

Petition P-06-1272 – Ban the use of ‘no pet clauses’ in tenancy agreements in Wales

Response from petitioner, Sam Swash, to Minister for Climate Change’s letter to Jack Sargeant, Chair of the Petitions Committee 18.01.2023

The letter presented by the Minister is somewhat of a distraction from the real issue and does little to solve the problem of tenants being unfairly restricted from keeping a pet in Wales.

To date, the Minister has failed to adequately provide any confidence that the Welsh Government has any intention of preventing the continued treatment of tenants as second-class citizens in Wales.

There appears to be an inherently flawed belief that landlords generally act in good faith, when the evidence, and experience of tenants, suggests the opposite.

As such, the solutions provided to date by the Minister to tackle this problem haven’t gone anywhere near far enough. The solutions presented have been in the form of placing further impedimentary expectations onto tenants, rather than landlords.

Sadly, it reflects the depths of the institutional timidity of the Welsh Government in facing up to the private landlord lobby. Such is the extent of that timidity that the UK Conservative Government, and indeed some Conservative MSs, hold a more progressive position on tenants’ rights than the Welsh Government.

Regardless of whether the Welsh Government has undertaken what it believes to be a ‘comprehensive communications campaign’ in relation to the Renting Homes (Wales) Act 2016, it remains patently unrealistic to expect the majority of tenants to understand the minutiae of the Act, or of their ability to challenge the inclusion of an unreasonable no pet clause in an Occupation Contract.

Indeed, the Minister, in her response, states that a tenant can challenge the inclusion of a no pet clause ‘if it was unreasonable to’ have included it within the Occupation Contract. In response to this, the petitioner asks;

- 1) What does the Minister believe amounts to an ‘unreasonable clause’ when including a no pet clause in an Occupation Contract?
- 2) Where has the Welsh Government provided guidance to landlords and tenants in relation to what constitutes an ‘unreasonable clause’ to prohibit pets?
- 3) How does the Welsh Government believe a tenant should go about ‘challenging’ the unreasonable inclusion of a no pet clause within an Occupation Contract?
- 4) What are the consequences for a landlord who inserts an ‘unreasonable’ no pet clause into an Occupation Contract in Wales?
- 5) How does the Welsh Government intend to enforce the restriction of ‘unreasonable’ clauses?
- 6) How does the Minister’s response help somebody who is not an existing tenant, and faces blanket dismissals from letting agents and landlords when attempting to rent a property with a pet in Wales?

The landlord-tenant relationship is a fundamentally unequal one. To date, the responses in relation to this petition have done little but reinforce the nature of that relationship here in Wales.

Aside from the increasing financial toll of renting, the petitioner would encourage the Minister to consider the psychological hardship caused by trying to make a life for yourself in what is

ultimately someone else's spare house. Your home, your refuge, your place of safety in the world – all can be taken away from you, through no fault of your own, in order to financially enrich someone wealthier than you.

The current position of the Welsh Government is to further add to that psychological hardship by allowing landlords to restrict tenants from even possessing the small comfort of keeping a pet.