

Fact Sheet 7:

Lessor's right of entry

As a tenant you have rights under the *Residential Tenancies Act 1987* (the Act). This fact sheet explains the law in Western Australia about the right of entry and incorporates the changes made to the Act, which came into effect on 1 July 2013.

Lessor's right of entry

As a tenant you have a right to quiet enjoyment and reasonable peace, comfort and privacy of the property. The lessor or anyone acting on their instructions, (like a tradesperson) are not permitted to enter the property unless you have been given a reasonable amount of notice beforehand.

When can the lessor enter the property?

It is a term of every agreement (it cannot be contracted out of) that the lessor may enter the property in the following circumstances:

- In any case of **emergency**;
- **Routine inspections** of the property **or any other purpose**, at a reasonable time specified by notice in writing given to you at least seven days but no more than 14 days before the proposed entry to the property;
- At any reasonable time for the purpose of **collecting rent** where if it is agreed that the rent is to be collected from the property;
- If the lessor suspects that the property has been **abandoned** (and has given the appropriate notice), then the lessor may enter the property for the purpose of inspecting and securing it.
- To carry out or inspect **necessary repairs or maintenance**, at a reasonable time specified by notice in writing at least 72 hours before the proposed entry to the property.
- To **show prospective tenants through** the property in the last 21 days of your tenancy agreement, at a reasonable time and on a reasonable number of occasions after having given you reasonable notice in writing.
- To **show prospective buyers through** the property, at a reasonable time and on a reasonable number of occasions after having given you reasonable notice in writing.
- If you agree at or immediately before the time of entry.

How often can the lessor inspect the property?

From 1 July 2013 a lessor may only conduct four routine inspections in any 12 month period.

What is a 'reasonable time'?

A reasonable time means between 8.00am and 6.00pm on a weekday; or between 9.00am and 5.00pm on a Saturday; or any other time agreed between you and the lessor.

What is 'reasonable notice'?

The Residential Tenancies Act states what notice period is required for inspections, maintenance etc but it does not define reasonable notice for showing prospective tenants and buyers through the property. This means that you can specify what you consider to be reasonable given your circumstances and your day to day commitments. If the lessor wishes to take people through the property on a regular basis you may be able to negotiate a reduction of rent to compensate you for the inconvenience.

Do I have a right to be present when the lessor's enters the property?

While you have the right to be present when the lessor/third party enters the property there is no rule stating that you must be present. If you have been given the correct notice and you have failed to negotiate an alternative time, the lessor can use their spare key to enter the property regardless of whether you are home or not. If you cannot be present at the time stated on the notice, and you cannot negotiate an alternative time you should try and get a friend or a relative to be there instead.

What happens if my belongings are damaged by the lessor entering the property?

You must be compensated by the lessor if they or any other person accompanying them causes damage to your belongings on the property.

Do I have to pay for inspections?

No. The Residential Tenancies Act prohibits any charges other than rent, bond and an option fee. A lessor may try to charge you a "re-inspection" or "final inspection" fee. This is most commonly done where the tenancy

agreement has been breached or where you have terminated the tenancy earlier than expected (usually under a fixed term agreement). This may be argued as a penalty for the breach.

If the lessor can show that they have incurred additional expenses or costs as a direct result of you breaching the tenancy agreement, then they may be entitled to claim such costs back from you. For example, the lessor may try to charge a re-inspection fee because they had to come and inspect the property to make sure you had fixed up whatever the alleged breach was.

You cannot be charged a final inspection fee as it is a term of the tenancy agreement that the lessor is to carry out an inspection and Property Condition Report at the end of the tenancy.

What can I do if the lessor interferes with my privacy?

If the lessor enters the property without giving the required notice, or enters so often that your quiet

enjoyment of the property is being affected, there are a number of options available to you:

1. You can write to the lessor and inform them that your privacy is being violated and request that in the future the correct notice is given.
2. If the property is managed by an agent, you may request a meeting with the Principal of the real estate agency and discuss the problem with him/her. Be clear about how much notice you require before each entry taking into consideration what notice you are entitled to under the *Residential Tenancies Act 1987*.
3. If you find that you are not getting anywhere with your negotiations then contact your local tenant advocate for assistance.

If you have any questions about the topics discussed in this fact sheet please contact your local tenancy advocate or the Department of Commerce on 1300 30 40 54 or go to www.commerce.wa.gov.au

METROPOLITAN: Fremantle Community Legal Centre (Fremantle) (08) 9432 9790 www.fremantle.wa.gov.au | Gosnells Community Legal Centre (Gosnells) (08) 9398 1455 www.gosclc.com.au | MIDLAS (Midland) (08) 9250 2123 www.midlas.org.au | Northern Suburbs Community Legal Centre Inc. Mirrabooka: (08) 9440 1663 Joondalup: (08) 9301 4413 www.nsclegal.org.au | SCALES, Rockingham: (08) 9550 0400 www.law.murdoch.edu.au/scales | Sussex Street Community Law Service Inc. (Victoria Park) (08) 6253 9500 www.sscls.asn.au | Welfare Rights & Advocacy Service (Perth) (08) 9328 1751 www.wraswa.org.au **REGIONAL:** Albany Community Legal Centre Inc. Albany: (08) 9842 8566, Free call: 1800 606 060 www.albanyclc.com.au | Agencies for South West Accommodation (ASWA) Bunbury: 08 9791 1877 www.glcl.com.au | Geraldton Resource Centre (Geraldton) 08 9938 0600 www.grc.asn.au | Goldfields Community Legal Centre Kalgoorlie: (08) 9021 1888 www.glcl.com.au | Kimberley Community Legal Services Kununurra: (08) 919 3100 Free Call: 1800 686 020 | Peel Community Legal Service Inc. (Mandurah) (08) 9140 1613 www.peelclc.com.au | Pilbara Community Legal Service Karratha: 08 9185 5899 Newman: 08 9177 8708 Roeburne: 08 9182 1169 South Hedland: (08) 9140 1613 | Wheatbelt Community Legal Centre Inc. (Northam) (08) 9622 5200 www.wheatbeltclc.com.au | State wide legal telephone advice line Metro: (08) 9221 0088 Regional: 1800 621 888

Disclaimer: Though every attempt was made to present information in an accurate way in this information sheet NSCLC disclaims liability for any loss or damage arising from its use. This sheet is intended as a guide only.