

Locks and security

As a tenant you have rights under the *Residential Tenancies Act 2010* and *Residential Tenancies Regulation 2010*. This factsheet explains the law in NSW about security of rented premises.

Your obligations

Under the terms of the standard residential tenancy agreement, you agree:

- not to alter, remove or add any lock or other security device without reasonable excuse (see below) or unless the landlord agrees
- to give the landlord a copy of the key (or other opening device or information) for any changed lock or security device within 7 days of the change.

Landlord's obligations

The landlord agrees:

- to provide and maintain locks or other security devices necessary to keep the premises 'reasonably' secure (see below)
- to give each tenant named on the tenancy agreement a copy of the key (or other opening device/information) to open any lock or security device for:
 - the premises
 - any common property that you are entitled to access
- not to charge you for copies of keys or other opening devices except to recover the cost of replacement or additional copies
- not to alter, remove or add any lock or other security device without reasonable excuse or unless you agree
- to give you a copy of any key (or other opening device/information) that they change within 7 days of the change.

Changing locks – reasonable excuses

Reasonable excuses for altering, removing or adding a lock/security device include:

- there was an emergency
- you (or the landlord) had to comply with an order of the NSW Civil and Administrative Tribunal (NCAT)
- the tenancy of a co-tenant was terminated
- a tenant or other occupant was excluded from the premises by an apprehended violence order.

A copy of a changed key or other opening device need not be given to the other party if:

- they agree not to be given a copy, or

- the tribunal authorises a copy not to be given, or
- they are excluded from the premises by an apprehended violence order.

Changing locks without agreement or excuse

It is an offence for you or the landlord/agent to alter, remove or add a lock or security device:

- without agreement of the other party, or
- without a reasonable excuse.

If the landlord/agent changes locks, you can complain to NSW Fair Trading. See *Complaining to NSW Fair Trading* (www.tenants.org.au/complaining-to-nsw-fair-trading) and get advice from your local Tenants Advice and Advocacy Service.

'Reasonable' security

The law does not say what 'reasonable' security means. NCAT decides this on a case-by-case basis (see 'Applying to the tribunal for orders' below).

In the Sydney metropolitan area, it could mean double-cylinder deadlocks on the main doors and locks on the windows. In the inner city, it could also mean bars on ground-floor windows but in a rural area, this is unlikely.

If you believe the locks and security are inadequate:

- Ask an insurance company what locks and security devices it requires before it will insure your home contents. (Get this in writing.)
- Write to the landlord/agent and ask that they install the required locks/devices.

If the landlord/agent does not install the locks/devices as requested, they may be in breach of their obligation to provide 'reasonable' security.

Applying to the tribunal for orders

You can apply to NCAT for orders about:

- making the premises reasonably secure
- compensation for loss arising from insecure premises
- rent reduction for the time that the premises were not reasonably secure
- changing locks and providing or withholding keys.

Contact your local Tenants Advice and Advocacy Service for advice about making an application.

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Orders about reasonable security

You can apply for an order that the landlord install locks or security devices to make the premises reasonably secure.

You must apply within 3 months after you become aware that the premises are not reasonably secure.

When deciding whether the premises are reasonably secure, the tribunal will consider:

- the physical characteristics of the premises and adjoining areas
- the requirements of insurance companies to insure your belongings at the premises
- the likelihood of break-ins, unlawful entry or risks to your personal safety.

Take the following types of evidence to the tribunal:

- information from an insurance company or NSW Bureau of Crime Statistics and Research (www.bocsar.nsw.gov.au) about the risk of break-ins in your area
- a copy of a household contents insurance policy for the premises and/or a policy from someone else in your street
- letters to the landlord or a record of conversations in which you asked for better security
- photographs of broken locks or windows and evidence of previous break-ins.

Compensation orders

You can apply for an order that the landlord compensate you for loss of or damage to your goods because the premises were not reasonably secure

You must apply within 3 months after you become aware of the loss or damage.

You will need to show that:

- you told the landlord of the problem or that they otherwise knew about it (e.g. letters to the landlord/agent, statutory declarations from witnesses, the condition report from the start of your tenancy)
- the landlord failed to provide or maintain the necessary locks and security devices for reasonable security.

At the tribunal, provide a list of:

- the stolen or damaged goods
- the value of the goods when they were lost/damaged, for which you can:
 - get a quote from an insurance company on the depreciated value of the goods, or
 - check the prices of second-hand goods on an online auction website.

The tribunal may not order compensation if you did not try to limit your losses (e.g. you boarded up broken windows and otherwise secured your valuables).

The tribunal can order up to \$15,000 compensation.

Rent reduction

You can apply for an order that the rent is or was excessive for the time that the premises are not reasonably secure.

You must apply during the tenancy.

If the tribunal finds the rent excessive, it will make an *excessive rent order*. The order will specify:

- the amount that the rent must not exceed
- the day from which this maximum rent applies – for a period of up to of 12 months.

See Factsheet 04: *Rent increases* for how to make an excessive rent case.

Orders about locks and keys

You can apply for these orders at any time during the tenancy:

- that you may alter, remove or add a lock or security device
- that you may refuse to give the landlord/agent a copy of a key or opening device/information
- that the landlord must give you a copy of a key or opening device/information.

You must explain to the tribunal why the order is necessary.

Note that the landlord can also apply for such orders – that they may change locks, that they may refuse you a key, that you must give them a key.

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For free tenancy advice, call your local Tenants Advice and Advocacy Service:

SYDNEY:

- Eastern 9386 9147
- Inner 9698 5975
- Inner West 9559 2899
- Northern 9559 2899
- Southern 9787 4679
- South West 4628 1678
- Western 8833 0933

REGIONAL:

- Blue Mountains 4704 0201
- Central Coast 4353 5515
- Hunter 4969 7666
- Illawarra Sth Coast 4274 3475
- Mid Coast 6583 9866
- Northern Rivers 6621 1022
- Northwest NSW 1800 836 268
- Southwest NSW 1300 483 786

ABORIGINAL:

- Sydney 9833 3314
- West NSW 6881 5700
- South NSW 1800 672 185
- North NSW 1800 248 913

WEBSITE: tenants.org.au

NSW FAIR TRADING: 13 32 20

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