

Privacy and access

As a tenant you have rights under the *Residential Tenancies Act 2010* and *Residential Tenancies Regulation 2019*. This factsheet summarises the law in NSW about your right to privacy and the landlord's right to enter the premises.

Your rights as a tenant

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 – if you give 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:

- a) in an emergency, or
- b) to do urgent repairs (see Factsheet 06: *Repairs and maintenance*), or
- c) if the landlord thinks that the premises have been abandoned, or
- d) in accordance with an order of the NSW Civil and Administrative Tribunal (NCAT), or
- e) 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 (e) 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.

Taking photos or video of your house for advertising purposes

The landlord/agent can access your premises to take photos or visual recording of the interior of your rented premises for advertising (sale and lease only) purposes without your consent, although they must first give you reasonable notice and opportunity to move your possessions out of frame.

However, the landlord must obtain your written consent to publish these photos or visual recording publicly, such as on a website, flyer, newspaper or other publication, if they visibly show your possessions. You cannot unreasonably withhold consent to such publication. Being in circumstances of domestic violence is a valid reason to withhold consent.

See also Factsheet 28: *Sale of rented premises*

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

The law does not say what 'reasonable' means. Disagreements about what is reasonable can be settled by the Tribunal.

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 they 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.

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 the Tribunal for an order to specify the days & 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 without consent: permitted frequencies & 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: <ul style="list-style-type: none"> 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 take photos / video of the inside of the house to advertise the premises for sale or lease	1 time within the 28 days before the marketing of the premises or the termination of tenancy	'Reasonable' notice and 'reasonable' opportunity to move your possessions (that can be reasonably moved) out of the camera view
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	<ul style="list-style-type: none"> Before first showing: 14 days written notice of intention to sell, then Before each showing: as agreed, otherwise 48 hours notice each time

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 (if you have insurance). Ask your insurance company about this.

If your goods are stolen or damaged, apply to the Tribunal 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 the Tribunal 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 (See Factsheet 07: *Locks and security*.)
 - to end your tenancy (See Factsheet 09: *You want to leave*.)
 - 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.

Applying to the Tribunal

See Factsheet 11: *NSW Civil and Administrative Tribunal* and contact your local Tenants' Advice and Advocacy Service for help to make an application.

Complaining to NSW Fair Trading

See *Complaining to NSW Fair Trading* at tenants.org.au/resource/complaints-fair-trading or contact your local Tenants' Advice and Advocacy Service.

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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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