

Making Modifications

IMPORTANT: Changes to the *Residential Tenancies Act* came into effect on **29 July 2024**. The information in this fact sheet explains these changes and applies to circumstances and issues that may occur after this date.

If you are looking for information about issues that occurred **before 29 July 2024**, the information in this fact sheet may not be applicable. You can get legal advice about your circumstances.

As a tenant, you can make modifications to your rental property, but there are rules that apply depending on the type of modification and the reason for making it.

The different types of modifications are:

- Minor modifications
- Furniture safety modifications
- Security modifications to prevent family violence
- Major modifications (sometimes referred to as “Other Modifications”)

In the
**Residential
Tenancies Act**
the **landlord** is
referred to as
the **lessor**.

This fact sheet provides information each of these types of modifications. There may also be information in your tenancy agreement relating to modifications, so you should read your agreement carefully before making any changes to your rental property.

For all types of modifications, you will generally be responsible for the cost of making the modification and the cost of removing it when you move out, unless the lessor agrees to keep it.

MINOR MODIFICATIONS

The *Residential Tenancies Regulations* provides a list of the types of modifications that class as minor modifications. These are:

- picture hooks
- screw for wall mount, shelf, or bracket
- wall anchoring device (for tv or furniture)
- water-efficient shower heads (water efficiency rating of 3 or more stars under the AS/NZS 6400:2016)
- hand-held shower heads
- LED light bulbs that do not need new fittings
- window covering (curtains or blinds)
- curtain or blind cord anchors
- adhesive child safety lock
- pressure mounted safety gate
- child safety device on window
- lock on letterbox and gates
- wireless doorbell
- vegetable or herb garden
- flyscreens on doors and windows
- draughtproofing (weather seals, caulking, or gap filling around windows and doors)

You are allowed to make minor modifications with the lessor's permission. You must ask for permission using the Form 26: [Minor Modification request form](#). You should complete sections 1, 2, and 3 of the form, and make sure you keep a copy of the completed form for your records.

The lessor must respond within 14 days after they receive the request. If the lessor does not respond to the request within 14 days, they are taken to approve the request and you are able to make the modification in the manner you described on the form. Make sure you allow the full 14 days to for the lessor to respond as well as time for postage if you are sending by mail.

In responding to a tenant's request, the lessor completes sections 4 and 5 of the form. The lessor can choose to:

- Approve the request
- Approve the request but with conditions that don't require Commissioner approval
- Approve the request but with conditions and apply to Commissioner for approval for these conditions
- Refuse the request for a reason that doesn't require Commissioner approval
- Refuse the request and apply to the Commissioner for approval to refuse

If applying to the Commissioner for approval to set conditions or refuse the request, the lessor must do this within 14 days of receiving the request.

SETTING CONDITIONS

The lessor can approve the request subject to conditions. Some conditions require Commissioner approval and others do not.

Conditions that **do not** require Commissioner approval:

- Requiring the work to be carried out by an appropriately qualified person and/or requiring you to provide a copy of an invoice once the work is completed. This only applies if the modification is one of the following:
 - lever style taps
 - phone or internet connections
 - painting a room
 - non-permanent window film
 - security lights, alarms or cameras
- If the modification is an alarm system, requiring you to provide the lessor with codes for the alarm system
- If the modification is locks on gates or letterboxes, requiring you to provide the lessor with copies of keys for these locks

To impose any other conditions, the lessor must seek Commissioner approval. The lessor has to apply to the Commissioner within 14 days of receiving the request, and the Commissioner can approve or refuse the condition.

REFUSING THE REQUEST

The lessor can refuse the request in certain circumstances. Some reasons require Commissioner approval and others do not.

Reasons for refusal that **do not** require Commissioner approval:

- Making the modification would disturb asbestos
- The home is heritage-listed
- There are written laws or strata bylaws that prohibit the modification

If the modification is required for a tenant with a disability to access and use the property, the lessor cannot refuse if it would be against anti-discrimination legislation

To refuse for any other reason, the lessor must seek Commissioner approval.

