

**TENANCY TRIBUNAL AT REMOTE LOCATION | TE TARAIPUNARA
RETIHANGA**

APPLICANT: [The applicant/s]

Tenant

RESPONDENT: [The respondent/s]

Landlords

TENANCY ADDRESS: [Tenancy address suppressed]

ORDER

1. The name and all identifying details of the Tenant and Landlords are suppressed.
2. The tenancy agreement between the parties is varied to record that the Tenant may keep Sadie, the Border Collie/Header dog at the premises.
3. The following conditions apply:
 - (a) The Tenant must pay a pet bond of two weeks rent immediately.
 - (b) The Tenant must supervise the dog every time it is in a communal area.
 - (c) The Tenant must have the carpets professionally cleaned and treated for fleas at the end of the tenancy.
4. The Landlords must pay \$28 (the amount of the filing fee) to the Tenant immediately.

REASONS

The new pet consent law

1. From 1 December 2025, tenants may make a written request to keep a pet in a rental property.¹ Landlords cannot unreasonably withhold consent.² Where

¹ Residential Tenancies Act 1986, sections 42C(1)(a) and 42E(1).

² Residential Tenancies Act 1986, section 42E(4)(a)

consent is given, a landlord can set reasonable conditions that apply to that consent.³

The claim

2. The Tenant has adopted Sadie, a Border Collie/Header puppy. Sadie currently lives at the Tenant's parent's house. She wants to keep the dog at the premises. The Tenant has a chronic illness and considers that the dog will reduce her isolation and help improve her medical and physical health.
3. The Landlords have refused consent. They are concerned that the premises are not suitable due to the risk of noise transference between the Tenant's premises and the tenancy below. The Tenant has therefore applied to the Tribunal for orders enabling her to keep Sadie at the premises.

Relevant background facts

The dog

4. Sadie is a Border Collie/Header cross puppy. The Tenant says that she is quiet by nature, and that the breed is also quiet and are not known as a breed of dog that barks.

The premises

5. The premises are the top floor of a two-level building in [address redacted]. The building was a family home. The Landlords have converted what was a garage and rumpus room into one bedroom ground floor apartment. That apartment is currently occupied by a surgeon who works at Wellington Hospital. The Landlords tell me that the surgeon works long hours, and they want to be careful to ensure that he is not unreasonably disturbed while at home.
6. The Tenant's premises have three bedrooms and an outdoor deck. The kitchen, bathroom and laundry have hard flooring. The rest of the premises are carpeted.
7. There is a dedicated outdoor area for the premises. That outdoor area is not directly accessible from the premises. It seems that the Tenant must cross a shared space to access that outdoor area.

The Tenant's request

8. The Tenancy started on 29 January 2025. On 6 March 2026, the Tenant made a written request for consent to keep the dog at the premises.

The Landlord's response

9. The Landlords responded that day. The Landlords do not appear to have made any inquiry as to the breed or characteristics of the dog. Instead, they declined consent, saying:

³ Residential Tenancies Act 1986, section 42C(1)(b) and section 42G.

“Unfortunately, the property isn’t suitable for pets, having two homes within the same house, and no direct access to fully fenced outdoor areas:”

10. The Tenant responded, asking whether there was anything she could do to address the Landlords’ concerns, including by supervising the dog and ensuring that its crate was kept in her bedroom, which was directly above the garage.

11. The Landlords responded against saying:

“I’m so sorry, [name redacted]. I know this is disappointing. But the answer is no.”

12. Again, the Landlord does not appear to have made any inquiries as to the characteristics or breed of the dog.

13. On 7 March 2026, the Tenant contacted the Landlords again, asking for an explanation as to what the Landlords’ reasonable grounds for withholding consent were. The Tenant considered that the Landlords had not provided a proper explanation of the reasonable grounds that they relied upon to decline her request.

14. The Landlord’s responded on 11 March 2026, stating:

The property at [address redacted] was originally one, two story, family home, with living spaces upstairs and garaging etc downstairs. In 2021 and 2022 we created a one-bedroom apartment downstairs, meeting and exceeding all council specifications, and healthy homes requirements for a rental property. However, because the house was not initially purpose-built for multiple dwellings, there is less space between the floors of the property, and it is not as sound-proofed as other apartments/ flats etc which have originally been built as such.

