



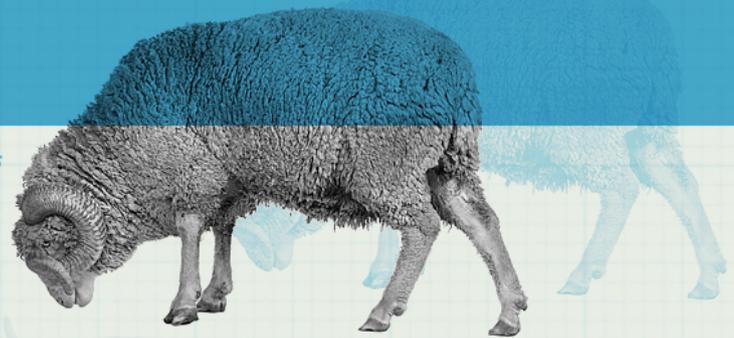
Equus caballus



Bos taurus

RSPCA Victoria submission to the Residential Tenancies Act Review Options Discussion Paper

09.02.2017



Ovis aries



Canis lupus familiaris



Felis catus

RSPCA Victoria welcomes the opportunity to contribute to the review of the Residential Tenancies Act, and is pleased to see that mechanisms to encourage landlords to accept pets have been included in the Options Discussion Paper.

RSPCA Victoria position

RSPCA Victoria would like to reiterate our belief that simple changes to the current Act will substantially improve the welfare of pets and their owners, without creating unreasonable risk or onerous management requirements for property owners.

Tenants should have the right to own a pet and landlords should not be able to include a 'no pets' clause in rental agreements.

Option 5.3A - An optional pet bond lodged with the RTBA

RSPCA Victoria is supportive of this option as it assists with facilitating pet ownership in rental properties. However, the cost of the pet bond should be reasonable and there should be the option to pay the pet bond quarterly to allow lower-income tenants to afford this additional cost.

Option 5.3B - Optional pet consent clauses in standard prescribed tenancy agreement

RSPCA Victoria prefers alternative option 5.3A.

Option 5.4 - A 'no pets' clause is unenforceable if it is unreasonable

RSPCA Victoria does not believe that landlords should be able to include a 'no pets' clause in a rental agreement.

Tenants are required to adhere to local government laws relating to the types of animals that can be housed in certain areas of the municipality and should not be restricted by landlord preferences which may be unfounded.

We are unaware of a residence type where a 'no pets' clause would be reasonable. For example, in a residence without a yard, small animals, cats and some dogs may be suitable. Discriminating against all pets when the pre-determined suitability is based only on animal type, size and the nature of the rented premises is unreasonable because it doesn't consider negating variables such as the owner's circumstances (i.e. the owner is home a lot and can walk a high-energy dog regularly), animal socialisation, training and behaviour and breed suitability to different circumstances.

RSPCA Victoria is strongly opposed to this option.

Recommendation

As outlined above, RSPCA Victoria recommends adoption of Option 5.3A as this is the only option that provides for the right of a tenant to own a pet while also protecting landlord investment.