

NELSON PROPERTY INVESTORS ASSOCIATION
MARCH 2026 NEWSLETTER
PO Box 198 Nelson
NelsonPIA@xtra.co.nz

Our first meeting of the year at the Honest Lawyer Point Road, Monaco is on Tuesday 10 March 7:30 pm preceded with the optional meal at 6 pm.

Because this is the first meeting of the year we are having some special promos to encourage attendance. There will be spot prizes (Bunnings vouchers) and one free pre meeting drink for current financial members. For the free drink voucher you need to show your current membership card either plastic based or preferably on your mobile phone. Come and collect your voucher from the meeting room, Sorry folks no card no free drink. We want to encourage flashing your card to get great discounts at Bunnings and Mitre 10 mega.

This meeting we have a forum type question and answer from Summit rentals plus Glenn on the new pet rules and pet bonds. The pet rules have been imposed on landlords and tenants by the government. It must have been about 10 years ago I heard Phil Twyford promise at a local election meeting that they would be changing the law to permit pets. The Labour government did not fulfil that promise but Act as part of the current coalition agreement has done it. I think the rules are a mess and I suspect Tenancy Services is of a similar mind because in on one of their early posts on Facebook they said something like it would take a few Tribunal judgments until the rules became clear.

THE PAPER WORK WAR COMMENCES

Lots of web searches on the new rules have been completed and some publishers might have got it slightly wrong. The key issue is every property needs a clear written pet policy prepared before an existing tenant or applicant asks permission. Made up on the hoof answers can easily be construed as unlawful which can attract a \$1500 fine. Over the last 40 years as a landlord, I have had tenants have all manner of nasty pets. Kuni Kuni pigs, angry dogs, caged smelly critters, and locked in four footed fur balls have messed up plenty of properties. I have found the only sure way to cure the issue was to issue a 90 day notice to terminate. The tribunal has almost universally been unhelpful. But the new law says if you now use the 90 day notice to cure the pet problem the tenants can claim retaliatory notice which can also attract its own fine.

I wondered about creating my own set of rules but decided against this because adjudicators can easily pick holes in home brew stories.

You are not permitted to put "pets not permitted" on the Trademe advertisements.

So here are some published rules that look better than others!

Tenants may keep a pet in the tenancy under the following reasonable conditions:

Address:

Pet: Name and description.

1. The pet must be appropriate for the property and not cause damage or nuisance.
2. The tenant is responsible for maintaining cleanliness and hygiene related to the pet; and any damage caused by the pet must be repaired at the tenant's expense. This includes having the carpets professionally cleaned when required and at the end of the tenancy.

3. Written permission from the landlord is required prior to bringing a pet onto the premises, and
4. The tenant must comply with all relevant local council regulations regarding pet ownership, including having the animal spayed.
5. The tenant must pay a pet bond equivalent to 2 weeks rent. The bond to be paid before the tenancy agreement is signed or before the pet is brought onto the property. The pet bond must be paid to the landlord who will lodge it with the bond centre using the approved lodgement process.
6. If an animal door is required, the tenant must pay for the installation of the door and reinstate the glazed area at the end of the tenancy.

Pet statement that can be shown at tenant viewing:

Address:

The landlord considers that this property is unsuitable for any kind of dog because:

1. The property is not fully fenced.
2. There is no exclusive outside area for the tenancy.

The landlord may consider that the property is suitable for a cat, but the following conditions would apply:

1. An application form needs to be completed.
2. Once accepted a 2 week bond will be required. This bond will be lodged with Tenancy Services.
3. Only one cat will be accepted for living at the property street address. (That means that if another tenancy at the address has a cat, then the application would be declined).
4. The cat must be spayed, and comply with all relevant local council regulations regarding pet ownership,
5. The tenant is responsible for maintaining cleanliness and hygiene related to the pet; and any damage caused by the pet must be repaired at the tenant's expense. This includes having the carpets professionally cleaned when required as well as at the end of the tenancy.
6. If a cat door is required, it can only be located in a glazed door or window. The tenant must pay for the installation of the door and reinstate the glazed area at the end of the tenancy.

What the new law specifies.