We therefore go to great lengths to be confident we have the best possible tenants, to ensure minimal disturbance for their upstairs/downstairs neighbours. To the extent that we forgo what would be very easy renting to couples for the one-bedroom downstairs unit, seeking only single tenants to reduce the possible noise they create that could potentially disturb the upstairs tenants. And we work hard to find people who look to be a really good fit for the intimate closeness to their upstairs/downstairs neighbour/s, ie respectable, quiet tenants whose references support these characteristics. This has often meant many weeks without rental income. You will no doubt recall we went through a similarly lengthy and thorough process prior to renting to you, [names redacted] a couple of years ago.

Adding a dog into the upstairs home will, without doubt, at some stage cause disturbance/sound transference downstairs (noise from above is always more of an issue between floors, than down to up). Any dog will naturally make noises. Running, and playing. Claws clacking on flooring. And barks and yelps and whimpers being their only language.

Supplementally, although there is a small fenced outdoor area available for the upstairs unit, there is no direct access door from the dwelling. Because this small yard was originally part of a continuous outdoor area associated with the entire house, this space also directly abuts and encroaches on the outdoor space

associated with the downstairs apartment, and is directly and only minimally (cm's) above the apartment's bedroom with full width glass doors.

The relevant law

15. The relevant law (the pet consent rules) is in sections 42E, 42F and 42G of the Residential Tenancies Act 1986:

42E Written consent for tenant to keep pet

- (1) If the tenant makes a written request to the landlord for consent for the tenant to keep a pet on the premises, the landlord must respond in writing within 21 days of receiving the request.
- (2) The landlord's response must include—
 - (a) the landlord's decision on whether consent is given or refused; and
 - (b) if consent is given, any reasonable conditions attached to the consent; and
 - (c) if consent is refused, the grounds for the refusal.
- (3) The landlord's response may set out details of—
 - (a) which pet or pets the consent applies to (for example, a specific pet, pets generally, a specified number of pets, or a specified type or breed of pet); and
 - (b) reasonable requirements relating to the characteristics of the pet or pets (for example, relating to size or breed).
- (4) The landlord must not—
 - (a) refuse consent without reasonable grounds; or
 - (b) attach an unreasonable condition to the consent.
- (5) A landlord who, without reasonable excuse, fails to comply with subsection (1) commits an unlawful act.
- (6) A landlord who fails to comply with subsection (4)(a) commits an unlawful act.

42F Reasonable grounds for prohibiting tenant from, or refusing tenant consent for, keeping pet

For the purposes of sections 42D and 42E, reasonable grounds for prohibiting a tenant from keeping a pet in a tenancy agreement or refusing consent for a tenant to keep a pet include the following (for example):

- (a) the premises are not suitable for the pet or pets (for example, because of the size or fencing of the premises, or other unique features of the premises);
- (b) a rule or bylaw applying to the premises under this Act or other legislation prohibits the pet or pets from being kept on the premises;
- (c) the tenant has not complied with relevant bylaws relating to the pet or type of pet;
- (d) the pet or pets are not suitable for the premises—
 - (i) due to the number of pets; or

- (ii) due to their size or type (for example, their species or breed);
or
 - (iii) due to their propensity for causing damage to premises or disruption to other persons residing in the neighbourhood; or
 - (iv) because they include a dog that has been classified as dangerous or menacing under the Dog Control Act 1996; or
 - (v) because there is good reason to believe they have previously attacked persons, livestock, or other pets:
- (e) the tenant has not agreed with a reasonable condition to which the landlord proposes to make the tenancy agreement or the consent subject:
- (f) the tenant has previously failed to comply with a reasonable condition relating to the tenant keeping a pet.

42G Reasonable conditions relating to tenant keeping pet

- (1) For the purposes of sections 42C to 42F, a condition relating to a tenant keeping a pet that is set out in a tenancy agreement or attached to a landlord’s consent must be reasonable having regard to the nature of the premises and the type of pet or pets to which it applies.
- (2) Reasonable conditions may include the following (for example):
- (a) a condition that the tenant agree to pay an amount of pet bond set by the landlord in accordance with section 18AA (and agree to a variation of the tenancy agreement under section 13B to that effect):
 - (b) a condition requiring a pet or pets to be restrained while a landlord lawfully enters the premises:
 - (c) if a pet is allowed inside the premises, a condition requiring the carpets in the premises to be cleaned to a professional standard at the end of the tenancy.
- (3) Subsection (2) is subject to subsection (1).

The purpose of the pet consent rules

16. The text of the pet consent rules is clear. The pet consent rules enable tenants to keep pets, while providing landlords with the ability to impose reasonable conditions or refuse consent where there are good grounds to do so.
17. But the text leaves important questions of statutory interpretation unanswered. Parliament has recognised that interpretation of these rules will be required, and that the Tribunal, as the “arbiter of tenancy law” will be left to interpret how these new rules apply in practice.⁴ To do that, the Tribunal must also look to the purpose of the pet consent rules.

