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ACCESS DENIED—PROPERTY ENTRY & INSPECTIONS

We have all heard stories of pesky landlords turning up at all hours or dirty tenants living in filth and squalor but what are their rights and obligations?

The Residential Tenancies Act 1986 covers this area of law. Whether you are a landlord, property manager or tenant, there are conditions of entry that you need to be aware of.

Under the Act tenants are entitled to have full enjoyment of the rented property without interference of their peace, comfort or privacy by the landlord. This obligation also extends to anyone acting on behalf of a landlord such as a property manager or hired tradesman.

However before tenants go opening the bubbly to celebrate, the Act also specifies circumstances allowing for landlords to enter.

A landlord or someone acting under the landlords authority can enter the property for the purposes of an inspection so long as the following conditions are met:

- the tenant is provided with notice of the inspection at least 48 hours prior to but no more than 14 days prior to the date of inspection; and
- the inspection occurs between the hours of 8am - 7pm; and
- inspections cannot occur more frequently than once in every four weeks.

A landlord may also enter the property for the purpose of checking that a tenant has remedied a prior breach such as repairing damage within the agreed period of time. Again entry onto the property is subject to the same requirement of notice and reasonable time of day as stated above.

If the landlord needs to carry out repair work or maintenance on the property then entry is lawful upon the following conditions being met:

- the tenant is provided with notice of the intended entry and the reason for it at

- least 24 hours prior to entry; and
- the maintenance/repair work occurs between the hours of 8am - 7pm.

A landlord or someone acting on their behalf may also enter the premises to install services agreed to under the tenancy agreement so long as they comply with any conditions specified in that agreement.

Subject to the prior consent of the tenant, a landlord may enter a property at reasonable times for the purposes of getting property appraisals, showing potential purchasers, tenants or real estate agents the property. Although this is subject to the tenants prior consent, their consent cannot be unreasonably withheld but consent may be subject to reasonable conditions.

While in certain circumstances the Act grants a right of entry to landlords (subject to conditions), even if access is unlawfully denied, a landlord cannot use force or threaten to use force to gain access while a tenant is in the premises. In doing so a landlord commits an offence and could face up to 3 months imprisonment or a fine not exceeding \$2,000.

Consider the situation where Larry landlord receives a phone call from the neighbour to Larry's rental property. The neighbour informs Larry that Terry tenant and his friends are at it again. Drinking, play fighting, yelling and breaking things. Larry concerned for his property turns up at the rented property to check on things. In doing so Larry commits an unlawful act and Terry has every right to deny him access.

20 MINUTE FREE

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