

Asking to make an alteration

Information for tenants

From time to time, you may wish to add to the comfort or security of your home by making minor changes at your own expense. It is important that you follow the proper process otherwise action can be taken against you for breaching the terms of your lease.

Consent

You must first seek the landlord's written consent before you add a fixture or make any renovation, alteration or addition to the premises. If an agent is managing the property you can put your request to them. It is best to put it in writing so you have a record of your request.

When submitting your request, you should try to provide as much information as you can about the change you wish to make to the property. For example, if you wish to install pay television, you should first find out exactly what is required to be done to the property. A landlord may also be more likely to agree to your request if you use a qualified tradesperson to carry out alterations.

Agreement is essential

Before you make any changes, you should agree with your landlord as to who will pay the costs and what will happen to any fixture you add at the end of the tenancy.

Rules on costs

Generally, an added fixture or change made by you is at your own expense unless your landlord offers to pay. For example, your landlord may offer to share or cover the cost of materials or reduce some rent. It is entirely up to the agreement between you and your landlord. You are not able to go to the Consumer, Trader and Tenancy Tribunal seeking to get back money for improvements so make sure that this is agreed upon well in advance.

Removal at the end of the tenancy

If you pay for any fixtures in the premises, you are allowed to remove them at the end of the tenancy, as

long as you notify your landlord or your agent of any damage this causes.

You must then either pay for the cost of repairs, or arrange to repair any damage to a satisfactory standard.

If your landlord pays for the fixture in some way, then you are not allowed to remove it without their consent. Your landlord has the right to apply to the Tribunal for an order that prohibits you from removing a fixture, or an order that you pay for repairs to any damage you have caused in removing a fixture.

If you do not remove a fixture you have added by the time you hand back possession, you cannot come back and get it later on. It ceases to belong to you and forms part of the premises.

When can a landlord refuse my request?

Your landlord cannot unreasonably refuse to give you consent to add a fixture or to make a change that is of a minor nature.

The law gives some guidance as to the types of reasons where it would be reasonable for your landlord to say no to your request.

These include work which:

- involves structural changes (e.g. knocking out a wall)
- is not reasonably capable of being rectified, repaired or removed
- is not consistent with the nature of the property (e.g. installing modern fixtures in a heritage property)
- is prohibited under a law (such as a strata by-law).

This is not an exhaustive list. There may be other reasons to decline your request. If you think that the reason for your landlord's refusal is not reasonable, you can apply to the Tribunal for permission to make the change.

Painting the premises

It is up to the landlord to decide whether you can paint the premises (inside or out) and the Tribunal cannot give permission if the landlord refuses. If the landlord does consent, you should make sure they are aware of the colour, brand of paint and how many coats you are planning to do before you begin, to avoid any disagreements later on. Make sure these details are included in the landlord's written consent.

Minor alterations

The law does not define what is a change of a 'minor nature'. This will depend on the property and the circumstances. It is for you and your landlord to agree on or for the Tribunal to resolve if a dispute arises.

Examples of the types of changes that may be considered reasonable include:

- installing window safety devices for small children
- installing additional security features
- having a phone line connected
- connecting to the National Broadband Network
- putting a reasonable number of picture hooks in the wall
- planting some vegetables or flowers in the garden
- connecting to pay television
- replacing the toilet seat
- installing a grab rail in the shower for elderly or disabled occupants.

Remedies for unsatisfactory work

Your landlord can apply to the Tribunal for order against you for the cost of rectifying work you have done or arranged if:

- they can show the work was not done to a satisfactory standard or
- it is likely to adversely affect the landlord's ability to rent the premises in the future to other tenants.

Such an application can be made whether or not your landlord gave you consent to add the fixture or to make the change.

At a glance

The table below lists the key differences between the old Act and the tenancy laws that began on 31 January 2011.

Old laws	New laws
Landlord consent to alteration requests required	Same
Landlord had final say on whether the tenant can paint the premises	Same
Landlord could unreasonably refuse requests from a tenant to add any fixture or to make any sort of change to the premises	Landlord must not unreasonably refuse requests to add a fixture or make a change of a minor nature