

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

APPLICANT: [The applicant/s]
Tenant

RESPONDENT: [The respondent/s]
Landlord

TENANCY ADDRESS: [Tenancy address suppressed]

ORDERS

1. The name and all identifying details of the Tenants and Landlord are suppressed.
2. The tenancy agreement between the parties is varied to record that the Tenants may keep Woody, the Staffy cross dog, at the premises.
3. The following conditions apply:
 - (a) The Tenants must pay a pet bond of two weeks rent immediately.
 - (b) The Tenants must have the carpets professionally cleaned at the end of the tenancy.

REASONS

The claim

1. The Tenants have adopted a dog from the SPCA. The SPCA has approved the premises as suitable for the dog.
2. The Landlord has refused consent for the Tenants to keep the dog at the premises. It considers that the premises are not suitable. The Tenants have applied to the Tribunal for orders enabling them to keep the dog at the premises.

Relevant background facts

The dog

3. Woody is a Staffy/cross mixed breed puppy. The Tenants have provided information from the SPCA about Woody. That information says that he will grow to a medium size - approximately 25 to 30 kilograms and that he is crate trained, vaccinated, desexed and microchipped and a “well-mannered and polite pup”. The Tenants also say that he is gentle, confident, good with people, and that “no barking has been observed”.

The premises

4. The premises are a two storey, two-bedroom townhouse, with a small and fully fenced backyard in suburban Auckland. The kitchen, living areas and bathroom have hard flooring. The rest of the premises are carpeted.

The Tenants' request

5. The Tenancy started on 7 March 2026. The Tenants were looking for a property that was suitable for a dog. They considered these premises to be suitable. The tenancy agreement states that should the Tenants wish to keep a pet, they must submit a written request to the Landlord. If approved in writing, the Landlord may impose reasonable conditions and require a pet bond.
6. On 12 March 2026, the Tenants made a written request for consent to keep the dog at the premises.

The Landlord's response

7. The Landlord responded on 17 March 2026. that day. The Landlord declined consent on two grounds:
 - (a) The property is a two bedroom townhouse with a small backyard, which they do not consider suitable for a dog of this size.
 - (b) Given the adjoining nature of the properties and the proximity of neighbours, the owners believe there is a high probability of nuisance being caused. The property is subject to a Residents Society Constitution, registered against the title, which requires that no pet be allowed to cause nuisance to neighbouring residents. The owners are directly liable for any breach of this rule.
8. The Tenants responded, proposing conditions, including a pet bond, an undertaking to address any neighbour complaints as they arose and to install a baby gate to prevent the dog from going upstairs.

The adoption

9. Despite filing this claim, and despite the Landlord's refusal, the Tenants then adopted Woody from the Mangere SPCA, and Woody is currently living in the premises. It seems that SPCA had no reservations about the suitability of the premises for Woody.

10. Before adopting Woody, the Tenants sent photographs of the premises, including the fencing and outdoor spaces to the Hobsonville SPCA. The Tenants say that the SPCA reviewed the photographs and confirmed that the premises were suitable for a Staffy cross mixed breed dog.

The pet consent rules

11. From 1 December 2025, tenants may make a written request to keep a pet in a rental property.¹ Tenants who keep a pet without landlord consent commit an unlawful act.²
12. Landlords cannot unreasonably withhold consent,³ but may decline consent where there are reasonable grounds for doing so.⁴ Where consent is given, a landlord can set reasonable conditions that apply to that consent.⁵

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.^{6 7}
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.

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

² Residential Tenancies Act 1986, sections 42C(2)

³ Residential Tenancies Act 1986, section 42E(4)(a)

⁴ Residential Tenancies Act 1986, section 42F

⁵ Residential Tenancies Act 1986, section 42C(1)(b) and section 42G.

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

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

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.
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.⁸

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. 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 in this case.

Landlord must consider the premises and the particular pet

22. 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 of the Residential Tenancies Act specifically refers to "the pet", and "the premises".

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.

