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2020 RENTAL REFORMS UPDATE

Pet legislation

March 2020

This information was sourced from: www.consumer.vic.gov.au - please visit their website for more information.

Victoria's renting laws are changing

We write to you with a significant update concerning your rental property currently managed by our office.

From March 2020, new pet laws will be enforced in Victoria. These laws will allow renters to have pets in rental properties.

As you may also know, there will be over 130 changes to the Residential Tenancies Act. The Victorian government announced in 2018 the amendments to the Act, with the majority of these changes coming in on 01 July 2020.

Some regulations haven't yet passed. We anticipate that these will be published in May 2020. We will provide you with further information in due course.

We are highly focused on training and educating our clients during the transition period.

If you have any further questions, please contact your Ray White property manager.

Pets and renting

The new pet laws mean renters can keep pets at a rental property, with the written permission of the rental provider (landlord).

Rental providers can only refuse permission with approval from the Victorian Civil and Administrative Tribunal (VCAT).

Does a renter need the rental provider's consent to keep a pet?

Yes, renters must seek the rental provider's consent before keeping a pet at a rental property and must use the Consumer Affairs Victoria form. Renters can do this by email if they have agreed to electronic communication with the rental provider.

Can a rental provider refuse to give consent?

A rental provider cannot unreasonably refuse consent to a renter keeping a pet. If a rental provider wants to refuse, they have 14 days to apply for a VCAT order.

If the rental provider does not apply to VCAT within 14 days of receiving the written request, consent is taken to have been granted for the renter to keep a pet on the property.



Frequently asked questions

What is a pet?

Under the law, a pet is any animal except for an assistance dog.

What about renters who already have pets?

The new pet laws do not apply to pets that were already present in the rental property before the new laws commenced. After the new laws commence, renters must request consent to bring a new pet into the property.

What can a rental provider do if they wish to check a property where a pet is being kept?

Rental providers can conduct regular property inspections, no more than once every six months, to check the property is being kept reasonably clean.

What reasonable grounds will VCAT consider?

Before arriving at a decision, VCAT may consider at least the following factors:

- the type of pet the renter wants to keep, or is keeping, on the property
- the character and nature of the property itself, including appliances,
- fixtures and fittings on the property
- whether refusing consent to keep the pet on the property is allowed under any Act.

What if the renter brings in a pet without the rental provider's consent?

If the rental provider believes that the renter is keeping a pet without their consent, they may apply to VCAT for an order to exclude the pet from the property. This only applies if the pet was brought into the property after the new laws commenced.

What happens if the renter's pet damages the rental property?

The renter must repair any pet-related damage to the property that goes beyond 'fair wear and tear'. VCAT can adjudicate disputes about repairs.

Can the renter be asked to pay a pet bond?

Although the Residential Tenancies Act 1997 does not explicitly mention pet bonds, landlords/property managers and owners cannot ask for an additional bond as a 'pet bond'.

For more information, please visit:

www.consumer.vic.gov.au

Victoria's renting laws are changing

Some of the other changes which are coming in July 2020 include:

Minimum Standards

Rental providers have a duty to ensure their rental property meets the rental minimum standards.

Modifications

Renters can make prescribed modifications without the rental provider's consent. There are other modifications which a rental provider cannot unreasonably refuse consent to renters making.

Urgent Repairs

Urgent repairs now include repairs or replacements relating to air conditioning, safety devices and any fault or damage which makes the property unsafe or insecure, including pest infestations, or mould or damp caused by or related to the building structure.

Keys

Rental providers (landlords) must provide each renter with a free set of keys or security device. Rental providers can only charge a reasonable fee for additional or replacement keys or devices.

Records of gas and electrical safety checks

Rental providers must comply with prescribed requirements for keeping and producing records of gas and electrical safety checks conducted at the property.

Rental providers must give a valid reason to end a rental agreement

Rental providers (landlords) cannot issue a 'no specified reason' notice to vacate. To end a rental agreement, rental providers must provide a valid reason such as sale, change of use or demolition of the rental property, or rental provider moving back into the rental property.

Professional cleaning requirements

A term in a rental agreement can only require professional cleaning if it is needed to return the property to the condition it was in at the start of the rental agreement, taking into account fair wear and tear.

For more information

Contact your local Ray White property manager to learn more or please visit www.consumer.vic.gov.au/