⁴ (10 December 2024) 708 NZPD (Residential Tenancies Amendment Bill – Committee of the House, Chris Bishop) at 8008

18. That is because the meaning of an enactment must be ascertained from its text and in the light of its purpose.⁵ As the Supreme Court stated in *Commerce Commission v Fonterra*, text and purpose are the two main drivers of statutory interpretation.⁶ The Court also stated that “[e]ven if a meaning of any text may appear plain in isolation of purpose, that meaning should always be cross checked against purpose in order to observe the dual requirements of s 5.”⁷ When determining Parliament’s intention, it is also permissible to look to the legislative history of a provision, including parliamentary speeches.
19. When I look to the text of the pet consent rules and the relevant legislative history, Parliament’s intention becomes clear.
20. The pet consent rules are an intentional move away from blanket “no pet” policies and are intended to enable tenants to have pets, while enabling a landlord to decline consent – but only where it is reasonable to do so.
21. The pet consent rules recognise the benefits that humans receive from keeping pets, including by aiding stability and social life for many people and being important for friendship, fellowship, and mental health. The pet consent rules are a deliberate “reversion of the status quo”, a reversal of the presumption against tenants having pets. Parliament intended to make it easier for tenants to have pets.^{8 9}
22. Parliament has balanced these new permissive rules with other rules enabling a landlord to impose reasonable conditions (including a pet bond), or to withhold consent altogether where there are reasonable grounds to do so. What is clear though is that the starting point for these new rules is that pets are permitted, with the landlord only able to refuse consent, or impose conditions, where reasonable.

The two-stage approach to assessing reasonableness

23. This claim is about reasonable grounds for refusing consent for a pet. When considering whether a landlord has unreasonably refused consent, I consider that a two-stage assessment is required.
24. The first stage is a factual assessment. Why was the consent withheld, and what were the reasons given for the refusal of consent?
25. The second stage is an assessment of the reasonableness of that decision - whether the reasons given provide reasonable grounds for withholding consent

⁵ Interpretation Act 1991, section 5(1).

⁶ *Commerce Commission v Fonterra Co-Operative Group Ltd* [2007] NZSC 36, [2007] 3 NZLR 767 at [22].

⁷ At [22]

⁸ (10 December 2024) 708 NZPD (Residential Tenancies Amendment Bill – Committee of the House, Chris Bishop) at 8008

⁹ (10 December 2024) 708 NZPD (Residential Tenancies Amendment Bill – Third Reading, Chris Bishop) at 8082

This can be approached by asking whether a reasonable landlord, having regard to the text and purpose of the pet consent rules, could withhold consent.

26. This two-stage approach is consistent with Supreme Court and Court of Appeal case law relating to the other entitlements to withhold consent, subject to a general reasonableness limitation.¹⁰

The relevant principles that apply to the second stage assessment

27. The second stage of the assessment of the reasonableness of the landlord's decision should not be constrained by rigid rules. What is reasonable will differ in each case and should be determined with reference to the facts of the case and the text and purpose of the pet consent rules, and the principles derived from that text and purpose.
28. In the circumstances of this case, the following principles can be taken from the text and purpose of the pet consent rules to assist in determining whether the Landlord's refusal of consent was reasonable. This is not an exhaustive list of all principles that may apply to the pet consent assessment. Other relevant principles will need to be addressed as they arise in other cases, and some of these principles may not be relevant in other cases. But these are the principles that apply in this case.

Landlord should consider requests in good faith

29. A landlord must consider the request, must respond in writing,¹¹ cannot not refuse consent without reasonable grounds¹² or attach an unreasonable condition.¹³ This means a landlord should have an open mind and consider each request in good faith - with honesty, fairness, reasonableness, and the absence of ulterior motive or impropriety.

Landlord must consider the premises and the particular pet

30. Where a tenant requests consent for a particular pet, consideration of the request requires an assessment of the premises and that pet. Parliament has intentionally used the definitive article when drafting the pet consent rules. Section 42F specifically refers to "the pet", and "the premises".
31. Dogs provide a useful example for why this case-by-case assessment is required. A property may not necessarily be unsuitable for a dog just because it is unfenced or small. An unfenced and/or small property may still be suitable for a small, well-behaved, house-trained dog but may be unsuitable for another. Just as a large

¹⁰ For example, *Greymouth Gas Kamiro Ltd v GXL Royalties Ltd* [2010] NZSC 117, [2011] 1 NZLR 289 and *Liow v Martelli* [2026] NZCA 101

¹¹ Residential Tenancies Act 1986, section 42E(1)

¹² Residential Tenancies Act 1986, section 42E(4)(a)

¹³ Residential Tenancies Act 1986, section 42E(4)(b)

and fenced property might be suitable for one dog, but unsuitable for a different dog.

