

## Tenancy: Modification to the Premises

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

The tenant must not make any changes to the property without the lessor's written consent. Changes to the property are called modifications and they can be general or special.

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

### 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) 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).

Lessors can refuse consent to special modifications (including minor modifications) only with the approval of the ACT Civil and Administrative Tribunal ('ACAT'). Lessors can refuse consent for general modifications but they must not refuse consent unreasonably.

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

ACAT may permit the lessor to refuse consent to a special modification (or impose conditions on consent) in certain situations. These include if the lessor would suffer significant hardship if the special modification was made, or if the special modification would result in additional maintenance costs. ACAT may also permit refusal if the special modification is contrary to law or likely to require modification to other residential properties or common areas.

### Can the lessor impose conditions?

Yes. For all modifications, including special modifications, the lessor may impose a reasonable condition on consent. For example, they can require a qualified tradesperson 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.

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

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

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

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](mailto:TAS@legalaidact.org.au)