

PET LEGISLATION GUIDE FOR LANDLORDS

Pet ownership is part of life for many New Zealanders, with over 60% of households classified as having a pet. Historically, however, it has often posed a barrier for tenants, with landlords able to refuse pet requests at their discretion.

The Residential Tenancies Amendment Act (RTAA 2024) changes this framework, and from late 2025, tenants will have the right to keep a pet at their tenancy, and landlords will not be able to refuse without reasonable grounds.

Of course, not all pets or properties are alike. The legislation allows landlords to set reasonable conditions, and in some cases, to decline requests where there are genuine concerns. Understanding how to handle these applications is essential for landlords to meet their legal obligations and avoid financial penalties.

This guide outlines how the rules will work, what protections landlords have, and how to manage pet applications fairly and confidently.



GENERAL RESPONSIBILITIES

Under the new rules, landlords can no longer issue a blanket “no pets” policy, as doing so will be considered an unlawful act that can attract financial penalties and Tenancy Tribunal action.

Tenants must apply in writing to keep a pet, including details such as the type, breed, age, size, and whether the animal is vaccinated or desexed. Landlords must respond to these requests within 21 days and can outline reasonable conditions for approval, such as charging a pet bond or professional carpet cleaning. If a request is declined, the landlord must provide written reasons and ensure the refusal is based on reasonable grounds.

To avoid Tribunal action, landlords should approach each request in good faith, focusing on whether approval can be given with conditions rather than searching for reasons to decline.



LANDLORD PROTECTIONS

The historic stigma surrounding pets in tenancies often stem from ‘war stories’ around property damage, safety concerns, and the inability (or significant difficulty) for landlords to seek resolution when issues occur.

While tenants gain new rights under the changes, landlords are not without their own safeguards, and the new rules include important protections to address these concerns. This includes tenants now becoming fully liable for pet-related damage (currently capped at either four weeks’ rent or the insurance excess, where the damage is considered accidental).

When approval is granted, landlords can also impose reasonable conditions, such as:

- Requirements for flea treatment, professional carpet cleaning, or cleaning during the tenancy
- A pet bond of up to two weeks’ rent, in addition to the standard four-week tenancy bond
- Supervision or restraint of pets during the landlord’s lawful entry for inspections or required maintenance

These measures provide landlords with clear avenues for resolution if issues arise, while encouraging fair, pet-friendly housing.



PET BONDS

Landlords can now require a pet bond as a reasonable condition of approval. Key rules surrounding pet bonds include:

- The bond can be up to two weeks' rent, in addition to the standard bond (up to four weeks' rent)
- Only one pet bond may be charged per tenancy (not per pet)
- The bond can be adjusted if rent increases or decreases
- If the pet is no longer at the property, the bond must be refunded, less any damage claims
- Pet bonds cannot be charged for animals approved before the new law takes effect

The pet bond element to these rules give landlords additional financial protection while also maintaining fairness and transparency for tenants.

Disability Assistance Dogs

It's important to note disability assist dogs are not considered to be pets under the RTA. They are excluded from the pet consent and pet bond requirements. Permission is not needed, and a pet bond cannot be charged for these dogs.





THE PET REQUEST PROCESS

With any new tenancy law, process is key. The following steps help ensure landlords and tenants stay compliant:

- 1 Review tenancy agreement clauses to confirm pet terms are clear
- 2 The tenant submits a written request to keep a pet
- 3 The landlord acknowledges receipt and provides a pet application form
- 4 The tenant completes the form with all required details
- 5 The landlord reviews the application and communicates a timeframe for decision
- 6 A written decision is provided within 21 days of the original request
- 7 If approved, the landlord outlines reasonable conditions and any pet bond requirements
- 8 The tenant accepts these terms, and the bond is lodged with Tenancy Services

Landlords can seek advice from their Ray White property manager or visit [tenancy.govt.nz](https://www.tenancy.govt.nz) for approved forms and further guidance.



WHAT IF MY TENANT ALREADY HAS A PET?

