

Locks and security

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 locks and security in rented premises, including your obligations, the landlord's obligations, changing locks, and 'reasonable' security.

What are my obligations as a tenant?

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 (preferably in writing)
- 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
- tell the landlord of any damage/disrepair as soon as possible
- leave the property as near as possible to the condition it was in at the start of the tenancy – except for 'fair wear and tear'
- not damage or permit damage to the property deliberately or negligently – you are responsible for damage by any person or pet you have allowed into the property. Note that if the damage was caused during a **domestic violence** incident, the perpetrator is responsible for the damage. Certain evidence may be needed. See [Factsheet: Domestic violence and renting](#).

What are the landlord's obligations?

The landlord agrees:

- to provide and maintain locks or other security devices necessary to keep the property in 'reasonable repair' and '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 your consent, or a reasonable excuse
- to give you a copy of any key (or other opening device/information) that they change within 7 days of the change

Repairs

The landlord/agent must maintain the property in **reasonable repair and fit for habitation**. This is the case even if they told you about any disrepair that existed before you moved in. A fault or damage that makes your home unsafe or insecure may count as an 'urgent repair' – although this has a very specific meaning under tenancy law. For more information on repairs, see [Factsheet: Repairs and maintenance](#).

Privacy and access

The landlord/agent must not interfere with your **peace, comfort and privacy** in your home. There are legal rules about when the landlord/agent can enter the property and for what purpose. For more information, see [Factsheet: Privacy and access](#).

What are reasonable excuses for changing locks?

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 property by an Apprehended Domestic Violence Order (ADVO)

If you alter the locks with a reasonable excuse, it is a good idea to keep **evidence** of the reason and of any costs involved – in case it is needed later.

A copy of a changed key or other opening device must be given to the other party within 7 days **unless**:

- 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 ADVO

Domestic violence

In cases of domestic violence, the law can help in a number of ways. If the domestic violence offender is doing things to make you feel afraid, you can ask the police to apply for an

Apprehended Domestic Violence Order (ADVO) to protect you. An ADVO will not necessarily **exclude** the offender from the property. If you want to exclude the offender from the property, it is important to make sure that the **specific address of the property is stated in the orders**.

Note that if the offender has not been excluded from the property, they may still have the right to live in the property – you should get advice before changing the locks. For advice, call:

- NSW DV line – **1800 65 64 63**
- 1800RESPECT – **1800 737 732**
- Women's Legal Service – **(02) 8745 6999**
- Your **local Tenants Advice and Advocacy Service**.

A victim-survivor of domestic violence may be able to get assistance to change the locks, and improve home security, via **Staying Home Leaving Violence** (NSW government).

See also **Factsheet: Domestic violence and renting**.

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 you change the locks without agreement or excuse, the landlord may seek to claim the cost of replacing them from your bond.

If the landlord/agent changes locks without agreement or excuse, you can **complain to NSW Fair Trading** or **apply to the NSW Civil and Administrative Tribunal (NCAT)** – see below.

If the landlord wants to **evict** you, they must end your tenancy agreement using the correct legal process, or they may face serious penalties. See **Factsheet: Eviction – landlord ends tenancy** and get advice from your **local Tenants' Advice and Advocacy Service**.

What does 'reasonable' security mean?

The law doesn't say what 'reasonable' security means. The NSW Civil and Administrative Tribunal (NCAT) decides this on a case-by-case basis (see below: 'Applying to the Tribunal for orders').

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. However in a rural area, this level of security would probably not be considered necessary.

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 or repair the required locks/devices. See **Sample letter: Locks and security**.

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

You can try **negotiating** with the landlord. See **Tips: Negotiating with the landlord** and **Property modifications for older tenants**. If negotiating does not work, you can apply to the Tribunal – see below.

Applying to the Tribunal for orders

You can apply to the NSW Civil and Administrative Tribunal (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
- repairs
- access

The landlord/agent can also apply to the Tribunal for certain orders.

Contact your **local Tenants Advice and Advocacy Service** for advice about making a Tribunal application. See also **Factsheet: Repairs and maintenance**, **Factsheet: Privacy and access**, and **Factsheet: NSW Civil and Administrative Tribunal**.

Orders about reasonable security

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

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

When deciding whether the property is reasonably secure, the Tribunal will consider:

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

Take the following types of **evidence** to the Tribunal:

- information about the risk of break-ins in your area, from an insurance company or **NSW Bureau of Crime Statistics and Research**
- a copy of a household contents insurance policy for the property and/or a policy from someone else in your street
- correspondence with 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 property was 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, before the loss occurred (for example emails to the landlord/agent, statutory declarations from witnesses, the condition report from the start of your tenancy); and
- 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** (such as boarding up broken windows and otherwise securing your valuables).

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

Rent reduction orders

You can apply for an order that the rent is or was excessive for the time that the property was not reasonably secure. You could argue that without reasonable security you are **not receiving the full use of the property**, so you should not have to pay the full amount of rent.

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: Rent increases](#) for how to make an excessive rent case, and our [Rent Increase Negotiation Kit](#).

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.

Orders about repairs

For the Tribunal to make orders for repairs, you must be able to show that:

- the property is not in reasonable repair (photos are useful),
- you told the landlord/agent about the need for the repairs (e.g. you wrote them an email) or they should have reasonably known about it (e.g. they inspected the property), and
- the landlord/agent has not made a reasonable effort to have the repairs done.

See [Factsheet: Repairs and maintenance](#).

Privacy and access

The landlord and their authorised agents have certain legal obligations on when and for what purpose they can enter your home. If they are not complying with these obligations, you can apply to the Tribunal for orders **specifying or limiting the days, times, or purposes** a landlord or other authorised person can have access – see [Factsheet: Privacy and access](#).

More info

- Factsheets: [Repairs and maintenance](#); [Privacy and access](#); [NSW Civil & Administrative Tribunal](#); [Domestic violence and renting](#)
- [Tips: Negotiating with the landlord](#)
- Podcast episodes: [Cracks emerge](#), [Negotiation](#)
- [Keys, locks and security in a rental](#) (NSW government)

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For free advice, call your local Tenants Advice & 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

WEB: tenants.org.au

NSW FAIR TRADING: 13 32 20

This factsheet is intended as a guide to the law and should not be used as a substitute for legal advice. It applies to people who live in, or are affected by, the law as it applies in New South Wales, Australia. ©Tenants' Union of NSW