

Privacy and Access

Your rights

You are entitled to 'reasonable peace, comfort and privacy' in your use of the premises. The landlord/ agent must not interfere with, or cause or permit anyone to interfere with, your peace, comfort and privacy.

Landlord's right to enter the premises

Other than as outlined below, the landlord/agent, or another person authorised by the landlord, must not enter the premises.

If the landlord/agent gives you the proper notice (if applicable) and they have a valid purpose, you must allow them to enter. This applies whether or not you are at the premises at the time (see below).

Entry with consent

The landlord/agent, or another person authorised by the landlord, can enter the premises at any time with your consent.

Entry without consent, without notice

The landlord/agent, or another person authorised by the landlord, can enter the premises without your consent and without notice, only:

- in an emergency, or
- to do urgent repairs or
- if the landlord thinks that the premises have been abandoned, or
- in accordance with an order of the NSW Civil and Administrative Tribunal (NCAT), or
- if they have serious concern about the health/safety of a person on the premises (after they have first tried to get your consent to enter).

Except in the case of above, the 'Limits to entry without consent' (see below) do not apply.

Entry without consent, with notice

The landlord/agent, or another person authorised by the landlord, can enter the premises without your consent for certain purposes. See the table below for the number of times entry is permitted and minimum notice periods.

Except as noted in the table, notice does not have to be in writing. If notice is posted to you, the landlord/ agent must allow an extra 7 working days for delivery.

Showing the premises to prospective tenants – 'reasonable' notice / number of times

The law does not say what 'reasonable' means. A disagreement about what is reasonable can be settled by NCAT.

If you disagree with the landlord/agent about reasonable access, apply to the tribunal for an order to specify or limit the days and times on which the landlord/agent can show the premises.

If you refuse access, the landlord/agent can apply to the tribunal for an order that authorises them or any other person to enter the premises.

Showing the premises to prospective buyers – agreeing to days and times

The landlord or the agent arranging the sale must try to come to an agreement with you about days and times. When you make an agreement, put it in writing.

Entry without consent – permitted frequencies and notice periods

Purpose	Maximum frequency	Minimum notice
To inspect the premises	4 times in any 12-month period	7 days written notice each time
To carry out or assess the need for: necessary repairs/maintenance (non-urgent) work to meet legal health/safety obligations	(none – as required)	2 days notice each time
To value the premises	1 time in any 12-month period	7 days notice each time
To show the premises to prospective tenants	A 'reasonable' number of times in the 14 days before the tenancy agreement ends	'Reasonable' notice each time
To show the premises to prospective buyers	2 times in any period of a week	Before first showing: 14 days written notice of intention to sell, then before each showing: as agreed, otherwise 48 hours notice each time

You must not unreasonably refuse to agree to days and times for showing the premises – however, you need not agree to more than 2 showings in any period of a week. The landlord/agent may apply to NCAT for an order to specify the days and times that you must let the premises be shown.

Limits to entry without consent

The landlord/agent, or another person authorised by the landlord, must not:

- enter before 8am or after 8pm
- enter on a Sunday or public holiday
- stay longer than necessary.

They must, if they can, notify you of the proposed time and date of entry.

A person authorised by the landlord/agent must have written consent from the landlord/agent to enter the premises. If you are at the premises, they must show you this consent.

Entry when you are not at the premises

If you cannot be there, try to arrange for someone to be there on your behalf. People entering the premises when you are not there may be a problem for your insurance. Ask your insurance company about this.

If your goods are stolen or damaged, apply to NCAT for compensation. You must be able to show that your loss was due to the conduct of the landlord/agent or other authorised person.

Interference with your privacy

Examples of this include:

- the landlord/agent coming to the premises for no reason and without notice
- a tradesperson coming to do non-urgent repairs without proper notice
- prospective buyers with keys coming around without notice or written consent from the landlord.

If your privacy is interfered with

Complain to the landlord/agent in writing and demand that they stop breaching your tenancy agreement. Keep a copy of the letter. You can also:

- apply to NCAT for orders: to stop the landlord/agent entering the premises (Apply within 3 months after you become aware of the landlord's/agent's breach.)
- to specify or limit the days and times on which, and purposes for which, the landlord/agent or other authorised person can enter (Apply at any time during the tenancy.)
- for the landlord to carry out a term of your residential tenancy agreement (Apply at any time during the tenancy.)
- to allow you to change the locks or refuse the landlord a key to the premises
- to end your tenancy
- for compensation for loss of or damage to your goods (Apply within 3 months after you become aware of the loss or damage.)
- report trespass to the police
- complain to NSW Fair Trading.

If your complaint is about a real estate agent, tell your landlord about the agent's behaviour.

Complaining to NSW Fair Trading

See Complaining to NSW Fair Trading at www.tenants.org.au/complaining-to-nsw-fair-trading or contact your local Tenants Advice and Advocacy Service.