Amendments relating to when tenant may keep pet

New sections 42C to 42G inserted

After [section 42B](#), insert:

42C When tenant may keep pet

(1) A tenant may keep a pet on the premises—

- (a) if the tenancy agreement provides that the tenant may keep the pet or the landlord gives written consent to the tenant keeping the pet; and
- (b) in accordance with any reasonable conditions set out in the tenancy agreement or attached to the consent (*see* section 42G regarding reasonable conditions).

(2) A tenant who keeps a pet but fails to comply with subsection (1)(a) commits an unlawful act.

(3) *See* section 49B(1)(c) regarding the tenant's liability for destruction or damage as a result of a pet being kept on the premises.

42D Provisions in tenancy agreements relating to tenant keeping pet

(1) A tenancy agreement must not prohibit a tenant from keeping a pet on the premises unless the landlord provides reasonable grounds in the agreement for the prohibition.

(2) A tenancy agreement must not impose on the tenant an unreasonable condition relating to the tenant keeping a pet.

(3) A landlord who fails to comply with subsection (1) commits an unlawful act.

(4) The following provisions of a tenancy agreement are of no effect:

(a) a provision that prohibits a tenant from keeping a pet without providing reasonable grounds for the prohibition:

(b) a provision that imposes an unreasonable condition relating to the tenant keeping a pet.

42E Written consent for tenant to keep pet

(1) If the tenant makes a written request to the landlord for consent for the tenant to keep a pet on the premises, the landlord must respond in writing within 21 days of receiving the request.

(2) The landlord's response must include—

(a) the landlord's decision on whether consent is given or refused; and

(b) if consent is given, any reasonable conditions attached to the consent; and

(c) if consent is refused, the grounds for the refusal.

(3) The landlord's response may set out details of—

(a) which pet or pets the consent applies to (for example, a specific pet, pets generally, a specified number of pets, or a specified type or breed of pet); and

(b) reasonable requirements relating to the characteristics of the pet or pets (for example, relating to size or breed).

(4) The landlord must not—

(a) refuse consent without reasonable grounds; or

(b) attach an unreasonable condition to the consent.

(5) A landlord who, without reasonable excuse, fails to comply with subsection (1) commits an unlawful act.

(6) A landlord who fails to comply with subsection (4)(a) commits an unlawful act.

42F Reasonable grounds for prohibiting tenant from, or refusing tenant consent for, keeping pet

For the purposes of sections 42D and 42E, reasonable grounds for prohibiting a tenant from keeping a pet in a tenancy agreement or refusing consent for a tenant to keep a pet include the following (for example):

(a) the premises are not suitable for the pet or pets (for example, because of the size or fencing of the premises, or other unique features of the premises):

(b) a rule or bylaw applying to the premises under this Act or other legislation prohibits the pet or pets from being kept on the premises:

(c) the tenant has not complied with relevant bylaws relating to the pet or type of pet:

(d) the pet or pets are not suitable for the premises—

(i) due to the number of pets; or

(ii) due to their size or type (for example, their species or breed); or

(iii) due to their propensity for causing damage to premises or disruption to other persons residing in the neighbourhood; or

(iv) because they include a dog that has been classified as dangerous or menacing under the Dog Control Act 1996; or

(v) because there is good reason to believe they have previously attacked persons, livestock, or other pets:

(e) the tenant has not agreed with a reasonable condition to which the landlord proposes to make the tenancy agreement or the consent subject:

(f) the tenant has previously failed to comply with a reasonable condition relating to the tenant keeping a pet.

42G Reasonable conditions relating to tenant keeping pet

(1) For the purposes of sections 42C to 42F, a condition relating to a tenant keeping a pet that is set out in a tenancy agreement or attached to a landlord's consent must be reasonable having regard to the nature of the premises and the type of pet or pets to which it applies.

(2) Reasonable conditions may include the following (for example):

(a) a condition that the tenant agree to pay an amount of pet bond set by the landlord in accordance with section 18AA (and agree to a variation of the tenancy agreement under section 13B to that effect):

(b) a condition requiring a pet or pets to be restrained while a landlord lawfully enters the premises:

(c) if a pet is allowed inside the premises, a condition requiring the carpets in the premises to be cleaned to a professional standard at the end of the tenancy.

(3) Subsection (2) is subject to subsection (1).