



Modifications can be an important part of making your house feel like a home to your tenant. As a landlord, you need to be informed as to the kind of modifications to expect, your consent to modifications, and what happens to modifications when your tenant vacates.

What exactly is a modification?

A modification is a change to your property requested by your tenant. There are two types of modifications; a 'special' modification or a 'general' modification.

What does 'special modification' mean?

There are two types of special modifications: minor modifications and modifications for defined reasons.

A modification for a defined reason, are modifications made for the following reasons:

- to improve energy efficiency
- to allow access to telecommunication services
- to assist a tenant who has a disability
- for the safety of tenants
- for the security of the property or people on the property

These do not need to be undone at the end of the tenancy unless agreed otherwise by you and the tenant.

A minor modification is something that can be undone at the end of a tenancy so that the property is returned to the same condition it was in at the start of the tenancy.

Examples of common minor modifications include putting up shelves, using picture hooks or installing curtains.

What constitutes a 'general modification'?

A general modification is any modification that doesn't fall into the category of a special modification.

What are my rights when it comes to consenting to or refusing modifications?

Simply put, you can only refuse to consent to special modifications with the approval of the Tribunal.

In this instance, the Tribunal may decide to allow you to refuse consent if the special modification:

- would be against the law
- would require modifications to common areas or other residential properties
- would cause you to suffer significant hardship
- would cause you to have to pay additional maintenance costs.

The function of the Tribunal is to consider the views of both the landlord and the tenant and to reach a fair conclusion.

You can refuse consent to general modifications without the involvement of the Tribunal, but the reason must be considered 'reasonable'. If the tenant sees your refusal as unreasonable, they must apply to the Tribunal for approval.

There is also the option to apply conditions to your consent to a modification. Conditions might include considerations so as to minimise damage or that qualified tradies undertake the modification and/or the restoration of the modification.

Who pays for modifications?

The tenant pays for modifications. However, there are scenarios where you may agree with the tenant to share the cost of a modification if the modification will stay in place once the tenant vacates.

What happens to a modification when the tenant vacates?

The tenant is responsible for restoring the property to the same condition it was in at the start of the tenancy (although fair wear and tear is of course excepted).

It is possible however, to agree with the tenant that a modification should remain in place. In the instance of a modification remaining after the tenant has vacated the property, as a landlord you must consent to this. It is not permitted for the tenant to simply argue that their modification has improved the property.