

Submission
No 8

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

Organisation: Greens NSW

Date Received: 6 March 2026



Greens NSW submission to the
***Inquiry into Residential Tenancies Amendment (Protection
of Personal Information) Bill 2025***

6 March 2026

Introduction

As the NSW Greens spokesperson on Housing and Homelessness, I make this submission to Portfolio Committee No. 8's inquiry into the *Residential Tenancies Amendment (Protection of Personal Information) Bill 2025* ('the Bill'). Thank you for the opportunity to provide comments on this Bill.

While we are strongly supportive of the overall content and intention of the Bill, particularly in relation to enhancing privacy safeguards for renters, we have serious apprehensions about the implications of the provision relating to the keeping of pets.

When the Bill was introduced in the Legislative Assembly in October 2025, I raised concerns on behalf of the Greens during the debate and directly with the Minister's office prior to this. These concerns pertained specifically to Schedule 1, Clause [13] of the Bill, which proposes a new section 73B(1A) of the *Residential Tenancies Act 2010* ('the Act') that reads as follows:

"A tenant who, within 7 days after entering into a residential tenancy agreement, applies under section 73C for the landlord's consent to keep an animal at the residential premises may keep the animal at the premises until the landlord gives the tenant a written response under section 73D".

This submission outlines our key concerns with this clause and the unworkable framework it creates as well as presenting possible solutions for consideration by the committee and the Government. As drafted, the Bill does not facilitate a functional and fair system for seeking permission to keep a pet in a rental home in NSW, and the unintended consequences of this will disproportionately fall on tenants. The Bill in its current form will undoubtedly create confusion and complexity in compliance and monitoring.

The NSW Greens understand that pets are beloved members of many households, regardless of whether this household owns or rents their home. The ability to keep a pet in a home should not depend on the household's tenure type: if a person with a mortgage or who owns a home outright would be able to keep a pet in a particular property, a renter should also be able to keep a pet in that property without requiring permission from a landlord. Anything short of this equality is, in our view, an arbitrary distinction that impedes renters' rights to make choices about their household composition and to enjoy living in their home.

Beyond the specific substance of this Bill, the NSW Greens are deeply concerned with the process by which rental reforms in relation to pets appear to have been made. We are particularly dismayed by reporting in the Sydney Morning Herald from September 2025 that revealed that the Premier himself directly “intervened to make two policies designed to favour renters more friendly to landlords, overruling the responsible minister and blindsiding stakeholders”.

It is our understanding, from this reporting and from our discussions with those involved in the extensive consultation that took place around these reforms, that legislation drafted in concert with Department of Fair Trading and following robust negotiations originally aligned with reforms in the ACT and Victoria that place the onus on landlords to go to the Tribunal to refuse a request for a pet. We understand that this legislation was supported by both NSW Cabinet and stakeholders consulted throughout the process.

Despite this, we understand that on the day of the scheduled press conference to announce the planned reforms, the Premier unilaterally overhauled the policy and inverted it to require tenants to dispute refusals at NCAT and to allow landlords to refuse permission for a pet under certain conditions. The unworkable nature of provisions in this Bill and the Act pertaining to pets stems from this snap decision by the Premier. I urge the committee to look into what lobbying or other interventions occurred that resulted in this capitulation to the landlord lobby and subsequently undermined the government’s stated intention to bolster renters’ rights in NSW.

It is our strong hope that this Inquiry will closely examine this Bill and make recommendations that rectify the nonsensical and unworkable situation that the Premier has created.

a. Unreasonable timeframe for submitting an application

Schedule 1, Clause [13] of this Bill seeks to establish a seven-day period during which a tenant who has entered into a new residential tenancy agreement must apply to keep a pet in accordance with existing section 73A of the Act.

The NSW Greens' view, which we understand is shared by several stakeholders, is that this period is unrealistically short given the high logistical burden typically faced by renters in the first week of a tenancy. In addition to coordinating the physical relocation between homes, tenants often also have to contend with end of lease cleaning and claiming the bond for their previous home, unpacking, connecting utilities, and dealing with any rubbish or other belongings that may have been left behind by previous tenants. This tends to be particularly stressful for families with children, elderly people, people with a disability, and those with pets.

In recognition of this complexity and stress, we recommend that the period within which a tenant can formally request permission to keep a pet under section 73A of the Act be extended to at least 14 days.

b. No protections for tenants awaiting an outcome

Neither this Bill nor existing Division 8 of the Act provides safeguards for tenants who already have a pet in a new rental home and are awaiting either their landlord's response to an application under section 73A or the outcome of proceedings following an application to NCAT under section 73G. The legal position of renters who find themselves in either of these situations – and whether they could be found in breach of their rental agreement and therefore at risk of termination under section 87C for breach of tenancy agreement – is uncertain.

To address this uncertainty, it is our recommendation that specific provisions be added to this Bill to permit a tenant to keep a pet in a rental home:

1. For the ≤ 21 days during which their application under section 73C to keep a pet is under consideration by the landlord; and
2. While NCAT proceedings initiated under section 73G of the Act are at any stage.