32. Likewise, the property will not necessarily be unsuitable due to the proximity of neighbours and/or the potential for barking. Again, what is required is an assessment of the premises, its neighbourhood, and of the dog, its breed, its training and its propensity to bark.
33. This will always be a case-by-case assessment. Decisions like this, and other decisions of the Tribunal and Courts, can provide guidance as to the principles that apply to any pet consent assessment, but the factors that need to be considered, and the outcome of the assessment in each case, will be fact dependant.

Grounds relied upon by a landlord should be more than hypothetical

34. Given Parliament's clearly signalled reversion of the status quo to now enable tenants to keep pets and the need to focus on the suitability of the particular pet and premises, reasonable grounds cannot be established by theoretical possibilities or generalised concerns alone. Any grounds relied upon by a landlord should be supported by a rational evidential foundation, properly connected to the particular pet, the premises, and the relevant circumstances.

Landlord should consider whether conditions, including conditions proposed by the tenant, could mitigate any identified concerns

35. Where a landlord has concerns about the pet or the suitability of the premises for that pet, the landlord should nonetheless consider whether its concerns can be adequately mitigated by the payment of a pet bond and/or the imposition of other reasonable conditions, including conditions proposed by the tenant.
36. This is consistent with the text and purpose of the pet consent rules. The starting point is that pets are permitted, and a landlord may withhold consent, but only on reasonable grounds. A good faith assessment of the tenant's request to keep a pet should include consideration of whether reasonable conditions can mitigate the landlord's concerns.
37. If reasonable conditions do not address the landlord's concerns, then there will be reasonable grounds to refuse consent. But if reasonable conditions can address the landlord's concerns, consent should be given on those conditions.

My assessment

First stage – the reasons given for refusal

38. Distilled to its essence, the Landlords' reason for declining consent is that they consider the premises to be unsuitable for a dog due to risk of the dog creating noise and disturbing the downstairs tenant by:

(a) noise transference through the floor to the premises below; and

(b) disturbance caused by the dog using the outdoor area assigned to the Tenants' premises due to proximity between that outdoor area and the downstairs premises.

39. At the hearing, the Landlords confirmed that their principal ground for refusing consent was the risk of noise transference between the upstairs and downstairs premises.

Second stage – assessment of the reasonableness of the grounds for refusal

40. The starting point of my assessment is that this dog should be allowed, unless good grounds existed to decline consent. If reasonable grounds did not exist, then the refusal of consent will be unlawful.¹⁴

41. Although I find that the Landlords have tried to act in good faith, in the sense that they have the interests of their other tenant (as the Landlords perceive them to be) in mind, I am not satisfied that the grounds for their refusal are reasonable in all the circumstances. That is because the Landlords concerns are not demonstrably connected to evidence that the presence of this dog will lead to an increase in noise at these premises above what already exists, or above what is otherwise reasonable.

42. Noise transference already occurs. During the hearing, the Landlords said that the downstairs tenant can sometimes hear normal conversations that occur upstairs, particularly if the Tenant and other occupants are in the kitchen. So, the dog will not be the cause of any new problem. The noise transference exists already and seems to be caused by the design of the premises rather than any unreasonable conduct by the Tenant or other occupants. The evidence presented shows that both the upstairs and downstairs tenants living in this property are comfortable with the existing noise transference.

43. There is also no cogent evidence to demonstrate that this dog may lead to noise transference to a greater extent than already exists, or to any further extent such that any downstairs tenant's quiet enjoyment will be adversely affected. The evidence I heard is that this is a quiet dog. The Landlords produced no evidence to the contrary.

44. Undoubtedly the dog will make some noise. All dogs do. But I am not satisfied that the Landlords had reasonable grounds for believing that this dog would make such noise that it was unsuitable for the premises. They had a generalised concern about noise, but that concern was not connected to evidence that this particular dog would create excessive noise, or to any other circumstance of the case sufficient to make the refusal of consent reasonable. Instead, I am left with the real impression that the Landlords simply believe that these premises are unsuitable for all dogs, and their refusal proceeded on that basis.

