

## Tenancy: Modifications to the property

This factsheet explains the way in which tenants may make modifications to property.

The tenant may apply in writing for the landlord's consent before the tenant can renovate or make an alteration or addition to the premises.

Changes to the property are called modifications. Modifications are classified as general or special modifications.

Special modifications consist of minor modifications and modifications for safety, security, disability, energy efficiency or telecommunications access.

### Minor modifications

In summary, minor modifications can be removed or undone so that the property is restored to substantially the same condition as the property was in at the commencement of the agreement, allowing for fair wear and tear.

Minor modifications may include putting up picture hooks, installing a bathroom shelf, affixing blinds to a window, or planting a herb garden.

Planting vegetables, fruits, flowers, herbs or shrubs is considered a minor modification if:

- Existing vegetation or plants do not need to be removed; and
- For shrubs – the shrubs will not grow to more than 2m in height.

Installing or placing a composting tumbler or composting bin is also considered a minor modification if existing vegetation or plants do not need to be removed.

It is worth noting that different rules may apply if you live in a Strata building.

### Modifications for safety, security, disability, energy efficiency or telecommunication access

The other category of modifications are modifications made for one of the following defined reasons:

- (a) for the safety of people on the property (e.g. furniture anchors or child safety gates);
- (b) on written recommendation of a health practitioner – to assist a tenant who has a disability (e.g. access ramps, safety rails);
- (c) to improve the energy efficiency of the property;
- (d) to allow access to telecommunication services; or
- (e) for the security of the property or people on the property (e.g. deadlocks or alarms).

### Can my landlord refuse consent?

Landlord can:

- refuse consent to special modifications (including minor modifications) only with the approval of ACAT; and
- refuse consent for general modifications, but they must not refuse consent unreasonably.

If the landlord does not consent to a general modification, the tenant can apply to ACAT for an order that the landlord unreasonably refused consent.

### When can the landlord refuse consent to a special modification?

ACAT may make an order permitting the landlord to refuse consent to a special modification (or impose conditions on consent) in certain situations. These include if the landlord would suffer significant hardship if the special modification was made, or if the special modification would result in additional maintenance costs. If the special modification is contrary to law or likely to require modification to other residential properties or common areas, it may also be refused by ACAT.

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### Can the landlord impose conditions?

Yes. For all modifications, including special modifications, the landlord may impose a reasonable condition on consent. For example, they can require a qualified tradesperson must undertake both the modification and restoration at the end of the tenancy.

### Do I need to remove a special modification at the end of my tenancy?

Yes. The tenant is responsible for restoring the property to substantially the same condition as the property was in at the commencement of the residential tenancy agreement, allowing for fair wear and tear.

Many modifications requested by a tenant may improve the property (e.g. upgrading locks or installing energy efficiency devices). The tenant and the landlord can agree to leave the modification in place at the end of the tenancy. If the tenant and the landlord do not agree, the tenant must remove the modification.

### Can I ask the landlord to pay for the modification?

The tenant must pay for the modification. The tenant cannot require the landlord to pay for all or part of the modification, even if it improves the value of the property. The tenant and landlord may agree to share the costs of the modification.