

Submission
No 7

**INQUIRY INTO RESIDENTIAL TENANCIES
AMENDMENT (PROTECTION OF PERSONAL
INFORMATION) BILL 2025**

Organisation: RSPCA NSW
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RSPCA NSW welcomes the opportunity to provide feedback on proposed reforms currently before the NSW Parliament that will impact current and prospective pet carers across the state by way of submission to the *NSW Legislative Council Portfolio Committee No. 8 Inquiry into the Residential Tenancies Amendment (Protection of Personal Information) Bill 2025*.

RSPCA NSW's mission extends beyond accommodating surrenders and facilitating adoptions. We acknowledge the interconnectedness of human and animal welfare and strive for holistic solutions that address the needs of individuals and their animal companions.

As the leading animal welfare organisation in NSW, we recognise the significance of the bond between people and pets. While we appreciate the mutual benefits of this bond, we also acknowledge the role individuals play in shaping the quality of animals' lives. This bond contributes to stronger and healthier communities.

However, for many Australians, challenges and obstacles can hinder their ability to provide suitable care for their animals. Factors such as housing insecurity can make owning companion animals seem financially burdensome and risky. RSPCA NSW endeavours to maintain the connection between people and pets, ensuring their well-being and the strength of their communities.

One Welfare posits that animal welfare is intrinsically linked to and influences human welfare and environmental sustainability. This approach encompasses mental and emotional well-being as well as physical health. In practice, this concept advocates for collaboration and knowledge sharing among veterinarians and related human and animal services to enhance the welfare of our communities and animal companions.

RSPCA NSW is dedicated to safeguarding and caring for animals by empowering communities through education and support. We recognise the interconnection between human welfare, the health and well-being of our animals, and the impact of living creatures on one another and our environment.

Our support services strive for holistic solutions that address the needs of both individuals and their pets. Companion animals are integral components of numerous families across our state, yet factors such as a scarcity of pet-friendly housing can precipitate an animal welfare crisis.

Individuals facing challenging circumstances still desire to provide care for their companion animals, and RSPCA NSW is committed to preserving the human-animal bond.

REFORMING THE ACT'S ONUS

At the outset, the RSPCA NSW acknowledges that earlier iterations of the reforms intended to make it easier to own pets in rental properties in NSW envisaged a distinct structural model. Under this approach, residential premises would be automatically pet-friendly, and a landlord seeking to deny a pet would be compelled to submit an application to NCAT to substantiate that refusal was warranted on prescribed statutory grounds. The RSPCA NSW deems this model to be more coherent, more accessible, and more protective of animal welfare outcomes.

The current framework, encompassing the amendments proposed by the Bill, places the procedural burden on tenants. A tenant is obligated to apply for consent, monitor timeframes, evaluate the adequacy of reasons for refusal, and, if necessary, initiate proceedings in the Tribunal to challenge that refusal. In contrast, a presumption in favour of pets, coupled with a landlord's right to seek orders from NCAT where appropriate, would significantly simplify this structural complexity. If a landlord believes that a particular property is unsuitable for animals within the scope of the Act, the landlord would be required to articulate and substantiate that position before the Tribunal.

From a practical standpoint, this allocation of responsibility is more rational. RSPCA NSW interacts with tens of thousands of animals across our state annually. For every animal assisted, there is a person and often a family behind that animal. These individuals come from diverse demographic and socioeconomic backgrounds. Many are grappling with financial stress, housing insecurity, family breakdown, disability, language barriers, or limited legal literacy. Self-confidence and the ability to assert one's rights vary among individuals. Expecting all tenants across the State to comprehend the intricacies of Division 8, monitor statutory deadlines, interpret reasons for refusal, and initiate NCAT proceedings if necessary, assumes a level of legal confidence and procedural competence that cannot be assumed.