Reasons for refusal that **do** require Commissioner approval:

- Lessor would suffer undue hardship
- Modification would be unsafe
- Additional maintenance costs for the lessor
- Modification requires changes to another property or common property (if strata-titled)
- Removing the modification and/or restoring the premises would not be practical and would cost more than the amount of the bond
- Tenant has been given a valid notice of termination
- Modification involves drilling or nailing something onto tile or brick and there is high risk of damage
- Modification is otherwise unreasonable in the circumstances

The lessor must apply to the Commissioner within 14 days of receiving the request, and the Commissioner can approve the lessor's refusal, or require the lessor to approve the modification.

If you think the lessor's refusal or conditions are unreasonable or inapplicable, you can apply to the Commissioner to challenge the refusal or conditions. You can get legal advice about your rights and options before commencing this process.

FURNITURE SAFETY MODIFICATIONS

You can attach furniture to the walls to ensure that children or people with disability in the house are safe. For example, you may want to attach a bookshelf to the wall to stop it falling over.

You still need to ask your lessor for permission to make a furniture safety modification, using the Form 24: [Request to Lessor to Affix Furniture](#). You should keep a copy of the completed form for your records.

The lessor must respond within 14 days from receiving the request. If they do not respond within 14 days, they are taken to have approved the furniture safety modification.

A lessor can only refuse on limited grounds, being:

- Making the modification would disturb asbestos
- The home is heritage-listed
- There are strata bylaws that prohibit the modification

If the modification is required for a tenant with a disability to access and use the property, the lessor cannot refuse if it would be against anti-discrimination legislation

SECURITY MODIFICATIONS TO PREVENT FAMILY VIOLENCE

You can make some modifications without lessor's consent where these are necessary to prevent someone from entering the premises to perpetrate family violence against you, another tenant, or your dependants.

The *Residential Tenancies Regulations* provides a list of these types of modifications. These are:

- installing security alarms and cameras
- adding locks, screens, and shutters on windows
- adding security screens on doors
- installing exterior lights
- adding locks on gates;
- pruning shrubs or trees that limit visibility around the property

Even though you don't need the lessor's consent to make these changes, you are still required to let them know in writing before making the changes. These modifications must be carried out by a suitable tradesperson and you must provide the lessor with a copy of the invoice within 14 days after the work is done.

If your property is heritage-listed, this does not apply – if you need to make security modifications, you should seek legal advice.

There are also separate provisions that allow you to change the locks at the property to prevent family violence. You can read our Family Violence fact sheets for more information.

MAJOR MODIFICATIONS

A major modification is any modification other than a minor modification, a furniture safety modification, or a security modification. It could include more substantial changes like adding a pergola or installing an air conditioner.

Your tenancy agreement should say whether:

- You can make a modification without the lessor's consent
- You can make a modification but only with the lessor's consent, or
- You cannot make any modification to the premises.

If you are allowed to make a modification without consent, you must still give the lessor a written notice stating that you intend to make a modification and describe the intended modification.

If you are allowed to make a major modification with the lessor's consent, you can request this consent using the Form 27: [Request to Lessor to Make Major Modification](#). Make sure you keep a copy of the completed form for your records

The lessor must respond within 28 days after they receive the request. If the lessor does not respond to the request within 28 days, they are taken to approve the request and you are able to make the modification in the manner you described on the form. Make sure you allow the full 14 days to for the lessor to respond as well as time for postage if you are sending by mail.

The lessor cannot unreasonably refuse consent but may impose reasonable conditions on their approval. In responding to a tenant's request, the lessor can choose to:

- Approve the request
- Approve the request but with reasonable conditions
- Refuse the request and include the grounds for refusal

If the modification is required for a tenant with a disability to access and use the property, the lessor cannot refuse if it would be against anti-discrimination legislation

REMOVING MODIFICATIONS WHEN YOU LEAVE

Before moving out the property, you should find out if your lessor is happy for you to leave the modification or remove it when you leave. If they agree for the modification to remain, you must get this in writing.