If a tenant already has a lawful pet before the new rules take effect, they will not need to seek consent again for that pet. Landlords cannot introduce new conditions or charge a pet bond for existing animals once the legislation begins.

Tenants become fully responsible for any pet-related damage beyond fair wear and tear. If they wish to add another pet in future, the standard application and approval process will apply, including any reasonable conditions or a pet bond.





WHAT ARE REASONABLE CONDITIONS FOR APPROVAL?

When granting permission, landlords can attach reasonable conditions to ensure the pet is kept responsibly. Common examples include:

- Restraining the pet during inspections or maintenance
- Professional carpet cleaning at the end of the tenancy
- Compliance with all council bylaws
- End-of-tenancy flea treatment
- Payment of a pet bond (up to two weeks' rent)
- Prompt removal of pet waste

Conditions should always reflect the specific property and pet, and be proportionate to the situation. When in doubt, seek advice to ensure conditions are fair and legally sound.



WHAT ARE REASONABLE GROUNDS FOR DECLINING?

Landlords may decline a pet application if reasonable grounds exist, however, they must be based on genuine issues such as legal precedent, property suitability, or safety concerns. These may include:

- The application is incomplete or lacks key information
- The pet has a history of aggression or property damage
- The property lacks suitable fencing or outdoor space
- Body corporate rules or local bylaws prohibit pets
- The number or type of pets is excessive for the property
- The tenant has previously breached pet-related conditions

Any request should be assessed on a case-by-case basis as blanket refusal rules do not apply, and they can be easily challenged at the Tenancy Tribunal.





RISKS OF GETTING IT WRONG

Failing to follow the new rules can expose landlords to possible Tenancy Tribunal action and exemplary damages. Key areas where such fines are possible (up to \$1,500 for each breach) include:

- Failure to respond to a pet application within 21 days
- Refusing a pet without reasonable grounds
- Imposing unfair or excessive conditions for acceptance
- Requesting a pet bond when it may not apply, or one that is above the amount allowed

To minimise risk, landlords should document every step, retain written records of all applications and decisions, and make sure any refusals or conditions are backed by clear evidence. Your Ray White property manager can assist with templates and guidance to ensure compliance.





BEST PRACTICE - MINIMISE RISK AND PROTECT YOUR INVESTMENT

Allowing pets in rental properties can bring many benefits by opening up the pool of available tenants and attracting longer-term tenancies. Risks can be managed effectively through clear communication, documentation, and proactive management. Key steps include:

- **Screen tenants carefully:** Check references, conduct thorough vetting, and review any history of property or pet-related issues
- **Use clear tenancy clauses:** Outline pet responsibilities and any approval conditions within the tenancy agreement
- **Define 'pet' clearly:** Tenancy law doesn't define what constitutes a pet, so agree with the tenant on a shared definition for your circumstances and include it within the tenancy or pet agreement
- **Document applications and decisions:** Keep written records of all requests, responses, and agreed conditions
- **Inspect and record regularly:** Complete regular routine inspections (usually every three months) with notes and photos to track the property condition
- **Set fair conditions:** Be clear about cleaning, waste disposal, and end-of-tenancy treatment expectations
- **Manage pet bonds correctly:** Lodge and adjust bonds properly, and refund them when appropriate
- **Act promptly on breaches:** Address damage, nuisance, or property issues quickly and in writing

By following these practices, landlords can balance tenant rights with sound property management, protect their investment, and reduce the likelihood of disputes.





HOW CAN WE HELP?

Ray White property managers are across the new legislation and equipped to guide landlords through every step of the pet application process. From advising on reasonable conditions to ensuring compliance with timeframes, our team can help you minimise risk while maintaining positive tenant relationships.

For tailored advice, speak with your Ray White property manager or visit tenancy.govt.nz for more information.

Disclaimer

This guide is provided for general information only and does not constitute legal, insurance, or professional advice. Every property and situation is different, and landlords remain responsible for ensuring their own compliance with the Residential Tenancies Act, insurance policy requirements, and any other relevant laws or regulations.