⁸ For example, *Greymouth Gas Kamiro Ltd v GXL Royalties Ltd* [2010] NZSC 117, [2011] 1 NZLR 289 and *Liow v Martelli* [2026] NZCA 101

The Landlord may take the well-being of the pet into account

25. A landlord may consider the well-being of the pet when deciding whether to impose conditions or withhold consent. For example, a landlord may withhold consent if the premises are unsuitable for the pet due to the factors like the size of the premises.⁹ But any well-being concerns should be objectively reasonable, honestly held and not based on any unreasonable bias.

My assessment

First stage – the reasons given for refusal

26. During the hearing, the property managers who represented the Landlord advised that the Landlord's main concern was that the premises were not suitable for this dog. Those are the ground for refusal that I will consider. The other grounds mentioned by the Landlord (including the Residents Society Constitution) were secondary concerns only and were not the reason for consent being refused.

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

27. The starting point of my assessment is that this dog should be allowed, unless good grounds existed to decline consent. This is a finely balanced assessment.
28. On the one hand, the premises are not large, and the Landlord's concerns for the dog's wellbeing are genuinely held. The Landlord's refusal of consent was based upon its concerns for the welfare of the dog. The Landlord thought the premises were simply too small for this dog.
29. On the other, the Tenants consider that the premises are suitable for this dog, particularly given their intention to ensure that the dog is regularly exercised and supervised while they work. One of the Tenants gave evidence. She intends to take the dog to "doggy day care" two days a week, to a dog walker one day a week and to work from home on at least one other working day. On the days that she is working away from home, and the dog is not supervised, the dog will stay in its crate, and she intends to return home during the day to check on the dog. That Tenant says that she also intends to exercise the dog regularly herself.
30. The approval of the premises and the Tenants by SPCA is also relevant to my assessment. The SPCA is a well-known animal charity. Its purpose is to advance animal welfare and prevent cruelty.¹⁰ The SPCA has approved these premises as being suitable for this breed of dog and has approved the Tenants as owners of this dog. Although the SPCA approval is not decisive, it is relevant that a credible third party has assessed these premises as being suitable for the dog.

⁹ Residential Tenancies Act 1986, section 42F(a)
¹⁰ <https://www.sPCA.nz/about/spca-in-new-zealand>

31. Weighing those relevant factors, I find that, although the Landlord's refusal was genuinely based on its subjective belief as to the suitability of the premises, on an objective assessment, these premises are suitable for these Tenants to keep this dog. The evidence suggests that this dog is domesticated, crate trained and quiet. If this dog is properly cared for – appropriately exercised, fed and supervised – (and there is no indication that the Tenants will not do so), then these premises are large enough to accommodate the dog.
32. In making this decision, I note that the Tenants have breached the Residential Tenancies Act by adopting the dog without permission from the Landlord. That is an unlawful act, for which the Landlord could have sought exemplary damages.
33. Because these rules are new, the Landlord has decided not to bring a claim against the Tenants. That decision is consistent with the Landlord's balanced and sensible approach to this matter from the outset.
34. But the Tenants' breach of that law is nonetheless relevant to my assessment as to whether consent should be allowed. Given their conscious decision to keep the dog without consent, if there had been evidence that the Tenants had failed to comply with other obligations under the Residential Tenancies Act relevant to their ability to keep the dog or to properly maintain the premises while the dog was there, I would probably have declined consent. But all the evidence suggests that the Tenants are otherwise sensible and diligent tenants, who will comply with their obligations.

Outcome

35. 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 Tenants may keep the dog.
36. I impose the following conditions on that consent:
 - (a) The Tenants must immediately pay a pet bond of two weeks rent.
 - (b) The Tenants must have the carpets professionally cleaned at the end of the tenancy.
37. These are reasonable conditions in the circumstances of this case.
38. 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 Tenants' general obligations to clean the premises, notify the Landlord of damage and not interfere with the reasonable peace, comfort, or privacy of 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

39. The Tenants have been successful in their application. They do not seek to recover the filing fee, but they are entitled to name suppression. I also allow name suppression for the Landlord. It has acted reasonably and in good faith and is only before the Tribunal due to uncertainty as to the scope of these new rules. The public interest lies in suppressing its name.

B Carter
27 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.