

**From:** [REDACTED]  
**To:** [Residential Tenancy](#)  
**Subject:** Access to property, and excessive property maintenance requirements  
**Date:** Saturday, 8 July 2023 12:27:44 PM

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Dear Team

As a renter (and I am also a landlord), I was shocked when my rental agency sent me a standard email to insist that they would be conducting a routine inspection of the property at a particular date and time and insisting that the date and time was not negotiable. If we are absent, they would enter with their own key.

At the proposed date and time, me and my family were going to be away for an extended period of time (1 to 2 weeks).

The agent insisted that this complied with the law as their only requirement was to give 7 days written notice and they had no obligation to attempt to find a mutually agreeable time.

It caused us great distress to think that an agent or their representative could access our house while we were absent for a non-urgent reason and seemed entirely unnecessary. This distress would continue throughout our entire holiday period.

Some of the reasons for our concern include:

- The value of our home contents, and the fact that contents insurance cover excludes coverage for persons who are given access to the premises, and that we would not know if valuables went missing.
- We are responsible for other peoples property within our home, including our employers property such as IT equipment.
- Because of our extended leave, we have no immediate opportunity soon after the inspection to ensure for ourselves that the house is still secure for extended vacation and that nothing has been damaged or stolen. We therefore won't have peace of mind while we are away.
- We are also both very uncomfortable with the idea of having someone not well known to us spending time in our home without us present. This is a privilege that we don't give to most of our family members or friends. It seems inappropriate given the non-urgent nature of the inspection.

**Owners never have to have concern for anyone they don't know accessing their property for non-emergency reasons, why should renters? As a landlord as well, I would hope that my renters are afforded the same level of privacy and dignity – I think that they pay for it.**

We're surprised that it is allowed under the agreement and think that it might not be compliant with the agreement reasonable attempts to negotiate a mutually agreeable time first. Whilst 24.5 allows for inspections with 7 days' notice, agents still have an obligation to comply with 15.2 which only permits interference with comfort or privacy if it is reasonable. Given the non-urgent nature of the inspection and our general availability during business hours outside of this specific two-week period of absence, it would seem unreasonable to insist upon doing the inspection when we are absent.

**Suggested change:**

- **Agents must make reasonable attempts to find a mutually agreeable date and time for non-urgent access to the property, such as:**
  - **To inspect the property**

- **To comply with foreseeable, non-urgent health & safety obligations, such as inspecting swimming/spa pool fencing**
  - **To repair or replace a smoke alarm**
  - **To obtain a property valuation**
  - **To take photos or videos to advertise a property for sale or rent**
  - **To show a prospective tenant (in the last 14 days before the tenancy is due to end)**
  - **To show the property to prospective buyers**
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Another issue was that there were so many defects with the property.

**In the first 18 weeks of our tenancy, we were subjected to 15 booked attendances of tradespeople,** mostly during business hours.

Issues include:

- Highly disruptive to have so many bookings to have to arrange, many of which needed tidy up, and moving of heavy furniture for access etc.
- Live with unserviceable components for long periods of time, for example several windows were not secure, bath could not be used, alarm didn't work, some electrical circuits didn't work.
- So much trade work within the house caused minor damage to the property, such as marks and scratches on the walls around where they were working, which we have to demonstrate was not us.
- Multiple visits for the same things. For example, blinds required multiple measure ups and then multiple visits to install.

These were things that should have been done or should have been started prior to our tenancy. However many issues weren't identified – lazy property management, and others, that the agent knew about – such as the landlord's desire to change the blinds, it was easier for the agent to arrange attendance when we had to be there, rather than them having to arrange it whilst the property was vacant.

List of visits:

- Smoke alarm repair and inspection
- Blind replacement (x 4)
- Electrical circuit inspection / repair (x 4)
- Alarm repair
- Air conditioning investigation and repair
- Window latch repairs
- Spa bath pump repair
- Handyman – gutter cleaning, bathroom grout repair
- Plumbing inspection

**Suggested change:**

- **Agents must make reasonable attempts to assess the serviceability of all aspects of the property, and to make repairs or improvements prior to the start of new tenancy as far as is reasonably practicable.**

Regards

