



**THE
LOST DOGS
HOME**

2 Gracie Street
North Melbourne VIC 3051

Telephone 03 9329 2755

Fax 03 9326 5293

ABN 84 004 789 726

info@dogshome.com

www.dogshome.com

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Residential Tenancies Act Review
Consumer Affairs Victoria
GPO Box 123
MELBOURNE VIC 3001

The whom it may concern,

Please accept our submission and response to the information provided in the residential tenancies act review discussion paper.

Founded in 1910 the Lost Dogs' Home is one of the oldest animal shelters in Australia. Our mission is "to work with the community to promote the welfare of dogs and cats, reducing the number of lost and unwanted dogs and cats, alleviating their pain and suffering, enhancing responsible pet ownership and the enjoyment of pets."

Issues of accommodation and pet ownership are very relevant to us. As many as 30 per cent of dogs and cats surrendered to the Home are a direct consequence of owners being unable to access pet friendly accommodation. Most renters find the experience of searching for pet friendly accommodation very stressful. It's no wonder.

While over 60 per cent of Australian households have pets, a recent National Real Estate Network survey indicated that only four per cent of listings were pet friendly residences. Around 25 per cent of rental applicants are specifically seeking pet friendly housing.

The argument for landlords to provide this accommodation is compelling. Pet friendly residences take an average of 19 days to let compared with 29 days for non-pet friendly residences. The number of applications for pet friendly accommodation is usually double those of other housing opportunities.

Studies in the USA suggest that tenants with pets are more loyal and stable- they will stay at a residence for between 23 and 46 months, compared to 15 to 18 months for tenants without pets. Australian studies also support these findings.

In our responses to the below questions we wish to highlight that pet owners from all walks of life care for and love their pets equally, and all deserve to have access to suitable accommodation supportive of their pet guardianship. We have responded in paraphrase to the sections relevant to our work and experience.

33. Under option 5.3A, what would be an appropriate amount for a pet bond, and should the amount be calculated as equivalent to a number of weeks' rent for the tenancy?

The Lost Dogs' Home believes that the pet bond need not be especially high. The reality is that while a dog's claws may scratch polished floors - parties, furniture, football boots and roller skates all may do the same. In addition, pets aren't pets; that is to say the capacity for a cat to damage property in the worst case scenario is much less than the capacity for a dog in the same worst case situation. The pet is essentially another tenant, and should not therefore attract another bond, given that the bond is to protect the value of the property against unexpected damage.

Should any pet bond be considered, it should only be an incremental increase to the original bond amount. The pet is essentially another resident and doesn't double the capacity for damage to the property.

34. How could the concern that introduction of a pet bond may disadvantage lower-income tenants with pets be addressed?

Any bond will disadvantage lower income families. The bond perhaps need not be an additional amount but a specific undertaking and a separate agreement. It may be possible for low income tenants to avoid the need for a bond by providing written information about their pet. For example, a reference from a behavioural trainer, their veterinarian or a previous landlord may be sufficient to alleviate fears of that pet's impact on the property. This could make the need for bond discretionary; frequent house inspections early in the tenancy may be a clause that would allow the pet to take up residence while ensuring that property is being properly maintained.

35. Under option 5.3B, what cleaning-related obligations would be appropriate for inclusion in an optional clause in the standard prescribed tenancy agreement?

This would be dependent on the property, but an unavoidable consequence of pets in the home is preponderance of pet hair on carpets and fixtures. It would be reasonable to recommend professional or steam cleaning of carpets and fixtures upon vacation of the property.

36. How should option 5.3A and option 5.3B distinguish between costs and cleaning related to the pet, and costs and cleaning related to the regular bond and state of the property?

The distinction between costs related to the pet and the regular bond relating to the state of the property are surely arbitrary. The pet bond if used should provide a larger pool for the reparation of unacceptable damage.

Some types of property damage may be directly attributable to pets; not commonly, but damage such as chewing marks and biting to woodwork, window frames and doors et cetera would clearly be the work of a dog. The condition of the garden may also be impacted by an outdoor living pet.

The assessment of such damage would unfortunately be quite subjective and down to the experience of the assessor. As the origins of damage may be difficult to assess, a standard bond

covering all damage irrespective of whether it was caused by a human or pet would be easier to appraise.

37. *Would either, both, or neither of option 5.3A and option 5.3B be likely to incentivise more landlords to accept more tenants with pets?*

Either clause would remove some of the concerns of many landlords to having pets in their rental properties. The concern with option 5.3A is that the differentiation of the cause of the damage to the property would be required for the pet bond to be retained.

38. *Is option 5.4 likely to facilitate reasonable compromises to be made in relation to pets in tenancies, and what other options could facilitate reasonable compromises?*

The need for the VCAT to intervene to adjudicate on disputes arising from a "no pets" clause that is unreasonable is not going to give a good result for a renter with a pet.

They are unlikely to gain a lease in a property with such a clause, and equally unlikely to challenge the clause prior to gaining tenancy.

However a greater awareness within the industry of the benefits of pets in the community, the realities and myths of pet owning tenants, and some accountability for allowing a no pets clause in properties that they administer is desirable.

Agents administering properties should counsel landlords to not include such a clause and to investigate other options for protecting their investment.

39. *What criteria would be appropriate for VCAT to consider under option 5.4, and should any other criteria be considered?*

Given that VCAT will inevitably be called upon to adjudicate in some cases 5.4 gives reasonable frames of reference.

Maintaining the connection between people and their pets is at the core of what The Lost Dogs' Home stands for. I trust that the progressive sentiment behind this review will in the end produce improvement in the range and quality of housing options available to pet owners and their pets.

Regards



Mr. Andrew Israel

Chief Executive Officer



Dr. David Cunliffe

General Manager Animal Welfare