

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

Our fifth meeting of the year at the Honest Lawyer Point Road, Monaco is on Tuesday 25 August 7:30 pm preceded with the optional meal at 6 pm. Matt Ball the NZ Property Investors Federation PR & Advocacy manager coming to speak to us on **Politics & Property: What you need to know before the election.**

Matt Ball has spent over 30+ year in the New Zealand political scene, both on the inside at senior levels, and on the outside advocating for a number of major corporates.

In his talk he'll give an overview of the current political situation, the changes that have taken place under this government, prospects for the upcoming election and what it might mean for the housing market and property investors. The nature of our business means it's often a political football, so keeping up with politics and party policy is essential to planning your property investing strategy.

We all know us landlords have lost the battle for minds and politics over the last decade. Our leaders have served us well in the past, but things and people change. It has been interesting and exciting seeing Matt develop this critical roll. I (Glenn) have done my usual pushing to Matt to come down to talk to us and to improve the flow of information. My push has been for real information written by professional property landlords and investors and not snippets of journalist takes on what is being fed to them by property marketers and tenant interest political groups. It takes a long time to build meaningful relationships in politics. Matt is working at this task and your input and questions to him will help put humpty back together again.

THE STINK OF PETS IN RENTALS JUST KEEPS GETTING WORSE

I have written in previous newsletters about the new pet legislation but the interpretation of what the law means keeps changing. The attached article written by Matt Ball covers the subject well but there is more. My opinion is never the complete answer to the world's problems. I try to read and understand the written judgments from Tenancy Tribunal but as we all know the written judgments do not tell the whole story about the disasters that led to the landlord and tenant appearing in court. Most cases are dealt with in mediation so there is always lots going on that never gets published. One interesting comment in a judgement was landlords are expected to make claims for compensation if tenants bring a pet onto a property without the landlord's permission. This now applies regardless of what is written in the tenancy agreement. Just presenting the cleaning invoices and photos of damage and mess caused by pet damage and asking for compensation to clean up and repair is not enough. You are expected to ask for both. The court is supposed to only award what is claimed for. In the particular case I am quoting the judgement was the pet was permitted to stay and the landlord lost the case. If he had made his case in accordance with the law things might not have gone the way it did.

TRADEME PET ADVERTISING FLIP FLOPS

Even the top experts in the industry are hopping about on one foot as the Ministry of Justice(Tenancy adjudicators) and the Ministry of Business (Tenancy Services) are trying to figure out what their new law means.

I received this email from Trademe yesterday

Following up on the updates made last year regarding the Residential Tenancies Amendment Act and pet consent rules, further adjustments are being made to keep our platform simple and aligned with the legislation.

This week, the "Pets OK" / "Pets by consent" checkbox will be removed from listing creation forms, search filters, and listing detail pages across web and mobile.

Helping tenants find your listing

If your property is well-suited for animals, feel free to mention features like "fully fenced yard" or "suitable for pets" in your property description so tenants using keyword search can easily find it.

Specific property restrictions

If there is a legitimate, valid reason why certain pets aren't suitable for a specific property (reasons that would stand up with the Tenancy Tribunal), **we recommend outlining this clearly in your listing description text.**

CONTOUR ROOFING

Contour Roofing (Nelson) Ltd is a trusted provider of high-quality building envelope solutions, recognised for its expertise, reliability, and durable results across residential, commercial, and industrial projects. Now owned by STRATCO NZ Ltd, the business benefits from the scale of a leading building products manufacturer and distributor. This enables Contour Roofing (Nelson) Ltd to offer a comprehensive range of roofing & wall cladding materials, rainwater solutions and architectural products, alongside STRATCO's bespoke patio options such as louvre roofs and verandas, plus fencing, carport and shed systems, thereby delivering streamlined supply and strong end-to-end capability.



By Matt Ball

Pet Rules, Tribunal Decisions & What Comes Next

The first wave of Tenancy Tribunal decisions under the new pet rules has been released, and the decisions are starting to clarify the uncertainties in the law. This happens with any law, but particularly so in this case as the change was significant, and the law wasn't prescriptive. It didn't set out all the possible scenarios and direct how they should be handled.