In contrast, landlords and managing agents operate within a regulated professional environment. Real estate agents are licensed, trained, and qualified to manage residential tenancies. They are familiar with statutory processes, evidentiary requirements, and Tribunal procedures. They routinely engage with NCAT during their professional practice. As a matter of straightforward administrative logic, it is more efficient and effective to ensure that rental practitioners across New South Wales comprehend, understand and adhere to a clear presumption in favour of pets than to assume that millions of current and prospective tenants will independently master and enforce their rights. The numerical comparison is instructive. There are thousands of licensed real estate agents and property managers operating in the State. There are millions of renters and prospective renters. If the objective is legal clarity and consistent application, concentrating the procedural burden on the smaller, regulated cohort is more likely to yield uniform compliance.

A default pet-friendly model would also mitigate conflict at the commencement of tenancies. Instead of necessitating tenants to seek permission and potentially contest refusals, the legislation would establish a clear starting point: animals are permitted unless a landlord presents the Tribunal with evidence that a statutory ground for refusal applies. Such a framework would diminish the need for tenants to initiate Tribunal proceedings, reduce the risk of inadvertent non-compliance, lower the likelihood of crisis surrender driven by procedural uncertainty, and provide more compelling incentives for landlords to assess properties against objective statutory criteria. Notably, this approach does not eliminate landlord protections. The Tribunal would continue to be available to determine whether a specific property is genuinely unsuitable for animals. The distinction lies in who bears the procedural burden.

RSPCA NSW acknowledges that the NSW Parliament has adopted a consent-based model rather than a default permission model. However, in considering the operation of the current Bill and the safeguards required to support it, the Committee may wish to consider whether a presumption in favour of pets, with the onus on landlords to seek Tribunal orders where necessary, would better achieve the stated objective of normalising pet ownership in rental housing while reducing avoidable animal welfare harm.

For RSPCA NSW, this issue is not abstract. Each year, we assist thousands of animals whose relinquishment is directly linked to housing instability. For every animal surrendered, an individual makes that decision, often under pressure and often without substantial procedural confidence. A framework that diminishes the need for vulnerable renters to navigate contested legal processes would significantly improve outcomes for animals and families across the state.

AMENDMENTS TO THE BILL

Despite the onus issue of onus and its broader impact on the Act, and in light of the intention of these reforms, the RSPCA NSW supports amendments that facilitate the keeping of companion animals within households in New South Wales.

For many families, a pet is an integral part of family life, providing stability, safety, and well-being. However, rental settings can pose challenges and uncertainties in maintaining a pet. These consequences are tangible, including increased relinquishment pressure to relinquish, informal rehoming, and heightened animal welfare risks. The Committee has acknowledged that the Bill entails risks for both renters and animals, and unforeseen effects are possible.

RSPCA NSW supports the Bill's underlying objective to enhance privacy protections for renters and the measures intended to facilitate the securing and commencement of tenancies, including modifications to application requirements and the establishment of a post-agreement pathway for tenants to obtain consent to keep an animal shortly after entering into a tenancy.

The interplay between privacy settings, rental application practices, and the implementation of the pets framework within the *Residential Tenancies Act (2010)* must be legally coherent and practically feasible. Where the law permits a tenancy to commence before the final determination of pet consent, it should also incorporate proportionate safeguards that prevent foreseeable animal welfare harm and unnecessary tenancy disputes. These safeguards can be designed to preserve landlord rights, promote tenant compliance, and mitigate the pressure that leads to crisis surrender outcomes.

RSPCA NSW's submission proposes targeted amendments to the *Residential Tenancies Amendment (Protection of Personal Information) Bill 2025* to ensure its effectiveness, support the efficient operation of Division 8 Pets, and enhance outcomes for animals, tenants, and landlords. The proposed amendments introduce a new section 73B(1A), permitting tenants to retain an animal for a limited period after entering into a residential tenancy agreement, provided they apply for consent within that timeframe.

The RSPCA NSW supports the establishment of a post-agreement pathway for seeking consent. However, the proposed 7-day timeframe is unnecessarily compressed and should be extended to 14 days. The commencement of a tenancy entails substantial logistical and administrative activities. During the initial week, tenants are typically engaged in physical relocation, utility connection, address

updating, school or childcare arrangements, and addressing other pressing matters. In many cases, the companion animal may not yet have been physically relocated to the premises within that timeframe, particularly when temporary care arrangements are utilised during the move.

