# Fact Sheet 16: Making modifications in rental properties

|  |
| --- |
| This fact sheet is about changes to Victoria’s renting laws that have not happened yet. They will be in place by 29 March 2021.  For information on current laws, visit the [Renting section - Consumer Affairs Victoria website](https://www.consumer.vic.gov.au/renting) <consumer.vic.gov.au/renting>. |

Under the new rental laws, renters can make certain modifications to their homes without the consent of the rental provider (landlord). To make other modifications renters will need the consent of their rental provider. All modifications need to be reversed at the end of the rental agreement.

## What modifications can a renter make without seeking the rental provider’s consent?

Community consultation on these modifications finished in late 2019 on the [Engage Victoria website](https://engage.vic.gov.au/) <engage.vic.gov.au>. The final list will be available closer to the commencement of the new renting laws.

## What types of modifications require the rental provider’s consent?

For all other modifications, the renter must get the rental provider’s permission before starting the work.

## Are there rules about how the rental provider must consider modification requests?

Yes. The rental provider can only refuse the following modifications if there is a reasonable reason for doing so:

* does not penetrate or permanently change surfaces, fixtures or the structure of the property. For example, nails
* are required for health and safety purposes. For example, an anti-tilt strap for a bookshelf
* are reasonable disability-related modifications under the *Equal Opportunity Act 2010*. An occupational therapist or other specified practitioner must have determined they are necessary. For example, grab rails or hand rails
* ensures access to telecommunications services such as internet, TV or phone
* are reasonable security measures such as security screens and deadlatches
* are necessary to ensure the safety of a renter who has been or is subject to family violence by another party to the rental agreement
* are necessary to ensure the safety of a renter who is a protected person under a personal safety intervention order made against another party to the rental agreement. For example, a deadlatch on an external door
* are necessary to increase the thermal comfort or reduce the energy and water usage costs for the property.

## What is a reasonable reason for refusing consent?

The refusal must be sound, fair and sensible. For example, it would be reasonable for a rental provider to refuse to consent to a modification that would break the owners corporation rules, or a modification that the renter would not be able to reverse.

If a renter believes consent has been unreasonably refused, they can apply to the Victorian Civil and Administrative Tribunal (VCAT) to review the decision. VCAT must hear the application within five days.

## Can a rental provider impose conditions for approval of a modification?

Yes. As a condition of their consent, the rental provider may require that the modification be completed by a suitably qualified person (for example, a licensed electrician).

The rental provider can also ask the renter to pay additional bond money of $500 or more to cover the cost of reversing the modification.

## Do renters need to reverse the modifications made to the property?

Before the end of the rental agreement, the renter must reverse the modifications (fair wear or tear excepted) or pay the rental provider for the cost of reversing them, unless both parties have agreed otherwise.

## Can residents of a rooming house, caravan park or residential park make modifications to their room, caravan or site?

The operator’s consent is required for any modifications in these rental types.

However, operators cannot unreasonably withhold consent if an occupational therapist has determined that reasonable disability-related modifications are necessary.