

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

APPLICANT: [The Tenant]  
Tenant

RESPONDENT: [The Landlord]  
Landlord

TENANCY ADDRESS: [The tenancy address]

**ORDER**

1. The name and identifying details of the Landlord and Tenant are suppressed.
2. The Tenant's application is dismissed.

**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.<sup>1</sup> Landlords cannot unreasonably withhold consent.<sup>2</sup> These rules apply to all residential tenancies, including those that commenced before 1 December 2025.

**The claim**

2. This tenancy started in May 2020. The tenancy agreement says that the tenant cannot keep pets at the premises without the Landlord's prior written consent.
3. In about January 2026, and without telling the Landlord, the Tenant adopted a dog. On 5 March 2026, the Landlord then discovered the dog's presence at the

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<sup>1</sup> Residential Tenancies Act 1986, sections 42C(1)(a) and 42E(1).

<sup>2</sup> Residential Tenancies Act 1986, section 42E(4)(a)

premises and has issued a 14-day notice requiring the Tenant to remove dog from the premises.

4. The Tenant has now applied for orders that she be allowed to keep her dog at the premises. The Landlord has refused consent.

### **Relevant background facts**

#### *The dog*

5. Meeko is a seven-month-old Staffordshire Bull Terrier/Labrador cross dog. The Tenant says that she expects Meeko to weigh about 25 kilograms when fully grown.

#### *The premises*

6. The premises are a three-bedroom house. Three sides of the backyard are fenced, the other side has a mature hedge with a gate. The kitchen, laundry, toilet and bathroom have hard flooring. The rest of the premises are carpeted.

#### *The Landlord's visit*

7. The owner of the premises visited went to the premises on 5 March 2026 to conduct spraying. He did not attend the hearing but was represented by his property manager. The property manager has provided an email from the owner dated 19 March 2026. In that email, the owner records his recollection of the visit on 5 March 2026.
8. He says that as soon as he opened the gate, the dog started barking and ran out of the house to "greet" him. The owner says that he then noticed dog poo on the lawn at the front of the house. He says that he told the Tenant that he was unhappy about the dog being present, and the dog poo was one of the reasons why. The owner says that he then found more dog poo around the back of the house, and more on the path by the front gate. He also says that he noticed a small "spade thing" full of dog poo in the driveway.

#### *The Tenant's request*

9. Following the owner's visit, on about 5 March 2026, the Tenant made a written request for consent to keep the dog at the premises. She advised the Landlord that the dog lives indoors and is supervised when outside and that she was willing to agree to additional conditions such as professional carpet cleaning and flea treatment at the end of the tenancy and ensuring the property and section remain well maintained.

#### *The Landlord's response*

10. The Landlord responded on about 12 March 2026. Its grounds for refusing consent to keep the dog were:

“As per the terms of your tenancy agreement, pets are not permitted at the property without the landlord’s written consent. Unfortunately, the owners are not willing to approve a dog at the property and the expectation remains that the dog is removed.”

11. At the hearing, the Landlord’s property manager provided further explanation for why the Landlord declined consent. She advised that the Landlord was concerned that:
  - (a) The Tenant is not generally a tidy tenant and is therefore likely to be an untidy dog owner.
  - (b) The premises are not suitable for a dog of this size. The garden is not large, and the hedge is not a barrier.
  - (c) The dog was not adequately restrained when the Landlord and property manager visited, which raised safety concerns.

### **The relevant law**

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

#### **42C When tenant may keep pet**

- (1) A tenant may keep a pet on the premises—
  - (a) if the tenancy agreement provides that the tenant may keep the pet or the landlord gives written consent to the tenant keeping the pet; and
  - (b) in accordance with any reasonable conditions set out in the tenancy agreement or attached to the consent (**see** section 42G regarding reasonable conditions).
- (2) A tenant who keeps a pet but fails to comply with subsection (1)(a) commits an unlawful act.
- (3) See section 49B(1)(c) regarding the tenant’s liability for destruction or damage as a result of a pet being kept on the premises.

#### **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**

13. 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.
14. 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.<sup>3 4</sup>
15. 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**

16. 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.
17. The first stage is a factual assessment. Why was the consent withheld, and what were the reasons given for the refusal of consent?
18. The second stage is an assessment of the reasonableness of that decision - whether the reasons given provide reasonable grounds for withholding consent. 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.

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<sup>3</sup> (10 December 2024) 708 NZPD (Residential Tenancies Amendment Bill – Committee of the House, Chris Bishop) at 8008

<sup>4</sup> (10 December 2024) 708 NZPD (Residential Tenancies Amendment Bill – Third Reading, Chris Bishop) at 8082

19. 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.<sup>5</sup>

**The relevant principles that apply to the second stage assessment**

20. 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.
21. 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*

22. A landlord cannot just say no. A landlord must consider the request, must respond in writing,<sup>6</sup> cannot not refuse consent without reasonable grounds<sup>7</sup> or attach an unreasonable condition.<sup>8</sup> 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 a request even when pet is already at premises*

23. Even if a tenant has committed an unlawful act by keeping a pet without consent, the landlord must consider a request to keep that pet at the premises. Nothing in the pet consent rules prohibits a request for consent being made in these circumstances.

*Grounds relied upon by a landlord should be more than hypothetical*

24. 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.

