



Allowing the tenant to have pets on the premises

Some landlords strictly refuse to allow a tenant to keep any type of pet on the premises during a tenancy. However, sometimes the best tenant may ask about keeping a pet on the property. The parties need to agree on the terms that a pet may be on the property at the commencement of the tenancy. It is therefore best practice for landlords to write terms about the keeping of pets into the residential tenancy agreement.

Landlords who let their unit title or cross lease properties should also check the terms of their body corporate rules and leases respectively to see what restrictions there may be on keeping animals.

Assuming a tenant wishes to keep a dog on the property during the tenancy, some examples of terms landlords might want to agree upon with their tenants include:

- The _____ (insert breed of dog) dog named _____ (insert name) and aged (insert age) and registered (insert number of registration) must be suitably kennelled at _____ (identify location of kennel on property) and must not be allowed to live inside the house.
- The tenant acknowledges that the landlord has agreed to allow the tenant to keep (insert name of dog detailed above) on the property as a specific term of the agreement and the landlord does not warrant or imply in any way that it will consent to other dogs being kept on the property in the future.
- If the tenant wishes to keep a different dog than (insert the one detailed above) the tenant must obtain the prior written permission of the landlord. The landlord is not obliged in any way to grant consent to any other dog being kept on the property.
- The tenant is only allowed to keep the... (insert number) dog(s) at any time.
- The tenant must remedy any damage caused by the dog to the house or grounds immediately.
- The tenant must regularly clean dog fouling from the grounds.
- The tenant must care for the dog properly and comply with general SPCA standards and guidelines for the treatment of dogs.
- The tenant must control the dog so that it is not allowed to roam beyond the boundary section and it is not allowed to create any other type of nuisance to neighbouring properties.
- The tenant must restrain the dog on days the landlord advises an inspection is due to be carried out.

To avoid any doubt about the significance of the terms chosen from the list above, the parties could then state:

If any of these terms are breached, the landlord may follow standard procedures relating to breach of tenancy agreement.

