

# privacy and entry

The *Residential Tenancies Act 1997* states that you have a right to ‘quiet enjoyment’ of your home. Landlords and real estate agents do have some rights of entry, but they must meet certain requirements. If they don’t meet these requirements, you don’t have to let them into your home.

## rights of entry

As long as proper notice is given, the landlord or agent has a right to enter your home, and may bring someone else with them if needed to achieve the reason for the entry, if:

- a *Notice to Vacate* or a *Notice of Intention to Vacate* have been given and will expire in less than 14 days, and they want to show the property to a prospective tenant
- the property is to be sold or used as security for a loan and they want to show the property to a prospective buyer or lender (note: this right of entry does not extend to ‘open for inspections’ or for taking photos for the purpose of advertising the property for sale – see [landlord is selling](#) for more information)
- they need to enter to carry out a duty under your tenancy agreement (lease), the *Residential Tenancies Act 1997*, or another law
- they are having the property valued
- they have reasonable grounds to believe that you have failed to meet your duties under your tenancy agreement or the *Residential Tenancies Act 1997*
- they want to inspect the property (provided there has been no inspection within the last 6 months and it is not within the first 3 months of the first tenancy)

If the landlord or agent wants to enter your home, they must:

- give you at least 24 hours’ written notice of their intention to visit, stating a valid reason why they want to visit
- deliver the notice by mail or give it to you in person between the hours of 8am and 6pm (if the notice is delivered by mail, they must add enough time for the mail to be delivered. See [Australia Post delivery times](#)). The landlord might give you the notice by electronic method such as email if you agree (see [starting a tenancy](#) for more information on consenting to have notices sent electronically)
- only visit between the hours of 8am and 6pm, and not on public holidays
- not stay longer than necessary

The landlord or agent may also enter your home for any reason if you have given your consent to the entry within the last 7 days. This entry can be at any time you have agreed to and again the landlord or agent may bring someone else, such as a tradesperson, with them if needed to achieve the reason for the entry.

If they have given proper notice, you have a duty to allow the landlord or agent to enter the premises, even if the time doesn’t suit you or you won’t be home. However, you may be able to negotiate a time that will suit you better. The person entering your home must behave in a reasonable manner and must leave as soon as they have finished what they came for.

Unless the landlord or agent follows the correct procedures, it is an offence for them to enter your premises without a reasonable excuse.

If your goods are damaged during the landlord or agent's visit, you can apply for [compensation](#).

## restraining orders

If the landlord or agent have not met the proper entry requirements or have been making frequent or harassing visits, you can apply to the Victorian Civil and Administrative Tribunal (VCAT) for a *Restraining Order*. This also applies to harassing phone calls or letters, as these are a breach of your right to quiet enjoyment. A *Restraining Order* can prohibit or restrict the landlord or agent from entering the premises or contacting you and it can be enforced by the police. It is an offence for the landlord or agent to breach a *Restraining Order* and they can be prosecuted.

**It is an offence for the landlord or agent to enter your home if they have not met the proper entry requirements, unless they have a reasonable excuse, such as an emergency situation. You can report offences to [Consumer Affairs Victoria](#) who can issue an infringement notice on the landlord or agent if they have failed to follow the law.**

## moving out

If the landlord or agent keeps harassing you, you may wish to end your tenancy and move out. If you don't have a fixed-term tenancy agreement, you can simply give 28 days' written notice and move out. If you are mailing the notice, it is a good idea to use registered mail and you must add enough time for the mail to be delivered. See [Australia Post delivery times](#). You can also give your *Notice of Intention to Vacate* electronically (for example, by email), if the landlord has agreed to you giving notice this way. If you send the notice by email, you should make sure it is to the email address nominated by the landlord or real estate agent and if possible request a read receipt.

If you do have a fixed-term tenancy agreement you will need to serve the landlord with a *14-day Breach of Duty Notice* for breaching your quiet enjoyment – see [when the landlord breaches their duties](#). You can then apply for a *Compliance Order* from VCAT. If they still don't stop the harassment you may be able to give your landlord a *14-day Notice of Intention to Vacate* for failing to comply with a VCAT order – see [breaking a lease](#) for more information. Contact us, your local [TAAP service](#), [Tenancy Plus](#) provider or [Community Legal Centre](#) if you would like advice about when you can leave.

You may also be eligible for [compensation](#) for the landlord or agent's failure to allow you quiet enjoyment of your home.

## locks

If you change any lock on the property, you must give the landlord a copy of the key. Unless you are a 'protected person' on a *Family Violence Safety Notice* or *Intervention Order* or *Personal Safety Intervention Order*, we don't recommend that you change the locks in order to protect your privacy. If you refuse to give the landlord a key, they can serve you with a *Breach of Duty Notice*.

You must not change any lock that is part of a master key system (where there is one master key which fits several locks, such as all the doors in one block of flats) without first getting the landlord's consent. If the landlord disagrees to the lock change without good reason, you can apply to VCAT for an order that you be allowed to change it without their consent.

# locks and family violence or personal safety orders/notices

If you are a 'protected person' on a *Family Violence Safety Notice* or *Intervention Order* or *Personal Safety Intervention Order* and the 'respondent' (the person who committed the violence) is excluded from your home, you do have the right to change the locks to external doors and windows, including a lock in a master key system. You do not need to have your name on the lease but you do need to live at the property. You must give a key to any other tenants living in the property (except for the respondent).

You must give a key for the new lock and a copy of the family violence or personal safety notice or order to the landlord or agent, but they are not allowed to give the respondent a key for the new lock as long as the notice or order is current.

If you need help to pay for the locks to be changed, you may be able to apply to the Victims of Crime Assistance Tribunal (VOCAT) for urgent financial assistance. For more information call the [Victims of Crime Helpline](#) on [1800 819 817](#) (Freecall). Your local [Community Legal Centre](#) may also be able to assist with intervention orders and VOCAT, and [The Orange Door](#) can connect you to services for legal and financial support.

## confidentiality

There are laws that control how real estate agents are allowed to use your personal information. If you have any complaints about the way that your personal information is being used, contact the [Australian Information Commissioner](#) on [1300 363 992](#) or make a written complaint to [Consumer Affairs Victoria](#) or the [Real Estate Institute of Victoria](#).

This information is a guide only and should not be used as a substitute for professional legal advice.

The information on this page relates to existing periodic tenancy agreements and short fixed-term tenancy agreements (for fixed term periods of less than 5 years). The information is current as of the date of publication, but may be subject to change with future amendments to the laws relating to rental properties. If you are unsure what laws apply to you, you should seek legal advice.

## the law

### Residential Tenancies Act 1997 (AustLII website)

[section 67 – quiet enjoyment](#)

[section 70 – locks](#)

[section 70A – locks for properties subject to intervention orders/notices](#)

[section 71 – applying to VCAT to change locks without consent](#)

[section 85 – entry of rented premises](#)

[section 86 – grounds for entry](#)

[section 87 – manner of entry](#)

[section 88 – what must be in notice of entry?](#)

[section 89 – duty to allow entry if requirements met](#)

[section 90 – applying to VCAT for compensation if damage is caused during entry](#)

[section 91 – applying to VCAT for a restraining order](#)

[section 91A – offence to enter premises without meeting requirements](#)

## related pages

[landlord is selling](#)

[making a complaint](#)

[compensation for tenants](#)

[when you want to leave](#)

[breaking your lease](#)

[starting a tenancy](#)

[the Tribunal \(VCAT\)](#)



Tenants Victoria | Published: **June 2019** | Modified: **September 2019**

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Tenants Victoria acknowledges the support of the Victorian Government.