If the lessor does not agree that the modification can remain, then you will be required to either:

- Remove the modification and restore the property to its original condition OR
- Compensate the lessor for the reasonable cost of removing the thing or restoring the premises

For security modifications to prevent family violence, you only have to remove the modification or compensate the lessor for removing if they tell you this in writing. If the property is restored by a tradesperson, you must give a copy of the invoice to the lessor within 14 days after the work is completed.

If you cause damage to the property when making a modification or removing it when you leave, you must let the lessor know in writing. The lessor might require you to repair the damage and restore the condition or compensate them for the reasonable cost of repairing the damage and restoring the premises to the original condition.

MODIFICATIONS MADE BY LESSOR

During your agreement, your lessor can make modifications to the property but only with your consent. They can request this consent using the Form 28: [Request to Tenant to Make Modification](#).

You must respond within 28 days after receiving the request. If you do not respond to the request within 28 days, you are taken to approve the request and the lessor is able to make the modification in the manner described on the form.

You cannot unreasonably refuse consent, but you may impose reasonable conditions on your approval, for example the days or times for the lessor to enter the premises to carry out the work. The lessor is still required to give notice in writing at least 72 hours before the time they intend to enter.

Disclaimer:

This factsheet only contains general information. This factsheet is not legal advice and should not be relied on as a substitute for legal advice. You may wish to seek advice from a lawyer regarding your own particular circumstances. We are not responsible for any consequences arising from your use of, or reliance on, the information contained in this factsheet.

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<https://circlegreen.org.au/disclaimer/>

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FURTHER HELP – TENANTS ADVICE AND ADVOCACY

Circle Green Community Legal

(08) 6148 3636

www.circlegreen.org.au

Department of Energy, Mines, Industry Regulation, and Safety

Consumer Protection for consumer and tenancy related matters

commerce.wa.gov.au/consumer-protection | 1300 304 054

METROPOLITAN COMMUNITY LEGAL CENTRES

Fremantle CLC

(08) 9432 9790

www.fremantle.wa.gov.au/fclc

Gosnells CLC

(08) 9398 1455

www.gosclc.com.au

Midland Information Debt & Legal Advocacy Service (MIDLAS)

(08) 9250 2123

www.midlas.org.au

Northern Suburbs CLC (Joondalup)

(08) 9301 4413

www.nsclegal.org.au

Northern Suburbs CLC (Mirrabooka)

(08) 9440 1663

www.nsclegal.org.au

Southern Communities Advocacy & Legal Education Services (SCALES)

(08) 9550 0400

murdoch.edu.au/School-of-Law/Clinical-Legal-Education-SCALES

Sussex Street CLS

(08) 6253 9500

www.sscls.asn.au

Welfare Rights & Advocacy Service

(08) 9328 1751

www.wraswa.org.au

REGIONAL COMMUNITY LEGAL CENTRES

Goldfields CLC

(08) 9021 1888 | 1300 139 188 (if outside Kalgoorlie-Boulder)

www.gclc.com.au

Great Southern CLS

(08) 9842 8566

www.gscls.com.au

Kimberley CLS

www.kcls.org.au

- **Kununurra**
(08) 9169 3100 | 1800 686 020 (freecall)
- **Broome**
(08) 9192 5177

Peel CLS

(08) 9581 4511

www.peelcls.com.au

Pilbara CLS

www.pcls.net.au

- **Karratha**
(08) 9185 5899
- **Newman**
(08) 9140 1613
- **Roebourne**
(08) 9185 5899
- **South Hedland**
(08) 9140 1613

Regional Alliance West

(08) 9938 0600

www.raw.org.au

South West CLC

(08) 9791 3206 | 1800 999 727 (freecall)

www.swclc.org.au

Wheatbelt CLC

(08) 9622 5200

www.wheatbeltclc.com.au