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<sup>5</sup> For example, *Greymouth Gas Kamiro Ltd v GXL Royalties Ltd* [2010] NZSC 117, [2011] 1 NZLR 289 and *Liow v Martelli* [2026] NZCA 101

<sup>6</sup> Residential Tenancies Act 1986, section 42E(1)

<sup>7</sup> Residential Tenancies Act 1986, section 42E(4)(a)

<sup>8</sup> Residential Tenancies Act 1986, section 42E(4)(b)

*Landlord may consider tenant's compliance with pet related obligations under the Residential Tenancies Act*

25. A landlord is entitled to consider whether a tenant will comply with pet related obligations under the Residential Tenancies Act and any reasonable conditions that the landlord may impose. The Residential Tenancies Act obligations, including the obligation to keep the premises reasonably clean and tidy,<sup>9</sup> not to intentionally or carelessly damage the premises,<sup>10</sup> and not to interfere with the reasonable peace, comfort and privacy of neighbours,<sup>11</sup> all protect the legitimate interests of landlords and others in the neighbourhood.
26. Part of the bargain between the landlord and tenant where pet consent is granted is that the landlord can reasonably expect that the tenant will comply with their obligations relating to the pet. Any genuine and evidence-based concerns about non-compliance with these obligations can be taken into account when determining whether consent should be granted.

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

27. 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.
28. 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.
29. 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*

30. As set out at paragraphs 10 and 11 above, the Landlord declined consent on the grounds that the tenancy agreement did not allow pets without consent and that the Landlord was concerned about the Tenant's ability to restrain the dog, to keep the premises clean, the potential for damage to the premises and the suitability of the premises for the dog.

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

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<sup>9</sup> Residential Tenancies Act 1986, section 40(1)(c)

<sup>10</sup> Residential Tenancies Act 1986, section 40(2)(a)

<sup>11</sup> Residential Tenancies Act 1986, section 40(2)(c)

31. The permissible grounds for refusing a pet are relatively narrow and include factors such as the suitability of the pet, the suitability of the premises or a tenant's failure to comply with relevant Residential Tenancies Act obligations.
32. It is this last point that is most important in this case. This may well have been a situation where it would have been appropriate to allow the dog, subject to conditions, including paying a pet bond, ensuring the pet was restrained when the Landlord was lawfully on the premises, making appropriate minor changes to ensure the dog was contained when outdoors, and professional cleaning of the carpet at the end of the tenancy.
33. But for those conditions to be effective, the Tenant must comply with them and other relevant obligations under the Residential Tenancies Act. Landlords are entitled to expect that tenants who keep a pet will comply with all relevant Residential Tenancies Act obligations and conditions regarding that pet.
34. In this case, there is a real risk that the Tenant will not comply with reasonable conditions or with her general obligations under the Residential Tenancies Act with respect to the dog. That is because the evidence shows that the Tenant has already breached two relevant obligations.
35. First, the Tenant moved the dog into the premises without the Landlord's consent. That is an unlawful act,<sup>12</sup> for which exemplary damages of up to \$750 can be awarded.<sup>13</sup>
36. That may not have been fatal to her application if that had been the only breach. But the evidence shows that the Tenant did not then keep the premises clean while the dog was there.
37. A tenant must keep the premises (including any lawn or garden area) reasonably clean and reasonably tidy.<sup>14</sup> The Tenant says she supervised the dog whenever it was outdoors. Despite this supervision, she did not then clean up after the dog. The Landlord's evidence was that there was dog poo at the front and back of the house and on a pathway when he visited and discovered the dog. This was not disputed by the Tenant.
38. In my assessment, the Tenant was required to routinely remove the dog waste from the ground to ensure that she complied with her obligation to keep the premises reasonably clean and tidy. Based on the Landlord's evidence, she did not do that.
39. The Landlord's refusal of consent was therefore reasonable. The Landlord had genuine and evidence-based concerns about the Tenant's compliance with her obligations under the Residential Tenancies Act relating to the dog. The Tenant

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<sup>12</sup> Residential Tenancies Act 1986, section 42C(2).

<sup>13</sup> Residential Tenancies Act 1986, Schedule 1A.

<sup>14</sup> Residential Tenancies Act 1986, section 42(1)(c).

had failed to comply with her obligation to obtain consent before keeping the dog and then did not keep the premises reasonably clean and tidy. Given that non-compliance, the Landlord was entitled to be sceptical about the Tenant's future compliance with her Residential Tenancies Act obligations or any conditions that may have been attached to any pet consent.

**Outcome**

- 40. The Tenant's application is dismissed.
- 41. I make no orders relating to the removal of the dog. The Landlord has not filed a claim seeking any orders. If the parties cannot agree, the Landlord will need to bring a separate claim if it seeks orders from the Tribunal relating to the removal of the dog.

**Name suppression**

- 42. The Landlord has successfully defended the Tenant's claim. It is entitled to name suppression. I also suppress the Tenant's name and identifying details. Tenants and landlords are grappling with the proper interpretation of these new laws, and I suspect that this uncertainty has contributed to the Tenant bringing this claim to the Tribunal.



B Carter  
19 May 2026

**Please read carefully:**

Visit [justice.govt.nz/tribunals/tenancy/rehearings-appeals](https://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](https://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](https://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](https://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.

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If you require further help or information regarding this matter, visit [tenancy.govt.nz/disputes/enforcing-decisions](https://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](https://tenancy.govt.nz/disputes/enforcing-decisions), waea atu ki Ratonga Takirua ma runga 0800 836 262 ranei.

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