



Accessing a tenanted property for inspections

The Department of Commerce (the Department) has received an increase in complaints from tenants that their lessors and property managers have set appointments for inspections without negotiating with the tenant first.

REASONS FOR ACCESS

As referenced in [e-Bulletin issue 45](#), since 1 July 2013 a lessor's right to access a tenanted property has been altered under the amended *Residential Tenancies Act 1987* (the RT Act). Every residential tenancy agreement permits the lessor, or a property manager appointed by the lessor to act on their behalf, to access the tenanted premises only under circumstances outlined under section 46 of the RT Act.

A property manager may enter the premises at a reasonable time to conduct a routine inspection, or for any other purpose, after providing the tenant with written notice of no less than 7 days and no more than 14 days before the proposed entry. Access under these circumstances cannot occur more than four times in any 12 month period.

You may need to access the tenanted premises to carry out or inspect necessary repairs or maintenance. This type of access can be sought at any reasonable time after giving the tenant written notice no less than 72 hours before the proposed entry.

When the tenant or lessor decides to terminate the tenancy agreement, the property manager can seek access to show prospective tenants the premises at a reasonable time and on a reasonable number of occasions during the 21 day period before the termination date. The tenant is required to be given reasonable notice of the intended access in writing.

Access to the premises for the purpose of showing prospective buyers the property can be at any reasonable time and on a reasonable number of occasions after giving the tenant reasonable notice in writing.

Property managers can also access the premises in case of emergency or with the tenant's consent given either at, or immediately before, the time of entry.

NEGOTIATION AND NOTIFICATION

The right of entry can only occur once the lessor or property manager has followed the requirements to facilitate the access stated within the RT Act.

Prior to giving the notice to the tenant for the proposed entry, the property manager must make a reasonable attempt to negotiate with the tenant a day and time for the entry which does not unduly inconvenience the tenant. When considering times that you would like to suggest to the tenant for the entry, you may wish to consider any known factors which may influence the tenant. For a tenant who works night shifts and needs to sleep during the day, the suggestion of a mid to late afternoon appointment may be more appealing than an appointment in the morning.

A reasonable time for an inspection is clarified within the RT Act as being either between 8am and 6pm on a weekday or 9am and 5pm on a Saturday. It can be scheduled for another time outside these hours if the two parties agree.

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Written notices of intention to access the premises which are issued to tenants must specify the day of entry and whether it will be before or after 12pm on that day. You may wish to consider using the Department's [Form 19 Notice of Intention to Enter Premises](#) to issue such written notices. The Department's information on how to issue notices found [here](#) may also be of assistance to you. If you and the tenant have agreed to send and receive notices electronically, the *Electronic Transactions Act 2011* allows you to email or fax the notice to the tenant.

A tenant has the right to be present at the premises during the property manager's entry, including when showing prospective tenants or buyers through the premises.

Tenants cannot be forced to accept proposed appointment dates and times. If the property manager and tenant cannot reach agreement on an appointment time, an order for access can be obtained through the Magistrates Court.

In addition, property managers cannot penalise tenants or charge a tenant directly for damages if the tenant fails to accept a proposed appointment or fails to follow through with agreed appointments. Clauses within tenancy agreements to such an effect may be unlawful under section 57 of the RT Act. The lessor may be able to seek reimbursement of any out of pocket expenses incurred as a result of the tenant's failure to keep an appointment through the Magistrates Court.

ABANDONED PREMISES

The lessor or property manager is also entitled to access the premises if they have reasonable grounds to suspect that the tenant has abandoned the property. Information about what would be considered to be reasonable grounds to suspect the tenant has abandoned the premises, and the procedure for issuing notices and entering the premises, is available on the Department's [website](#).

OTHER INFORMATION

When accessing the premises, the property manager must ensure that they are doing so in a reasonable manner. Unless the tenant consents otherwise, the property manager must not stay, or permit others to stay, longer on the premises than what is necessary for the purpose of the entry.

Under every tenancy agreement, the tenant is entitled to be compensated by the lessor for any damage caused to their goods at the premises if they are damaged during the entry by the property manager or any person accompanying the property manager.

Additional information on the right to access a tenanted property, can be viewed on the Department's [website](#) or by contacting 1300 30 40 54.

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