# Detailed Reference Guide 17: Changes to rights of entry to a property by the rental provider

This reform starts on 29 March 2021.

## New requirements

Rights of entry have been expanded and more detailed rules have been provided.

A rental provider or their agent has a right to enter a rental property by agreement, at any date and time that has been agreed on with the renter. However, this agreement cannot be made more than seven days before the entry.

In any other case, the rental provider or their agent has a right to enter the property for one of the reasons specified in the Act, by giving advance notice to the renter. The rental provider or agent must give the renter a notice of entry which includes the reason for requiring entry. Depending on the reason for entry, the rental provider or agent must give the renter the notice a certain amount of time in advance of when the rental provider or agent intends to enter the property.

### The rental provider’s or agent’s right of entry and time of entry

A rental provider or their agent, together with any persons who are necessary to achieve the purpose of the entry, has a right to enter a rental property in certain circumstances.

If the rental provider or agent is entering by notice rather than by agreement, entry must be between 8 a.m. and 6 p.m. on any day (except a public holiday) provided the appropriate period of notice has been provided.

### The renter’s duty to permit entry

The renter has a duty to permit entry to the property to a person exercising a lawful right of entry.

If necessary, the renter can apply to VCAT for an order specifying or limiting when entry to the property may occur. This order may specify or limit the days, times and purposes for which entry to the property may occur.

### Manner of entry

A person exercising a right of entry must do so in a reasonable manner and must not stay or permit others to stay on the rented premises longer than is necessary to achieve the purpose of the entry.

### What must be in a notice of entry?

A notice requiring entry must be in writing, must state why the rental provider or their agent wishes to enter, and must be given by post or by delivering it personally to the renter between the hours of 8 a.m. and 6 p.m.

### What if damage is caused during entry?

If, while the rental provider or their agent enter the property, any person causes damage to or loss of the renter’s goods on the property, the renter may apply to VCAT for a compensation order.

### What if a person exercising a right of entry fails to comply with the legal requirements?

If the rental provider or their agent has exercised a right of entry and in doing so fails to comply with the right of entry requirements under the Act, the renter may apply to VCAT for an order restraining the rental provider and their agent from exercising a right of entry for a specified period.

### Reasons permitted under the Act to exercise a right of entry by notice:

#### Entry to show the property to prospective renters

The rental provider or their agent has a right of entry to the property if the renter has given a notice of intention to vacate, or has received a notice to vacate, in order to show the property to prospective renters or to conduct an open inspection for prospective renters.

The inspection must take place within 21 days before the end of the rental agreement, which is specified in the notice to vacate or notice of intention to vacate.

The rental provider or their agent must give the renter at least 48 hours’ notice before entering to show the property to prospective renters.

The rental provider or their agent may (unless otherwise agreed with the renter) show the property to prospective renters no more than twice a week, and for no longer than one hour.

If a protected person under family violence or personal safety legislation resides at the property they may require that the rental provider or their agent only show the property to prospective renters by appointment, rather than through an open inspection.

#### Entry to show the property to prospective buyers or lenders

The rental provider or their agent has a right of entry to the property to show it to prospective buyers or lenders or to conduct an open inspection, if the property is to be sold or used as security for a loan.

The right of entry for this reason may only be exercised if the rental provider has given the renter notice of intention to sell the property, at least 14 days before entry is proposed. The notice of intention to sell must be in the form approved by the Director of Consumer Affairs Victoria.

The rental provider or their agent must make all reasonable efforts to agree with the renter on the days and the times that the property will be available for inspection. The rental provider or their agent may (unless otherwise agreed with the renter) show the property to prospective buyers or lenders no more than twice a week, and for no longer than one hour.

The rental provider or their agent must give the renter at least 48 hours’ notice before entering to show the property to prospective buyers or lenders.

The rental provider or their agent must pay the renter the prescribed compensation for each sales inspection that takes place.

If a protected person under family violence or personal safety legislation resides at the property they may require that the rental provider or their agent only show the property to prospective renters by appointment, rather than through an open inspection.