That's understandable – there are thousands of possible scenarios involving pets and people renting – but it does mean we had to wait for the Tribunal to consider a few cases before we could get some clarity on how to behave under the new rules.

One thing is clear: this is a seismic shift. In all cases, a consistent theme has emerged: decisions need to be grounded in evidence, tied to the specific pet and property, and supported by proper consideration of conditions rather than immediate refusal.

The first cases were determined by the Principal Adjudicator, because it's new law and precedent setting. This is standard practice by the Tribunal, to have ground-breaking cases determined by the most senior and experienced people. They want to get it right and ensure there is consistent interpretation of the law by the wider team. For this reason, the first case is very important to look at, because it looks very carefully at the law as well as at things like Parliament's intention when making the law.

The principal adjudicator found that "the pet consent rules are an intentional move away from blanket "no pet" policies and are intended to enable tenants to have pets, while enabling a landlord to decline consent – but only where it is reasonable to do so."

This is the most crucial bit. The rules have changed from one where the base case was that tenants couldn't have pets unless the landlord agreed to it, to one where the tenant can have a pet, unless there's a good reason for the landlord to refuse.

The Act didn't set out these reasons, it gave some examples of possible "reasonable grounds" for refusing consent. The reasonable ground that has been tested so far is that: "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)."

In the first pet case considered, this was one of the reasons given, but the adjudicator ruled that it was not reasonable. Understanding why is important. The adjudicator laid out six principles, based on the law, that landlords should follow. They are:

1. Landlords should consider pet requests in good faith: A landlord should have an open mind and consider each request in good faith - with honesty, fairness, reasonableness, and the absence of ulterior motive or impropriety.
2. Landlords must consider the premises and the pet: Consideration of the request requires an assessment of the particular premises and that particular pet.
3. Grounds relied upon by a landlord should be more than hypothetical: Reasonable grounds cannot be established by theoretical possibilities or generalised concerns alone.
4. Landlords should consider whether conditions, including conditions proposed by the tenant, could mitigate any identified concerns: A good faith assessment of the tenant's request to keep a pet should include consideration of whether reasonable conditions can mitigate the landlord's concerns.
5. Landlords must consent to any minor change to make the premises suitable for a pet: The RTA already allows tenants to make minor changes with consent, this includes changes that would make the premises suitable for a pet.
6. Landlords must provide clear written reasons for refusal: The explanation under this point is illustrative: "A failure to provide a clear written response may be an unlawful act, and may demonstrate to the Tribunal that the landlord did not have reasonable grounds at the time the decision was made."

In the first pet case, in relation to the ground given for refusal that the space was not suitable and there was insufficient fencing, points two, four and five are key. First, landlords must consider the pet for which consent is being sought, not just 'a dog'.

Second, even if you think your property isn't suitable, you must consider whether any conditions or modifications could make it suitable. Third, if making the premises suitable requires a minor change, you must consent to that – it's in the RTA.

So, even though one of the landlord's reasons for refusal was along the lines of the wording in the Act, it did not hold up, because it didn't meet those three tests. In fact, of the four reasons the landlord gave for refusing pet consent, the adjudicator felt that three were reasonable, but could be mitigated by a series of conditions, including a pet bond and minor adjustments to the dwelling, at the tenant's expense.

The fourth reason, that the dog might bark, was ruled unreasonable because it was hypothetical. The tenants hadn't even got the dog yet so there was no way the landlord could say whether it was going to bark or not.

The decisions in the other pet cases used the same principles, but there was one area that I found surprising. Even if your tenants get a pet without asking for consent first, if they then ask for consent in writing you must consider it, and you must consider it without prejudice. The Tribunal has decided two cases which had this as a factor, one in which the tenant won and could keep the dog, in the other the tenant lost.

The losing case is informative, because the landlord refused consent based on the dog's behaviour and the tenant's behaviour. The landlord was considering the specific pet and the specific circumstances, and the reasons he gave for refusal were considered reasonable. This shows that if you do it right, you can win.

I don't have space here to cover all the detail in all of the pet cases, so you can find more detailed analysis on our website at <https://nzpif.co.nz/blog/pet-rules-tribunal-decisions/>. I recommend you have a look at this page, so that you're better prepared for when you get your first pet consent application.

