

Tenancy: Access and Privacy

Introduction

A tenant is entitled to 'quiet enjoyment' of the premises. This means that you are entitled to use the premises in reasonable peace, comfort and free from any interference from the lessor.

A lessor or agent is not entitled to come onto the premises unless they have arranged an inspection as required under the residential tenancy agreement.

COVID-19 NOTICE

On 22 July 2020, the ACT Government put into effect the *Residential Tenancies (COVID-19 Emergency Response) Declaration 2020 (No 2)*, which prohibits lessors from physically accessing a tenanted premises unless to make urgent repairs, with the tenant's consent or by order of the ACT Civil and Administrative Tribunal ('ACAT'). You are required to provide reasonable assistance to your lessor so they can virtually perform the otherwise lawful inspections discussed in this fact sheet.

The *Residential Tenancies (COVID-19 Emergency Response) Declaration 2020 (No 2)*, has extended the moratorium on evictions and rent increases until at least 22 October 2020.

If you reside in an impacted household under a tenancy agreement, you may now terminate your fixed-term agreement by giving at least three weeks written notice prior to the date of termination and providing your landlord or their agent with evidence to show that you reside in an impacted household at the time of giving notice.

Routine Inspections

A lessor may enter the property to carry out lawful routine inspections. A lessor is allowed to inspect a premises twice in each period of 12 months. The lessor can additionally carry out an inspection within

the first month of the tenancy and within the last month of the tenancy.

For these inspections, the lessor must give a tenant 1 week's written notice and suggest a reasonable time for the inspection. You do not have to agree to a proposed inspection time and can negotiate another time. If you cannot agree, either party may apply to ACAT to determine the time.

Access for Purchasers and New Tenants

Tenants must permit the lessor reasonable access during the final 3 weeks of the tenancy to allow inspection of the premises by prospective tenants. The lessor is only required to give you 48 hours notice of these inspections.

If the lessor has notified you of their intention to sell the property, you must also permit reasonable access for prospective purchasers upon receiving 48 hours notice. The lessor must have a genuine intention to sell the property and must notify you of this intention in writing before requiring you to allow access.

Landlords are not permitted to conduct any more than **two inspections per week** (unless agreed by yourself) and the inspections must take place at a mutually agreed times between you and your landlords or their agent, having regard to the work and other commitments of both the landlord and tenant.

For further information in relation to sale of premises, please refer to our *Ending a Tenancy* Factsheet.

Access for Inspecting or Making Repairs

Additionally, the lessor may come onto the premises to make or inspect the need for repairs. Generally 1 weeks' notice should be given for this but this could vary depending on the nature of the repairs required. It is generally in your interest to have repairs carried out expeditiously.

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If you have any questions arising out of the information provided in this fact sheet, contact the **Tenancy Advice Service** at:

1300 402 512 or TAS@legalaidact.org.au