Additionally, where a landlord refuses an application for consent on any of the grounds given in section 73F of the Act, the tenant should have 28 days from the date of refusal to make an application to NCAT to challenge these grounds.

The Act is currently silent on the period within which an application can be made, and we share concerns expressed by stakeholders that this omission exposes tenants to a termination for breach of tenancy immediately after an application is refused, regardless of whether the tenant intends to challenge this refusal at NCAT.

It is our view that a 28-day window in which to make an application to NCAT reflects the administrative demands of such an application on tenants and provides them with time to seek legal advice from a community legal centre, Tenancy Advocacy and Advice Service, or the like.

Finally, it is our position that a further 30-day grace period is necessary for situations where a tenant is either unsuccessful in challenging a refusal at NCAT or does not elect to make an application to NCAT. In either situation, the tenant would be forced to choose between continuing their tenancy and somehow rehousing their pet or ending their new tenancy and finding a new rental home with their pet. Either situation would undoubtedly cause significant emotional and financial stress to the tenant.

Given the significant impacts of this decision, tenants should be given sufficient time to weigh up their options and decide on the best way forward for them and their pet; the current Bill and Act do not provide for such time. The Bill should be amended to provide at least 30 days for a tenant who decides to remain in the rental home and rehome their pet to make the necessary arrangements to do this without being found in breach.

c. Lack of right to termination without penalty

We recognise that many households have deep emotional ties to their pets and would not contemplate rehoming them if a landlord refuses permission to keep them in a rental home, despite the personal and financial costs they would incur by breaking their lease. Renters who find themselves in such a predicament should be able to break their lease without a penalty (such as a lease break fee or loss of any portion of their bond) on the grounds of the refusal alone, provided they give sufficient notice of their intention to do so to their landlord.

d. Tenants burdened with onus of challenge at NCAT

The NSW Greens have long taken the position that the onus to go to NCAT to resolve a dispute pertaining to an application for a pet should be placed on the landlord and property manager and

not the tenant. We would like to see a blanket presumption within the Act that any tenant can have a pet, with the onus falling on individual landlords to make the case otherwise.

In October 2024 we sought to amend the *Residential Tenancies Amendment Bill 2024* to require a landlord to apply to NCAT for approval to refuse consent for a pet, thereby reversing the onus of this administrative burden. In speaking to this amendment, which unfortunately was not supported by the Government or Opposition, I said:

“This is reflective of the fact that landlords and their agents have more resources and direct understanding of how the tribunal process works that many tenants in New South Wales. Landlords and their agents also have the ability and power to take issues to the tribunal more easily than renters. In addition to making money from an investment property, they presumably have the relevant training, access to legal and financial advice, and the qualifications to make informed decisions about taking matters to the tribunal.”

The NSW Greens retain this position today and strongly recommend amending the Bill to address this persistent power and resourcing imbalance between renters and landlords and property managers.

e. Insufficient transparency regarding reasonable grounds of refusal

Though we strongly support the prohibition under section 73H of the Act on advertising a rental home with a blanket statement that no pets are allowed, further transparency requirements are necessary to protect applicants with pets. Disclosure requirements would benefit renters by minimising the risk of tenancies that become unviable shortly after commencement because a landlord has reasonable grounds, of which they were aware before commencing the tenancy agreement, for refusing a pet.

The current provisions of both the Bill and Act do nothing to protect a tenant who has a pet and requests permission for this pet within seven days of their new tenancy, only to receive an immediate refusal on any of the grounds available under section 73F. In this case neither party is, strictly speaking, at fault: yet they will both have to contend with either challenging the refusal at NCAT or with breaking the lease shortly after its commencement and having to find a new rental home or, in the case of the landlord, a new tenant. This is clearly not ideal for either party and only serves to exacerbate the housing insecurity that is already acutely felt by many renters.

It is our belief – as raised with the Minister’s office in 2025 – that such situations could be avoided by requiring the landlord to disclose to all prospective tenants who apply for a rental home that:

1. One or more of the reasonable grounds for refusal set out in section 73F applies, with relevant details of the ground outlined; and/or
2. A previous application for a pet has been refused in the rental home, including information about when this pet was refused, on what grounds, and what species the pet was.

Conclusion

Though the intentions of the *Residential Tenancies Amendment (Protection of Personal Information) Bill 2025* to strengthen renters' rights in relation to their personal data and the keeping of pets are commendable, the Bill as drafted does not wholly deliver on this intent.

Without amendments to provide a more reasonable timeline for tenants seeking permission for a pet, to establish safeguards for tenants as they await or challenge a decision on their request for a pet, and to create a grace period for tenants with a pet for whom permission has been refused, the Bill creates an unworkable framework. This framework needs to be significantly reworked to ensure that tenants are not exposed to significant legal uncertainty and disproportionately burdened with administrative requirements despite the Labor government's stated intention of improving renters' rights.

The Greens will await the recommendations of this inquiry with great interest and look forward to working constructively to ensure that this important reform is finally passed in its most equitable, practical, and renter-friendly form.