#### Entry to produce advertising images and videos

The rental provider or their agent has a right of entry to the property to produce advertising images and videos of the property.

The rental provider or their agent must give the renter at least 7 days’ notice before entering the property to produce the advertising material.

The rental provider or their agent must make a reasonable attempt to agree with the renter on a suitable time for entry to the property.

The renter may object in writing to the production of advertising images or videos if they show a possession of the renter that:

* directly identifies or reveals sensitive information about the renter or another occupant, or
* is valuable and would increase the risk of theft at the property, or
* would be unreasonable to expect the renter to remove or conceal, or
* may identify a person residing at the property who is at risk of family violence or personal violence.

If the renter objects, the rental provider or their agent must not take or produce images or videos that include identifiable or high value possessions.

If the renter has requested that identifiable or high value possessions be excluded from the advertising material, they may request to review the material before it is used in advertising.

If the renter requests to review the advertising material, the rental provider or their agent must not advertise using the images or videos before the renter has reviewed the material and given written consent for it to be used.

If the rental provider or their agent wants to use advertising material that shows a renter’s possessions more than 12 months after it was produced they must first obtain the renter’s (or former renter’s) written consent to do so.

If the rental provider or their agent wants to use an image or video for advertising, and the image or video was not produced for advertising purposes, the rental provider or their agent must first obtain the renter’s written consent to do so.

#### Entry for valuation purposes

The rental provider or their agent has a right of entry to the property for the purpose of conducting of a valuation of the property and must provide at least 7 days’ notice before entering.

#### Entry to conduct a general inspection of the property

The rental provider or their agent has a right of entry to the property to conduct a general inspection and must provide at least 7 days’ notice before entering. Such an inspection may only be made after the first 3 months of the rental agreement, and may not be made if an inspection has been undertaken in the past 6 months.

#### Entry is required to enable the rental provider to carry out a duty

The rental provider or their agent has a right of entry to the property if entry is required to carry out a duty under the Residential Tenancies Act, the rental agreement or any other Act, and must provide at least 24 hours’ notice before entering.

#### Entry because the rental provider has reasonable grounds to believe that the renter has failed to comply with their duty under an Act or the rental agreement

The rental provider or their agent has a right of entry to the property where the rental provider has reasonable grounds to believe that the renter has failed to comply with his or her duties under Residential Tenancies Act or the residential rental agreement. The rental provider must provide at least 24 hours’ notice before entering.

#### Entry because of proceedings regarding family violence

The rental provider or their agent has a right of entry to the property for an inspection for the purpose of VCAT proceedings where a renter has applied for termination of the rental agreement, or remaking the rental agreement, for reasons of family violence. The rental provider must provide at least 24 hours’ notice before entering.

In such cases the renter excluded from the property because of the family violence may have a representative present at the inspection, but must provide the name and contact details of the representative to the rental provider before the inspection. The name and contact details should be provided in the notice of entry.

## Previous requirement

Previously the rental provider was required to give at least 24 hours’ written notice before entering the property for all grounds. For some grounds, the minimum notice period has been increased.

There was no specific restriction on the number of times the rental provider could show the property to prospective renters or buyers, or how long the inspections could go for.

There was no restriction on conducting open inspections where a resident of the property was a protected person under family violence or personal safety legislation.

The rental provider could only show the property to prospective renters within 14 days of the end of the rental agreement.

The rental provider was not required to give the renter 14 days’ notice of their intention to sell the property before showing the property to prospective purchasers, or to compensate renters for sales inspections.

The renter could only seek compensation for damage to their property that was caused during the exercise of a right of entry. There was no ability to seek compensation for loss of property.

## Requiring further specification

* Prescribed compensation for open inspections.
* Form of notice of intention to sell the property to be approved by the Director of Consumer Affairs Victoria.

## Relevant legislation in the *Residential Tenancies Act 1997*

* Division 8—Rights of entry (sections 85 to 91A)
* Section 91V

**Note:** These were Reforms 64, 65, 66, 67 and 68 in the Fairer Safer Housing review.