If Parliament intends the post-agreement mechanism to function as a practical and accessible safeguard, the timeframe must reflect these realities. A 14-day period remains short, defined, and predictable. It provides clarity to landlords while significantly improving the likelihood that tenants acting in good faith can comply. Consequently, RSPCA NSW recommends that section 73B(1A) be amended to substitute “14 days” for “7 days.” This reform substantially alters the sequencing of pet disclosure and consent. Under the existing framework in Division 8 of the *Residential Tenancies Act (2010)*, tenants may retain an animal with landlord consent, and landlords may refuse consent only on limited statutory grounds. The Bill introduces a mechanism by which a tenancy may commence before consent is determined.

If Parliament adopts this post-agreement application model, complementary safeguards are necessary to ensure that the reform does not inadvertently and foreseeably cause harm to animal welfare. As currently drafted, the Bill is silent on three critical matters:

1. The timeframe for the removal of an animal if consent is denied;
2. Whether an animal may remain pending Tribunal review; and
3. Whether a tenant may terminate the tenancy without financial penalty if consent is denied.

In the absence of explicit statutory guidance, a tenant who has entered into a lease in good faith may be immediately exposed to potential breach, financial liability, or coercive pressure to surrender an animal. This is not a minor concern; it is a direct structural consequence of the reform. Therefore, RSPCA NSW recommends that the Bill be amended to incorporate three integrated safeguards.

Minimum 30 Day Removal Period Following Refusal

If consent is refused under the new post-agreement mechanism, the legislation should provide a minimum period of 30 days for the removal of the animal. Without a defined timeframe, a tenant may technically be in breach immediately upon refusal; a landlord may seek urgent removal; a tenant may feel compelled to surrender the animal immediately; and animals may be abandoned or relinquished under distress. Relocating a companion animal is not administratively simple. A tenant may need to secure alternative accommodation, arrange temporary care, engage rescue services or organise compliant rehoming. In the current rental market, relocation within days is frequently impracticable.

A 30-day period is proportionate and consistent with existing statutory notice periods. It does not override the landlord’s right to refuse consent. It simply regulates the timeframe for compliance and avoids immediate crisis outcomes. Proposed insertion after section 73B(1A): *“If a landlord refuses consent to keep an animal in response to an application made within 14 days after entering into a residential tenancy agreement, the tenant is not required to remove the animal before the end of 30 days after the written refusal is given.”* RSPCA NSW further supports clarification that compliance within that period does not constitute a breach.

Preservation of the Status Quo Pending Tribunal Review

Section 73G of the Act provides a pathway for Tribunal review of a landlord’s refusal. However, the Act does not expressly state whether the animal may remain in the premises pending determination. If a tenant must remove the animal before the matter is heard, the right of review is rendered largely ineffective. Once an animal has been surrendered or rehomed, the harm is irreversible, even if the

Tribunal later finds the refusal was not valid. A statutory review right must be accompanied by the practical ability to preserve the status quo. The legislation should therefore provide that where a tenant applies to the Tribunal within the 30-day removal period, the animal may remain until the matter is determined, unless the Tribunal orders otherwise.

This formulation preserves Tribunal discretion in circumstances of genuine safety risk, property damage or urgent necessity. It does not create an unconditional right to retain an animal. It establishes a default preservation position, subject to judicial oversight. Proposed insertion following the 30-day removal provision: *“If, before the end of the 30-day period after written refusal, the tenant applies to the Tribunal under section 73G, the animal may remain in the premises until the application is determined, unless the Tribunal orders otherwise.”*

Penalty-Free Termination Right Where Consent Is Refused

The most significant structural issue created by section 73B(1A) is that tenants may enter into a binding lease before the pet consent is determined. If consent is refused, the tenant is already contractually bound. Under the existing Act, early termination of a fixed-term agreement generally attracts break fees or compensation. The Bill provides no special termination right in this scenario.

A tenant who entered into the agreement in good faith may therefore be forced to choose between surrendering their animal, remaining in a tenancy unsuitable to their household and incurring a substantial financial penalty. That allocation of risk is inequitable. The legislative reform shifts the timing of consent but leaves the tenant bearing the full financial exposure. Refusal of consent in this context is not trivial. For many households, the animal is a long-standing family member. If consent is refused, the premises may simply not be suitable for that household. A narrowly confined termination right is therefore necessary to align risk with legislative design.

