



PETS IN TENANCIES

Previously, keeping a pet was at the discretion of the landlord and subject to the terms and conditions of the lease agreement however, amendments to the Residential Tenancy Act (section 65A and 65B) which came into force 01 January 2021 allow tenants to seek permission from their landlord/rental agency to keep pets in their rental property.

How to request for a Pet to be allowed in your rental property:

1. Submit a request in writing to the landlord/rental agency seeking approval and describing the proposed pet.
2. The landlord is required to respond to our written request within 14 days of notification.
3. If the landlord agrees, the pet can be relocated to your rental property.
4. If the landlord objects, then they will need to apply to the NT Civil and Administrative Tribunal (NTCAT) within the 14-day time period and prove that their objection is reasonable.
5. If the landlord/rental agency does not respond to the tenant within the 14-day time period, the tenant may keep the pet on the premises .

What are reasonable Grounds for objection?

Reasonable ground would be things such as:

- the pet is likely to cause damage to fixtures and fittings.
- the pet is too big in relation to the size of the property.
- that the pet is not allowed on/in the property because of local rules, laws or by laws.
- that the pet is a prohibited species.

The above list is not exhaustive and the Tribunal will consider if any other matters make keeping a specific pet or pets on the property unreasonable.

What kind of pets ?

In considering what type of pet you can keep on your rental premises you should also consider the reasonable grounds of objection listed above and in particular:

- The size of the pet in relation to the size of the property.
- The risk of damage to fixtures, fittings, and appliances by the pet.
- Whether there are any other rules laws or by laws restricting pets in the property e.g., body corporate or local council rules (the City of Darwin only allows two dogs and/or two cats and no more than four animals on the property).
- Whether the pet is prohibited or restricted (such as an exotic species of fish listed as a prohibited import or native animals for which there is no license or permit).



When Pets are not Allowed

If other rules apply to the property, such as Body Corporate by-laws. If there are Body corporate rules that apply you must also comply with those rules when applying to have a pet. These may include getting separate permission from the body corporate.

Pets cannot be brought into the rental premises until such time as NTCAT has determined whether or not it is reasonable for a pet to be kept at the premises.

Pets must not be kept on the premises without permission or where NTCAT has determined that the landlord's objection is reasonable. If pets are subsequently found on the property, the landlord could issue a notice to remedy breach against you.

If you continue to live with the pet in the premises, the landlord can proceed to NTCAT to make application to terminate the tenancy.

If Pets Cause Damage

Tenants are responsible for any damage caused by their pets and the landlord may withhold the security deposit to pay for any cleaning or damage to the property caused by the pet(s).

Useful Contacts

[Darwin Community Legal Service](#) | 1800 812 953

© Darwin Community Legal Service 2022: Non-profit community groups have permission to reproduce parts of this publication as long as the original meaning is retained, and proper credit is given to DCLS as the publisher.

Disclaimer: The information contained in this publication is a guide to the law in the Northern Territory. It is not a substitute for legal advice. You should talk to a lawyer about your particular legal issue. The information contained in this factsheet is current as of January 2022.