

# Health, safety and security in a rental property

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Landlords have a responsibility to ensure the property meets health and safety laws.

Landlords must also provide and maintain locks or other security devices to ensure the property is reasonably secure.

These are terms of every tenancy agreement, and landlords who do not comply with these obligations will be in breach of the agreement.

## Tradespeople entry to property

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Landlords must not stop a tradesperson from entering the property to carry out maintenance or repairs that are needed to avoid health or safety risks to any person, or to avoid a potential risk that the supply of gas, electricity, water, telecommunications or other services to the residential property may be disconnected.

## Pick a topic from the list below

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### Pest and vermin

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Who is responsible for removing or exterminating pests or vermin during a tenancy depends on whether:

- pests or vermin were already a problem when the tenant moved in
- a problem with the property has allowed the pests to enter or an infestation to develop
- the tenant contributed to the problem.

Generally, landlords are responsible for pest and vermin issues that occur at the start of the tenancy. This is part of a landlord's responsibility to provide a reasonably clean property that is fit for the tenant to live in.

Tenants are generally responsible for getting rid of pests and vermin if the issue arises **after** they have moved in and if it was caused by the tenant's activities or lack of cleanliness.

For example, the tenant keeps a pet on the property or has not removed rubbish which is attracting cockroaches, ants or mice.

If a tenant believes that the infestation was not caused by their activities or lack of cleanliness, then the tenant may not be held responsible for pest eradication.

For example, if there is a hole in the wall that lets in pests.

Other factors that could determine who is responsible include the history of the property, what is recorded in the condition report, and if there were factors beyond the tenant's control.

If there is a dispute over who is responsible for pest removal, landlords and tenants can use our free dispute resolution service. See [resolving rental problems](#) for more information.

## **Mould**

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Mould has been associated with respiratory illness and can cause serious health problems.

Mould may grow indoors in wet or moist areas lacking adequate ventilation, including walls/ wallpaper, ceilings, bathroom tiles, carpets (especially those with jute backing), insulation material and wood.

If moisture accumulates in a building mould growth will often occur. Many different types of mould exist and all have the potential to cause health problems.

Adequate ventilation is one of the minimum standards that properties must meet to be considered fit to live in.

Who is responsible depends on how the mould developed. For example:

- if mould developed from a build-up of moisture because the landlord failed to repair a defective window in a reasonable time, or the property didn't have adequate ventilation – then the landlord is responsible and must fix the problem
- if the mould developed during the tenancy because the tenants allowed a build-up of moisture by never opening any windows or not using ventilation fans in the bathroom – then the tenant may be responsible.

Timing is also a factor. If mould develops close to the start of the tenancy, it could be considered pre-existing damage.

The condition report contains a dedicated section on mould, and landlords, agents or tenants should note the mould when they complete the report.

Even if mould is noted on the condition report, landlords must make sure they keep the property in a reasonable state of repair.

Tenants must notify the landlord or agent as soon as possible if they see any signs of mould or damp developing during the tenancy.

If the mould is causing a danger to the health of tenants or other occupants, then this may be considered an **urgent repair**. See [repairs, maintenance and damage](#) for more information

Further advice concerning the health risks of mould call [1300 066 055](tel:1300066055) to talk to your local Public Health Unit.

## **Smoke alarms**

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Working smoke alarms are the best way to alert people to fires in their home.

Landlords must ensure that at least one smoke alarm is installed in a hallway outside a bedroom or other suitable location in *each* storey of a rented home. Smoke alarms (including heat alarms) must be working, and they cannot be removed or disabled.

Tenants must notify their landlord or agent if they discover that a smoke alarm is not working, even if it's because the battery needs to be changed.

Landlords and tenants have additional requirements for smoke alarms.

See [repairs, maintenance and damage](#) for more information.

For general information on fire safety and fire escape plans visit [Fire and Rescue NSW](#) .

## **Gas safety**

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All gas appliances should be regularly serviced. Follow the manufacturer's instructions and use an approved service agent. This will help maintain the appliances' safe operation.

If an approved service agent is not listed by the manufacturer, NSW Fair Trading recommends engaging a licensed gas fitter. You can [check your gasfitter is licensed](#) online.

Landlords should always ensure:

- the bathroom and kitchen heaters have unobstructed ventilation
- heater flue pipes are free from all restrictions and holes
- there is no evidence of the heater creating soot deposits
- there are no signs of discolouration on or around the heater and flue.

For more information, see our [gas safety page](#).

## **Windows and balcony safety**

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In NSW, all residential strata buildings must be fitted with window safety devices so that the maximum window opening can be limited to less than 12.5cm.

The devices must be able to withstand a force of 250 newtons (which is equal to 25 kilograms of force), and if the device can be unlocked or disengaged it must have a child resistant mechanism.

There is no obligation for landlords to monitor or enforce the use of window safety devices.

Read our [deck and balcony safety guide](#) for more information.

## **Swimming pools and spas**

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If a rental property has a swimming pool, landlords must meet the standards in the *Swimming Pools Act 1992*. This requires most pools to be surrounded by a fence that separates the pool from the house.

At the time the agreement is signed, the landlord or agent must provide a copy of the valid certificate of compliance or occupation certificate issued in the last three years. This does not apply if the property is in a strata or community scheme that has more than 2 lots.

Visit [swimming pools and spas](#) for more information.

## **Locks and security devices**

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Landlords must provide and maintain locks or security devices to make sure that the property is reasonably secure. What is reasonably secure will vary in different situations.

A landlord or tenant can change or add locks or other security devices during the tenancy with the consent of the other party, or if it is a reasonable excuse to do so.

Reasonable excuses for altering, removing or adding a lock or other security device without consent include:

- an emergency
- to comply with an order of the NSW Civil and Administrative Tribunal
- where a co-tenant's tenancy was terminated
- where a tenant or occupant was prohibited from accessing the property by an interim, provisional or final Apprehended Violence Order (AVO). See [domestic violence](#) for more information

A copy of the changed lock or other security device will need to be given to the other party within 7 days, unless agreed otherwise.

Changing locks or security devices without consent or without a reasonable excuse is an offence and a breach of the tenancy agreement.

Tenants should communicate their intention to change the locks with their landlord or agent where possible.

The tenant will need to pay for the cost of the new locks.

## **Electrical safety**

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### **40% of house fires in NSW homes each year are caused by electrical faults and electrical appliances**

Any electrical fault in a rental property either before or during a tenancy would be considered an urgent repair and tenants need to notify the landlord or agent right away so arrangements can be made to for repair to be done as soon as possible.

The property condition report includes whether there are:

- \* visible hazards relating to electricity (e.g. a loose or damaged electricity outlet socket, loose wiring or sparking power points)
- \* safety switches and confirmation that they are working, which can only be known if a test has been done

Visit the [Electrical Safety](#) page on the NSW Government website for more information

[Prev](#) Water, electricity and gas in rental properties

[Next](#) Domestic violence in a rented property

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<https://www.fairtrading.nsw.gov.au/housing-and-property/renting/during-a-tenancy/health,-safety-and-security> 03-02-22

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