Proposed new section 73BA: *“Where a tenant applies for consent under section 73C within 14 days of entering into a residential tenancy agreement and consent is refused, the tenant may, within 30 days after the written refusal is given, terminate the tenancy by giving not less than 30 days’ written notice and without liability to pay a break fee or other compensation.”* This right would apply only where the tenant applied within the prescribed 14-day period, consent was refused, termination is exercised within 30 days, and 30 days’ notice is given. It is tightly confined to the specific legislative scenario created by the Bill. The landlord retains the right to refuse consent on statutory grounds and receives clear notice. The tenant is protected from financial coercion that would otherwise drive surrender.

3a. Transparency at the Application Stage to Reduce Unnecessary Tenancy Turnover

The removal of blanket “no pets” advertising is an important reform. However, where there is no lawful mechanism to signal objective property-based constraints at the application stage, avoidable tenancy churn may increase. If prospective tenants cannot determine whether a property has factual characteristics that may affect pet suitability, they may enter into leases, apply for consent, and then exit shortly thereafter if the application is refused. That outcome is inefficient for tenants and landlords alike. Limited objective disclosures should be required at the application stage in two defined circumstances.

First, where the premises are co-occupied in a manner that, as a matter of fact, would prevent the keeping of an animal. Co-occupancy is one of the few circumstances where a property characteristic can be accurately stated without assessing a specific animal. If a dwelling is genuinely shared with

another occupant who resides in the premises and does not consent to animals, that is a factual condition of the property that prospective tenants should be informed of at the outset.

Second, where there has been a prior adverse determination by NCAT in respect of a pet application for that property. If the Tribunal has previously determined that a particular type of animal is unsuitable for the premises, prospective tenants should be informed of the date of the determination, the type of animal considered, for example, a medium -sized dog, and the statutory ground or reason relied upon by the Tribunal.

This information should be provided at the application phase. The purpose of this requirement is not to create a de facto prohibition. Each application must be assessed on its own facts. A prior refusal concerning a medium-sized dog for a specific reason may not apply to a small dog, a cat or another species. Animals are assessed individually, and suitability depends on the interaction between the premises' characteristics of the premises and the particular animal. However, disclosure of prior Tribunal findings promotes transparency and informed decision -making. It allows prospective tenants to assess risk before entering into a binding agreement. It also protects landlords from repeated disputes concerning issues that have already been adjudicated.

This limited disclosure model would reduce unnecessary tenancy turnover, decrease avoidable terminations under the proposed section 73BA, improve efficiency for landlords and managing agents, protect tenants from entering into agreements that are unlikely to meet their household needs, and preserve the integrity of Tribunal determinations. Importantly, these disclosures relate only to objective, verifiable matters. They do not reintroduce blanket “no pets” advertising. They do not permit speculative exclusion. They simply require transparency where a factual constraint exists or where the Tribunal has already ruled on a materially similar application. Such a measure would complement the broader reforms by reducing conflict at the front end of tenancies and ensuring that consent applications are made only when there is a genuine prospect of approval.

REFORMING THE BROADER ACT

Monitoring and Data Collection to Assess the Effectiveness of Pet Reforms

RSPCA NSW submits that both the current Bill and the earlier pets reforms will only achieve their intended objectives if their operation is measured and transparently evaluated. At present, there is no centralised data collection mechanism that enables Parliament, regulators or the community to assess whether the pets framework in Division 8 is functioning as intended. Without reliable data, it is not possible to determine how frequently tenants apply for consent to keep an animal, how many applications relate to existing animals versus newly acquired animals, how often consent is granted, how often consent is refused and on which statutory grounds, how many refusals are challenged at NCAT, and how many applications are upheld or dismissed by the Tribunal on final determination.

In the absence of such data, policy development proceeds without an empirical foundation. If reforms are intended to normalise pet ownership in rental housing and reduce unnecessary surrender, there must be a mechanism to determine whether those outcomes are being achieved. The principle is straightforward. If outcomes are not measured, they cannot be improved. RSPCA NSW interacts with thousands of families each year whose housing circumstances directly affect the welfare of their animals. We observe firsthand the consequences of rental instability and pet refusal. However, systemic reform requires more than anecdotal evidence. It requires structured, state-wide data collection that allows trends to be identified, analysed and responded to over time.

