residential premises.

Subsection (2) provides the orders the Tribunal may make where it has made a determination under subsection (1). The orders are that the tenant may keep a pet, that the tenant may not keep a pet, that the owners consent may be withdrawn, and that a pet or an ineligible animal must be removed from the residential premises.

Subsection (3) provides that the Tribunal may provide conditions and any other ancillary matter relating to the keeping of a pet on the premises it considers appropriate.

Subsection (4) provides that where the Tribunal makes an order under subsection (2) that a pet can be kept on the premises, this has the effect as if the owner had consented. This therefore ensures that the withdrawal

of consent provisions could be utilized at a later point where such withdrawal was reasonable.

Subsection (5) provides that if the Tribunal makes an order under subsection (2)(c) or (d), that is an order that relates to withdrawal of consent or that a pet or ineligible animal must be removed from the premises, the Tribunal is to specify the period within which the pet or ineligible animal is to be removed. If no such period is specified in the order, the provision provides that the tenant is to remove the pet or ineligible animal from the premises within 7 days after the tenant is notified of the making of the order.

Subsection (5) provides that these matters fall within the Tribunal's original jurisdiction and matters are to be allocated to the Civil and Consumer stream of the General Division of the Tribunal.

### **36V. Reasonable grounds**

This clause provides the grounds that the Tribunal may consider when considering matters relating to pets on premises, by virtue of section 36U. The Tribunal may take into account whether keeping a pet on the premises would have any of the following effects:

cause a nuisance on the premise or an adjacent or adjoining premises or other nearby premises, cause damage that is more than reasonable wear and tear, pose an unacceptable risk to the safety of any person, pose an unacceptable risk to the safety or welfare of the pet or another animal on the premises, and any other grounds that the Tribunal considers reasonable.

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

This clause provides that the owner of a 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 may later seek permission to keep a pet on those premises.

### **36X. Transitional provision**

This clause provides for transitional arrangements for tenants who may have existing permission to have a pet on residential premises. It provides that if immediately before the commencement of Part 3C a tenant has the consent of the owner to keep a pet, that consent is taken to be a confirmation of consent given under new Part 3C in respect of the pet. That consent continues unless consent is withdrawn in accordance with the new provisions in the Bill. Such a person therefore does not have to seek permission anew.

Clause 6

**Section 64 repealed**

This clause repeals section 64B of the Principal Act, which is the section of the Act that currently relates to the keeping of pets. The Bill replaces this section with the new provisions providing for the new regime in relation to keeping of pets on residential premises.

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Clause 7

**Repeal of Act**

The *Residential Tenancy Amendment (Pets) Act 2025* will be automatically repealed after the first anniversary of this Act commencing.