¹⁴ Residential Tenancies Act 1986, section 42E(6)

Outcome

45. The Landlord has refused consent to keep the dog, without reasonable grounds, and has therefore committed an unlawful act.¹⁵ But I decline to award exemplary damages.¹⁶
46. These are new rules, and I suspect many landlords and tenants are grappling with the proper interpretation of the rules. Until these rules are entrenched and understood, the Tribunal should be slow to award exemplary damages where a party has tried to act in good faith, as the Landlords have here.
47. Instead, in accordance with the general principles of the law and the substantial merits and justice of the case, I order that the tenancy agreement between the parties is varied to record that the Tenant may keep the dog.
48. I impose the following conditions on that consent:
 - (a) The Tenants must pay a pet bond of two weeks rent.
 - (b) The Tenant must supervise the dog every time it is in a communal area.
 - (c) The Tenants must have the carpets professionally cleaned and treated for fleas at the end of the tenancy.
49. These are all reasonable conditions in the circumstances of this case.
50. In making these orders, I note that any pet consent remains subject to the general rules in the Residential Tenancies Act. For example, if this dog proves to be disruptive, or unreasonably damages the premises, the Landlord may rely on other sections of the Act to apply to the Tribunal for a remedy. I have also imposed no conditions relating to the Tenant's general obligations to clean the premises or facilities, notify the Landlord of damage and not interfere with the reasonable peace, comfort, or privacy of the Landlord's other tenants or any other person residing in the neighbourhood. Those obligations already exist in the Residential Tenancies Act and apply regardless of any order I may make.

Name suppression and filing fee

51. The Tenant has been successful in her application. She is entitled to recover the filing fee and to name suppression. I also allow name suppression for the Landlords. They are only before the Tribunal due to uncertainty as to the proper interpretation of these new rules. The public interest lies in suppressing their names.

¹⁵ Residential Tenancies Act 1986, section 42E(6)

¹⁶ The Tribunal may award exemplary damages of up to \$1,500 where a landlord refuses consent without reasonable grounds.

B Carter
6 May 2026

Please read carefully:

Visit justice.govt.nz/tribunals/tenancy/rehearings-appeals for more information on rehearings and appeals.

Rehearings

You can apply for a rehearing if you believe that a substantial wrong or miscarriage of justice has happened. For example:

- you did not get the letter telling you the date of the hearing, **or**
- the adjudicator improperly admitted or rejected evidence, **or**
- new evidence, relating to the original application, has become available.

You must give reasons and evidence to support your application for a rehearing.

A rehearing will not be granted just because you disagree with the decision.

You must apply within five working days of the decision using the Application for Rehearing form: justice.govt.nz/assets/Documents/Forms/TT-Application-for-rehearing.pdf

Right of Appeal

Both the landlord and the tenant can file an appeal. You should file your appeal at the District Court where the original hearing took place. The cost for an appeal is \$260. You must apply within 10 working days after the decision is issued using this Appeal to the District Court form: justice.govt.nz/tribunals/tenancy/rehearings-appeals

Grounds for an appeal

You can appeal if you think the decision was wrong, but not because you don't like the decision. For some cases, there'll be no right to appeal. For example, you can't appeal:

- against an interim order
- a final order, or the failure to make an order, where the amount in dispute on appeal is less than \$1000
- a final order to undertake work, or the failure to make an order, where the value of the work in dispute on appeal is less than \$1000.

Enforcement

Where the Tribunal made an order about money or property this is called a **civil debt**. The Ministry of Justice Collections Team can assist with enforcing civil debt. You can contact the collections team on **0800 233 222** or go to justice.govt.nz/fines/civil-debt for forms and information.

Notice to a party ordered to pay money or vacate premises, etc.

Failure to comply with any order may result in substantial additional costs for enforcement. It may also involve being ordered to appear in the District Court for an examination of your means or seizure of your property.

If you require further help or information regarding this matter, visit tenancy.govt.nz/disputes/enforcing-decisions or phone Tenancy Services on 0800 836 262.

Mēna ka hiahia koe ki ētahi atu awhina, kōrero ranei mo tēnei take, haere ki tenei ipurangi tenancy.govt.nz/disputes/enforcing-decisions, waea atu ki Ratonga Takirua ma runga 0800 836 262 ranei.

A manaomia nisi faamatalaga poo se fesoasoani, e uiga i lau mataupu, asiasi ifo le matou aupega tafailagi: tenancy.govt.nz/disputes/enforcing-decisions, pe fesootai mai le Tenancy Services i le numera 0800 836 262.