Service NSW is well-placed to implement a streamlined digital data-collection mechanism. A centralised online application form for pet consent, accessible through the same verified service channels currently used for the rental bond system, would provide a consistent format for applications, ensure service to the correct landlord or managing agent email address, time stamp applications and responses, record statutory grounds relied upon for refusal, track whether applications proceed to NCAT, and enable anonymised reporting at an aggregate level.

Such a system would not alter substantive rights. It would standardise the process and improve transparency. It would also reduce disputes about whether applications were made within prescribed timeframes and whether responses were compliant with statutory requirements. Importantly, this approach would allow the NSW Government to monitor the real-world operation of both the 2024 reforms and the amendments proposed in the 2025 Bill. Over time, data could reveal whether refusals are concentrated in particular property types, whether certain statutory grounds are being relied upon disproportionately, whether access to NCAT is functioning effectively, and whether further legislative refinement is required.

These reforms are intended to reduce unnecessary animal surrender and support stable tenancies. Without measurement, there is no way to determine whether that objective is being achieved. A modest investment in centralised data collection would provide Parliament with the evidence base required to refine and improve the framework over time. It would also enhance accountability, consistency and confidence across the rental sector. RSPCA NSW therefore recommends that the Government establish a centralised digital reporting and monitoring mechanism, administered through Service NSW or an equivalent platform, to track pet consent applications and outcomes under Division 8 of the *Residential Tenancies Act (2010)*. Legislative reform should not conclude at enactment. It should include the means to assess whether the reform is working in practice.

Education, Compliance and Enforcement

Legislative reform is only effective if it is understood and enforced in practice. RSPCA NSW is aware that, notwithstanding the 2024 pets reforms, residential rental advertisements continue to state “no pets”, and that some tenancy agreements and strata-related documents include pet bonds, additional fees or blanket prohibitions that are inconsistent with the Residential Tenancies Act 2010. We also understand that some managing agents and strata managers continue to rely on clauses or practices that do not reflect the current law.

RSPCA NSW recognises that, in some cases, this conduct may arise from misunderstanding or outdated precedents. However, the persistence of unlawful advertising and non-compliant contractual terms indicates that education alone is insufficient. Where enforcement is limited and visible, non-compliance can become normalised. If Parliament intends the pets framework in Division 8 to operate as enacted, there must be a structured approach to both education and enforcement.

Education: Following these further reforms, additional authoritative guidance should be provided to licensed real estate agents, property managers, landlords, strata managing agents, and tenants. This guidance should address the statutory grounds on which consent may be refused, the prohibition on blanket “no pets” advertising, the impermissibility of additional pet bonds or unauthorised fees, the correct process for responding to pet applications, and the interaction between tenancy law and strata schemes. Education should be delivered through industry bodies, licensing renewal processes, Service

NSW communications and publicly accessible fact sheets. It should be practical, concise and aligned with the actual statutory text. However, education must be accompanied by credible enforcement.

Enforcement: Where advertisements or tenancy agreements contain terms that are inconsistent with the Act, there should be a clear pathway for investigation and, where appropriate, penalty. Without enforcement, compliant practitioners are at a disadvantage, tenants may be deterred from asserting their rights, and unlawful practices can persist without consequence. Enforcement activity need not be punitive in the first instance. Graduated responses, including warnings and compliance notices, may be appropriate where ignorance is established. However, where unlawful conduct continues after guidance is provided, meaningful penalties are necessary to ensure that compliance is not optional. The objective is not to penalise inadvertent error. It is to ensure that those who understand the law cannot disregard it on the assumption that enforcement is unlikely.

Collection of Enforcement Data: As with the operation of the pets framework more broadly, enforcement activity should be measurable. At a minimum, the Government should collect and publish aggregated data on the number of complaints received regarding unlawful pet advertising or clauses, the number of investigations commenced, the number of compliance notices issued, the number of penalties imposed, and the nature of the contraventions identified. Without such data, it is not possible to determine whether non-compliance is isolated or systemic, whether education initiatives are effective, or whether additional regulatory action is required.

