

3.06 Altering or Adding to the Premises

Usually you cannot add to, alter or renovate the premises without the owner/agent's consent. However, sometimes tenancy agreements may contain a clause which specifies that you can affix a fixture or make alterations, renovations or additions to the premises PROVIDING the owner/agent's consent is obtained first (Residential Tenancies Act, section 47). Consent cannot be unreasonably withheld.

BEWARE: Even if your tenancy agreement allows you to make renovations, alterations or additions, you may have to return the premises to the owner/agent in the same condition it was in at the beginning of the tenancy, unless otherwise agreed. For example, if the owner/agent gives permission for the walls to be painted in new colours, it is important to find out whether you will be required to re-paint them (or pay for them to be repainted) back to the original colour when the tenancy agreement ends.

Getting the owner/agent's consent

If your tenancy agreement has not included a clause regarding additions or alterations, you must notify the owner/agent BEFORE doing any alterations, for example, painting, building, removing, etc. You must seek permission (preferably in writing) from the owner/agent about any changes you would like to do to the property. If you go ahead and alter the property or remove fixtures from the property without the owner/agent's consent, the owner/agent may claim that you are in breach of your tenancy agreement and may seek to terminate your agreement. See chapter [3.08 When the Tenant is in Breach of the Agreement](#) for more information.

Keep a record or photograph of the state of the property before and after you do any alterations.

Can I move a fixture?

According to section 47(2) of the Residential Tenancies Act (1987):

- Any fixtures added by the tenant with the owner's consent remain the property of the tenant and may be removed by the tenant during the tenancy as long as the removal does not cause irreparable damage to the property; and
- Where the tenant causes any damage to the premises by removing any fixture, they must notify the owner/agent and, at the option of the owner/agent, repair the damage or pay any cost reasonably incurred by the owner in repairing the damage.

What happens when I vacate the property?

The owner/agent cannot make you leave the addition/alteration to the premises unless otherwise agreed (s. 47(2)(b)). The tenant owns these additions and is entitled to take them when they leave (as long as the property is returned to the owner in the same condition it was in at the beginning of the tenancy, less fair wear and tear). The owner/agent may offer to pay you for the addition/alteration to be left on the premises. It is wise to get such an agreement in writing before you do this.

List of Tenants' Rights Manual chapters referred to in this information sheet:

- [3.08 When the Tenant is in Breach of the Agreement](#)