

FACT SHEET

Entry and Privacy

The *Residential Tenancies Act 1994* includes protection for tenants' right to privacy. In addition, the Act provides steps for lessors/agents to follow for entering premises to inspect, to carry out maintenance and for general management tasks.

Reasons for entry and notice periods

The lessor/agent can enter the premises only for certain reasons specified in the Act.

Before entering, the lessor/agent must issue an *Entry Notice* (Form 9) to the tenant giving notice of the entry. The amount of notice given varies depending on the reason for entering the premises:

- to enter to inspect - 7 days notice
- to enter to inspect (short tenancy moveable dwelling) - 24 hours notice
- to enter to repair or carry out maintenance - 24 hours notice
- no notice is required to enter for repairs where the premises is in a remote area and there is a shortage of qualified tradespersons in the area
- to enter to show a prospective tenant or purchaser or for valuation purposes - 24 hours notice
- to enter on a reasonable belief that the premises are abandoned - 24 hours notice (see the *Abandoned Premises* Fact Sheet for more information).

The lessor/agent can enter at any time and without notice if the tenant agrees to the entry.

Entry should be at a reasonable time to both parties. A tenant can dispute a notice of entry given by the lessor/agent if they believe the entry is not at a reasonable time. The tenant should contact the lessor/agent and negotiate for a time

that is reasonable to both parties.

The tenant can not prevent the lessor/agent from entering the premises if the correct notice has been given and the entry is at a reasonable time.

The tenant does not have an automatic right to be present when the lessor/agent enters. However, the tenant can negotiate with the lessor/agent for a time that will satisfy both parties.

Limits to entry

The lessor/agent must not enter to carry out a general inspection more than once every three months unless the tenant agrees to more frequent general inspections.

Alternatively, the lessor and tenant may agree to less frequent inspections such as every six months.

For entry to show the premises to prospective purchasers, reasonable time must have elapsed since the last entry for this purpose. What is considered 'a reasonable time since the last entry' may vary depending on the circumstances. However, if a tenant feels their quiet enjoyment of the premises is being breached, they can take action.

The tenant can start by negotiating with the lessor/agent. If this is unsuccessful they can serve a *Notice to Remedy Breach* on the lessor/agent. See page 2 of this Fact Sheet under the heading **Disputes about entry** for further steps which may be taken.

There is no specific limit in the Act applying to entry for other reasons. However, the lessor/agent must take reasonable steps to give the tenant quiet enjoyment, peace and privacy at all times. This applies even when a premises is being re-let or sold.

Entry in emergencies

A lessor/agent can enter without consent in a genuine emergency, such as to carry out urgent repairs, or to protect the premises from damage.

Entry to re-let the premises

A lessor/agent can only enter to show the premises to a prospective tenant if a *Notice to Leave* (Form 12) was given by the lessor/agent to the current tenant or the current tenant gave a *Notice of Intention to Leave* (Form 13) to the lessor/agent. An *Entry Notice* (Form 9) must also be given allowing 24 hours notice of the entry.

Entry to sell the premises

A lessor/agent may only enter the premises to show a prospective purchaser if a *Notice of Lessor's Intentions to Sell the Premises* (Form 10) was issued before, or with, the *Entry Notice* (Form 9).

Entry to moveable dwelling sites

A lessor/agent for a moveable dwelling site may include a term in a tenancy agreement stating the times and conditions under which they may enter the site to carry out maintenance to the site (for example, lawn mowing). Where a tenancy agreement allows for this entry, and entry takes place in the manner stated in the agreement, the lessor/agent does not have to give an *Entry Notice*.

Agent not known to the tenant

If an agent is unknown to the tenant, consent to enter may be withheld by the tenant, unless the agent shows written evidence of their appointment by the lessor.

Where an agent for the lessor who is not the renting agent is seeking to enter the premises, they must give an *Entry Notice* (Form 9) to the tenant and a copy to the renting agent.

Disputes about entry

If there are objections to entry arrangements which cannot be resolved between the parties,

the RTA's Dispute Resolution Service may be able to help. The RTA offers both parties the opportunity to discuss and resolve disputes about entry. Either party may send or fax a *Dispute Resolution Request* (Form 16) to the RTA. If unsuccessful, an application can be made to the Small Claims Tribunal for an order. The Small Claims Tribunal has the power to vary the rules of entry in a particular tenancy.

Entry by mutual agreement

The lessor/agent can enter the premises without notice at any time if the tenant agrees to the entry and the entry takes place at the agreed time.

Further information

The *Residential Tenancies Act 1994* is the primary source material on the law and takes precedence over this Fact Sheet should there be any inconsistency between the Act and this Fact Sheet.

For more information about the *Residential Tenancies Act 1994*, contact the Residential Tenancies Authority. Contact details are at the bottom of this Fact Sheet.

Accessing RTA forms

The RTA's approved forms can be obtained by:

- visiting the RTA's website at **www.rta.qld.gov.au** and following the links to "e-Forms"
- calling the RTA's forms distribution service on **1300 136 939**
- faxing a *Request for Forms* to (07) 3216 2258, or
- posting a *Request for Forms* to PO Box 517, Virginia Qld 4034.

A selection of the most commonly used forms is also available at Australia Post offices around Queensland.

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