Protection and Enforcement Against Pet-Based Discrimination at the Application Stage

RSPCA NSW supports the continued requirement that tenancy applications be submitted in the approved form, and that the approved form does not require disclosure of pets. However, this safeguard must extend beyond the form itself. The Bill should explicitly prohibit landlords, agents, and any residential tenancy entity from requesting or requiring information about whether a prospective tenant possesses or intends to keep a pet at any stage before the commencement of the tenancy agreement.

Without such an explicit prohibition, the risk is that information about pets will be requested through supplementary forms or digital platforms, verbal inquiries during inspections will be employed to screen applicants, prospective tenants will feel compelled to disclose pets to avoid potential disputes, the post-agreement consent mechanism will be rendered ineffective, or agents may obtain this information through references provided by current agents that the tenant is unaware of, given that these references are predominantly conducted through application platforms.

If the policy objective is to prevent discrimination and to ensure that renters can obtain consent after entering a tenancy, the legislation must unequivocally prohibit pre-agreement pet questioning. This prohibition would not prevent a landlord from relying on lawful grounds for refusal once a tenancy has commenced and a proper application has been submitted under Division 8. It simply ensures that renters are not excluded from housing opportunities before the statutory process can be initiated.

RSPCA NSW recommends that the Bill maintain the requirement for tenancy applications to be submitted in the approved form, prohibit landlords, agents, and residential tenancy entities from requesting or requiring information about pets at the application or advertising stage, and impose appropriate penalties for contravention. Such a measure aligns with the privacy objectives of the Bill, supports the integrity of the post-agreement consent pathway, and mitigates the risk of covert discrimination against renters with companion animals.

CONCLUSION

RSPCA NSW supports the objective of the *Residential Tenancies Amendment (Protection of Personal Information) Bill 2025* to strengthen privacy protections for renters and improve fairness within the rental application process. Protecting personal information and reducing unnecessary barriers to housing are legitimate and important policy aims. This submission has focused on ensuring that the interaction between privacy reform and the pets framework in Division 8 of the *Residential Tenancies Act (2010)* operates coherently in practice.

The amendments proposed by RSPCA NSW are modest, targeted and structural in nature. They do not remove landlord protections. They do not create automatic or unconditional rights. They do not disturb the Tribunal's role as the ultimate decision maker. Rather, they ensure that where a tenancy may commence before pet consent is determined, the legal consequences of refusal are proportionate, clear and workable.

The amendments proposed by RSPCA NSW are modest, targeted and structural in nature. They do not remove landlord protections or create automatic or unconditional rights. They do not disturb the Tribunal's role as the ultimate decision maker. Rather, they ensure that where a tenancy may commence before pet consent is determined, the legal consequences of refusal are proportionate, clear and workable.

Specifically, RSPCA NSW has recommended:

- Extending the post-agreement application period from 7 to 14 days to reflect practical realities,
- Providing a defined 2830-day removal period following refusal,
- Preserving the status quo where an application proceeds to the Tribunal,
- Allowing a narrowly confined, penalty-free termination right where consent is refused,
- Requiring objective disclosures at the application stage to reduce avoidable tenancy turnover,
- Establishing structured data collection to measure the operation of the reforms, and
- Supporting education, enforcement and transparent reporting to ensure compliance in practice.

Each year, we see the direct consequences of housing instability on animals and the people who care for them. Legislative reform in this area has tangible effects on families, community wellbeing, and the number of animals entering shelters. These reforms present an opportunity to align privacy protection, rental practice and animal welfare outcomes within a coherent statutory framework. With the targeted amendments outlined above, the framework can operate with greater clarity, fairness and stability for tenants, landlords and animals alike.

Together, these measures reduce the risk of crisis surrender, prevent unnecessary tenancy churn, allocate procedural burdens more rationally and improve legal certainty for both tenants and landlords. RSPCA NSW thanks the Committee for the opportunity to contribute to this inquiry and would welcome the opportunity to provide further assistance if required.