

### **Residential Tenancies – can a tenant alter a property without permission?**

1. The new changes to the Residential Tenancies Act have received a lot attention in the media and elsewhere. Depending on who you ask, these reforms are either a further erosion of landlords' property rights or a long overdue set of protection for tenants. Unfortunately, some reporting has been unclear or even misleading over what those rights are. It is my intent to give some clarity.
2. The question is, can a tenant make alterations to a property without first contacting the landlord? In most cases, the answer is no. Unless a tenancy agreement gives prior permission to a tenant to a renovation, alteration or addition of fixtures, the written consent of the landlord is required. What has changed is the rules around when a landlord can withhold that consent.
3. The law now says that a landlord must not unreasonably withhold consent for a fixture, renovation, alteration or addition. The landlord, may impose reasonable conditions on their consent. If a tenant makes a written request for consent, the landlord must respond in writing within 21 days. The landlord must respond with their opinion whether the consent is for a minor change.
4. If a proposed change is a "minor change" then it is unreasonable to withhold consent. A full definition of "minor change" can be found in the Act but, in brief, it includes changes with a low risk of damage, that can be easily reversed, are not risky to health and do not compromise the integrity or character of the property.
5. In summary, if a tenant wishes to make minor changes such as hanging new curtains or putting paintings on the wall, they are not allowed to simply make those changes. The tenant must seek the consent of the landlord. That landlord may impose reasonable conditions on their consent, but they may not withhold consent.
6. If you wish to learn more about the new law changes, you should contact Tenancy Services or seek professional legal advice.