

	POLICY AND PROCEDURE PET POLICY	
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POLICY

CEACA is not only committed to providing quality, affordable accommodation to seniors, people living with a disability and those who are on a low income, but also to work with tenants, their families or care givers to maintain or improve their health and wellbeing. One of the ways that CEACA can assist with this, is to ensure that wherever possible and practicable, tenants are able to bring their pets with them to their new home, or to apply for one if they feel that it would be of benefit. Whether this be a family pet or an assistance pet, the positive impact on individuals cannot be underestimated.

If permission is granted, conditions apply, and this applies to all CEACA tenants.

In Western Australia, tenants generally need their landlords' (in this case CEACA Inc) permission to keep a pet, and landlords can only refuse consent on specific, reasonable grounds, or if keeping the pet would violate a law or by-law. If a landlord refuses consent or imposes unreasonable conditions, the tenant can apply to the Commissioner for Consumer Protection to challenge the decision.

CEACA reserves the right, at any time to review the approval for a pet and can cancel the agreement if they feel the pet is either causing a nuisance or is a danger to other tenants. CEACA will advise the tenant of any issues or concerns prior to terminating any agreement and wherever possible, will work with the tenant to resolve any issues.

Different rules apply for assistance animals, which can be kept on residential premises without Landlord consent. Details of the assistance animal and proof that it is a registered assistance animal will need to be provided to CEACA.

When advertising a property, CEACA will state that tenants will be required to seek consent to keep a pet.

PURPOSE

The purpose of this policy is to inform tenants of rights and responsibilities for pet ownership if occupying one of the CEACA units, their rights as a tenant under the *Residential Tenancies Act* and the rights of the Landlord (CEACA Inc)

SCOPE

This policy applies to all CEACA tenants and sites.

RESPONSIBILITIES

Tenant's Responsibility:

New or existing CEACA tenants must seek permission from their landlord before keeping a pet at the rental property. This can be done by completing the DEMIRS Form 25 – Pet Request Form which can be accessed by clicking on the following link [Form 25 Pet Request Form](https://www.consumerprotection.wa.gov.au/system/files/migrated/sites/default/files/atoms/files/petrequestform.pdf) or visiting the DEMIRS website <https://www.consumerprotection.wa.gov.au/system/files/migrated/sites/default/files/atoms/files/petrequestform.pdf>

If permission is granted, tenants are responsible for the following:

1. Tenants who choose to own a pet and keep a pet in their unit and have been granted permission by CEACA to have such a pet, will be solely responsible for the pet's behaviour and any damage to the unit or grounds.

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2. All such Tenants must adhere to State and Local Government laws and regulations, as well as the CEACA rules relating to pets inside the boundaries of the CEACA site.
3. Tenants are responsible for their pets that excrete on any part of the CEACA site grounds and must remove the excreta forthwith by wrapping and placing it in a bin. This must be done immediately.
4. All dogs permitted outside the boundaries of the unit shall always be tethered to a lead.
5. Cats will be allowed to roam freely, however, if they cause a nuisance to other Tenants, the permission to have them on site will be reviewed and the owner may be asked to restrict their movement by installing a cat run or implementing another solution. This includes cats marking on other properties and fighting.
6. Pet owners must ensure that their premises are secure enough to prevent the escape of a pet.
7. Pets are limited to one pet per residency, unless specifically approved otherwise in writing by CEACA.
8. Pet owners must ensure that their pet does not disturb the quiet enjoyment of other CEACA tenants.
9. Tenants who wish to have a cat or dog flap fitted to the unit may do so at their cost. The door must be returned to its original state if the tenant terminates their lease. An Alterations Request Form must be completed and formal written approval received by the tenant prior to fitting of the door.
10. Any cost to repair damage to a CEACA unit by pets will be passed on to the Tenant and the unit must be returned to its original state at termination of the Lease.
11. Tenants in breach of these terms may be requested by CEACA to have the pet removed from the site and the approval agreement will be terminated. In addition, CEACA (or its Agent) has the right to take all necessary action (including legal proceedings) against a Tenant for breach of their agreement as permitted by the Lease and the Tenant shall be liable to CEACA for all expenses and costs incurred.
12. If any pet, whether it be a bird, dog, cat or other is producing unreasonable levels of noise that disturbs the surrounding tenants, the Tenant will be asked to remedy or manage the situation to the satisfaction of all parties.
13. Chickens, Roosters and any type of cattle/livestock will not be approved and must not be brought into the property or in the grounds.
14. All pet food must be stored in air-tight containers to avoid attracting vermin to the unit/complex.
15. All pet breeds will be considered, however due to the size of the unit and courtyard areas, large breeds will be reviewed and may not be approved for the wellbeing of the animal.
16. Tenants must pay a pet bond. Landlords can request a pet bond to cover potential damage caused by a pet, but it cannot exceed \$260 or as revised from time to time.

Landlord's Ability to Refuse:

Landlords can refuse consent for a pet, but only if:

- Keeping the pet would violate a law, by-law, or rule that applies to the premises.
- They can prove to the Commissioner for Consumer Protection that one of the specific grounds for refusal applies.

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PROCEDURE

1. Tenants complete the DEMIRS Form 25 – Pet Request Form available from the DEMIRS website: <https://www.consumerprotection.wa.gov.au/system/files/migrated/sites/default/files/atoms/files/petrequestform.pdf>, or by contacting CEACA info@ceaca.org.au
2. Relevant sections for Tenants must be completed and submitted to CEACA via email, mail or the Managing Agent.
3. Existing CEACA tenants wishing to add a new pet to their tenancy agreement, must complete the form and send it to CEACA or the Managing Agent for review.
4. CEACA reviews and completes the Landlord section of the form and returns it to the tenant with a covering letter which states the terms of the agreement or reasons for refusal.

References:

<https://www.consumerprotection.wa.gov.au/renting-pets>

<https://www.consumerprotection.wa.gov.au/publications/pet-request-form-form-25>

https://www.legislation.wa.gov.au/legislation/statutes.nsf/main_mrtitle_821_homepage.html

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