

Alteration requests from your tenant

Information for landlords

From time to time, a tenant may ask for permission to make a small change or add a fixture to the premises at their own expense, to increase their comfort or security. You should give careful consideration to such requests.

No changes without consent

The tenant must first seek your written consent before they add a fixture or make any renovation, alteration or addition to the premises. If they do so without your consent they are breaching the terms of the tenancy agreement. You can apply to the NSW Civil and Administrative Tribunal for orders that the tenant comply with the agreement and restore the premises to the previous condition.

If the tenant approaches you with a request to add a fixture or make a change to the premises and you think it is reasonable, you may give your written consent for the tenant to make the change. You could also think about whether you would prefer to arrange and pay for the work to be done yourself. That way you retain total control over who does the work, how it is carried out and the types of materials (if any) that are used.

Reasonable refusal

You may not unreasonably refuse to give the tenant 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 to say no. These include work which:

- involves structural changes (eg. knocking out a wall)
- is not reasonably capable of being rectified, repaired or removed
- is not consistent with the nature of the property (eg. installing modern fixtures on a heritage property)
- is prohibited under a law (such as a strata by-law)
- involves painting (see below for more information).

This is not an exhaustive list. There may be other reasonable reasons to decline the tenant's request.

You should let the tenant know what the reason is if you say no. It is best to do this in writing. Be aware that if the tenant thinks you are not being reasonable they can apply to the Tribunal for permission to make the change.

Painting the premises

Whether the tenant can paint the premises (inside or out) is a matter over which you have total control. The Tribunal cannot give consent to a tenant if you say no. Before you give the tenant permission to paint the premises it may be a good idea to get them to show you which colour/s they intend to use. You may also want a say in which brand of paint is used and how many coats are applied. Make sure these details are included in your written consent. It is good practice to arrange an inspection after the work has been completed to see that the painting has been done to a satisfactory standard.

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 the tenant to agree on or for the Tribunal to resolve if a dispute arises.

Examples of some common types of requests you may think are reasonable include:

- installing extra window safety devices for small children
- installing additional security features above what is required
- 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 Foxtel
- replacing the toilet seat
- installing a grab rail in the shower for elderly or disabled occupants.

Compensating the tenant

Generally, an added fixture or change made by the tenant is at their expense, unless you agree otherwise. For example, you may offer to cover the cost of the materials or give a rent reduction if you let them paint the premises. It is entirely up to you. The tenant cannot go to the Tribunal seeking to get money back for improvements they make.

Removal of fixtures at end of tenancy

If your tenant paid for any fixtures in the premises, they are allowed to remove them at the end of the tenancy, as long as they notify you or your agent of any damage this causes. The tenant must then either pay for the cost of repairs, or arrange to repair any damage to a satisfactory standard. If you paid for the fixture in some way, then the tenant is not allowed to remove it without your consent.

If necessary, you can apply to the Tribunal for an order that prohibits the tenant from removing a fixture, or an order that the tenant pay for repairs to any damage they have caused in removing a fixture.

If the tenant does not remove a fixture they have added by the time they hand back possession they cannot come back and get it later on. It ceases to belong to them and forms part of the premises. It is up to you whether or not you wish to keep it in the premises for the next tenant.

Remedies for unsatisfactory work

You can apply to the Tribunal seeking an order against the tenant for the cost of rectifying work done by or on behalf of the tenant if:

- the work was not done to a satisfactory standard, or
- if it is not rectified it is likely to adversely affect your ability to rent the premises in the future to other tenants.

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