



# Pet Friendly Accommodation

Animals are part of the family so do not feel compelled to surrender your animal if you are having trouble locating a rental or property that will not accommodate pet owners.



Instead read the following information to find out how you can keep your pet as long as you are a responsible owner.

## FIRST STEPS TO GET CONSENT

### Already have a pet?

- 1. Search for Pet-Friendly properties**
  - Search the pet friendly rental section on these websites:  
<http://www.firstnational.com.au/> or  
<http://www.domain.com.au/>
  - Download the pet-friendly accommodation search engine under the **resources section** at: <http://www.petfriendlyrentals.com.au/>
- 2. Make sure that you see the evidence in writing** that the accommodation you are buying/renting is pet-friendly.
- 3. Try to get provisional approval from the owner.** The owner may place restrictions and conditions.
- 4. Take your pet to visit the landlord** to show that your pet is well-trained and cared for.
- 5. Demonstrate your ability to be a responsible tenant by showing you are a responsible owner.**
  - Show the owner your **“pet résumé”** to prove you are committed and reliable-include medical information such as de-sexing, vaccination and training records along with a certificate from your vet.
  - Provide **references** from previous landlords, neighbours and dog trainers.
  - Detail your **daily pet schedule**.
  - **Describe your pet.** Outline if they are quiet or active, the temperament, the breed type and the age of the animal.
  - **Describe yourself.** How active you are, how long in the day you are away from them and any plans for holidays.
  - **Outline the changes you are willing to make** such as installation of higher fences for dogs, cat enclosures or unobtrusive cat safe roller on fencing. For more information

on cat safe fencing and enclosures go to: [www.awl.com.au](http://www.awl.com.au)

### **6. Try to negotiate a Pet Rental Agreement with the owner.**

- An example can be found at: [http://www.petfriendlyrentals.com.au/media/pdf/Pet\\_Friendly\\_Rentals\\_Pet\\_Rental\\_Agreement.pdf](http://www.petfriendlyrentals.com.au/media/pdf/Pet_Friendly_Rentals_Pet_Rental_Agreement.pdf)
- Include **details of your responsibilities** such as removal of pet waste, keeping the premises clean and how you keep the pet busy.
- **Negotiate a “pet bond”** in order to cover the costs in the unlikely event that your pet may cause some property damage.

### Thinking of getting a pet?

Remember to adopt animals from shelters as there are thousands of abandoned animals in need of caring homes.

### **Think about the suitability of your pet**

- Where do you live? Do you have enough space? Is the breed too big? Too active or too noisy?
- Do you have enough time for the animal?
- Notify the landlord and/or Body Corporate of your intentions and provide a **“pet resume”** as discussed above.



## IF CONSENT IS REFUSED OR YOU CANNOT FIND ANY ANIMAL FRIENDLY PROPERTY

Steps to take after the above steps are fulfilled:

### 1. Check Body Corporate Rules

- These rules are different for every residential area. In order to find your Body Corporate By-laws go to your Real Estate agent and organise to do a titles search to access the applicable Body Corporate rules.
- In Queensland, contact the **Commissioner for Body Corporate and Community Management** on 1800 060 119 for advice. Check if similar assistance is in other states.

### 2. Lodge a dispute with the Commissioner (if the commissioner advises this is appropriate).

- **An owner cannot unreasonably withhold their consent.** However it may be reasonable to have conditions on the types of pets allowed.
- If a Body Corporate refuses to look into or ignores a request to keep a pet you can lodge a dispute.
- **A By-law to have “no pets”** has been deemed too restrictive in disputes in the past, but there can be conditions.
- If the Body Corporate says that pets are not permitted without **written permission** (which is the default position in the *Body Corporate and Community Management Act 1997*), yet the owner has met all reasonable requirements, the owner can lodge a dispute if refused.

### 3. Check to see if there have been previous owners or occupiers of the property that have owned a pet. This can be a persuasive precedent for your request for a pet or to keep a pet.

### 4. Appeal the decision

- If you believe the decision was **unreasonable** there are several routes of appeal, namely, dispute resolution in the form of **mediation, adjudication or appeal** to the Consumer, Trader and Tenancy Tribunal.



## THE LEGAL STUFF

In Queensland, the relevant law is the *Body Corporate and Community Management Act 1997*.

- Under section 180 of the Qld Act it states “**a By-law cannot prevent or restrict a transmission, transfer, mortgage or other dealing with a lot**”.
- Section 181(7) “**a By-law cannot prevent the sale of a lot to a pet owner who provides reasonable assurance that the animal will be kept securely on the owners lot, [ensuring the animal is kept on a lead or in a carry cage when crossing common area, without the animal causing nuisance and in accordance with local government sanitation and pest control requirements.]**”
- An appeal on the grounds of section 181(7): “**a By-law must not be oppressive or unreasonable**”.
- The **owner of a lot** can motion to **change the community management statement** that can enable them to keep pets. More information regarding this is found under section 55 of the Act.

## **NOTE: THERE CAN BE CONSEQUENCES FOR KEEPING A PET WITHOUT CONSENT**

Section 4 *Body Corporate and Community Management Act 1997* contains the relevant By-law concerning the keeping of animals **without the body corporate written approval**.

### Several penalties can flow from the violation of this By-law:

- **Service of a notice** requiring you to comply with the relevant law or by-laws. This may mean you would have to get rid of your pet or leave.
- **A Fine** - usually if you do not comply with the notice a fine is issued against you by the Consumer, Trader and Tenancy Tribunal of up to \$5,500.

You **cannot be evicted** by the landlord **UNLESS** the landlord has an eviction order from the Residential Tenancies Tribunal.

**Your pets are part of the family so do not give up on them!**

*For more information, contact:  
Joy Verrinder Ph. 07 5509 9027*

