

Decision of the Commissioner for Consumer Protection

Section 11J(2) *Residential Tenancies Act 1987*

Application Number: [redacted]
Application Type: Landlord application to approve minor modification request with conditions.
Premises: [redacted]
Bond held: \$3,200
Tenant: [redacted]
Landlord: [redacted]

Decision

The Commissioner orders:

1. The landlord's application is refused.
2. The tenant is permitted to make the requested minor modification to the premises.
3. The two conditions requested by the landlord do not apply.

Request

On 10 November 2024, the tenant requested to install solar powered camera and solar panel to roof using existing screws (the requested minor modification) at the premises, following the process established in the *Residential Tenancies Act 1987* (WA) (RTA).

On 23 November 2024, the landlord approved the tenant's request with conditions that require Commissioner approval.

Application

On 25 November 2024, the landlord applied to Consumer Protection for permission to set conditions on the approval of the tenant's request.

The landlord's requested conditions are:

- A qualified Roof Plumber is to attend, assess the roof sheet and the installation of the camera and solar panel.
- Upon vacating, a Roof Plumber attend to ensure that the roof sheet/s are returned to the condition they were in, prior to the camera and solar panels being installed (this may require the affected roof sheets to be replaced).

Evidence

The landlord and tenant were invited to provide evidence to support their views about the application.

The landlord provided the following evidence:

- Written submissions to Consumer Protection.
- Email from [redacted].

The tenant provided the following evidence:

- Written submissions to Consumer Protection.
- Photos of the roof.
- Minor Modification Request form.
- Letter from [redacted].

Law

Under the RTA, tenants have the right to make a minor modification at their rental premises with the landlord's approval.¹

The tenant is responsible for the cost of making the minor modification.²

Unless the landlord agrees otherwise in writing, the tenant is responsible for:

- removing the minor modification and restoring the premises to their original condition at the end of the tenancy; or
- compensating the landlord for the reasonable costs incurred by them in removing the modification and restoring the premises.³

Landlords have the right to apply to Consumer Protection for an order allowing them to set certain conditions on the approval of a minor modification request.⁴ The landlord is responsible for demonstrating that the conditions are reasonable.

When an application is received, the Commissioner is required to, either:

- approve the landlord's application to impose the specified conditions; or
- refuse the landlord's application to impose the specified conditions.⁵

The Commissioner may set additional conditions on the approval of the tenant's request.⁶

Reasons for Decision

As a delegate of the Commissioner, I have reviewed all evidence. Only the evidence relevant to deciding this application is mentioned in these reasons for decision.

Requested condition – a qualified Roof Plumber is to attend, assess the roof sheet and the installation of the camera and solar panel

In written evidence to Consumer Protection, the landlord has expressed concern that the requested minor modification has changed the integrity of the roof sheeting.

The tenant has already carried out the minor modification. The tenant supplied various photos of the roof, which show how the minor modification was carried out. The tenant submits they installed the minor modification by removing existing screws on the roof sheet, screwing brackets into the roof sheet to add one security camera and one solar panel, and added two additional seals to the screws to prevent water ingress.

¹ Section 50N *Residential Tenancies Act 1987* (WA).

² Section 50ZB *Residential Tenancies Act 1987* (WA).

³ Section 50ZB *Residential Tenancies Act 1987* (WA).

⁴ Section 50T(2) *Residential Tenancies Act 1987* (WA).

⁵ Section 50T(3) *Residential Tenancies Act 1987* (WA).

⁶ Section 50T(4) *Residential Tenancies Act 1987* (WA).

The tenant supplied Consumer Protection with a written letter from [redacted] and [redacted]. [redacted] [redacted] states that the installation of the support bracket for the security system will not cause any water issues and when removed and the roof screws are reinstalled no water issues should arise. The letter suggests that the tenant has already complied with the requested condition, therefore the requested condition is not necessary or reasonable.

The landlord submitted a letter from [redacted]. [redacted] [redacted] states that when the camera is removed 'penetrations will remain, and repairs will be required'. [redacted] [redacted] states there are three different levels of repairs that may be necessary once the minor modification is removed, ranging from low level repairs (silicone) to high level repairs (full replacement of roof sheeting). The [redacted] [redacted] [redacted] website homepage suggests there are five different departments within the group.⁷ Roof plumbing is not listed on the Group's homepage or plumbing page; therefore, this email was not a particularly relevant consideration for this ground.

Having regard to all of the evidence before me, the requested condition is not approved.

Requested condition – upon vacating, a roof plumber attend to ensure that the roof sheet/s are to be returned to the condition it was, prior to the camera and solar panels being installed (this may require the affected roof sheets to be replaced)

The landlord is concerned about water ingress in the eaves and damage to the roof sheeting from the requested minor modification.

It is a term of every residential tenancy agreement that, unless the landlord agrees otherwise, when the tenant vacates the tenant must either:

1. remove the minor modification and restore the premises to its original condition, or
2. pay the landlord the reasonable costs incurred in doing such work.⁸

The landlord is at liberty to pay for someone to inspect the roof when the residential tenancy agreement ends. If there is any permanent damage to the roof at the end of the tenancy, and the landlord can prove that this damage was caused by the tenant, then there are appropriate remedies available to the landlord in the RTA, such as an application for compensation for breach of the agreement.⁹

Given that both parties have rights and obligations set out in the RTA which address the concerns raised by the landlord, the requested condition is not necessary.

The requested condition is not approved.

Appeal


A tenant or landlord who is dissatisfied with this decision can appeal to the Magistrates Court of Western Australia. Appeals must be lodged within seven days after receiving this decision, or a later date if leave is granted by the Court.

The appeal can be started by lodging both a [Form 1B – Appeal Against Registrar's Decision](#) and a copy of this notice with the Magistrates Court online at ecourts.justice.wa.gov.au/eCourtsPortal.

⁷ [redacted].

⁸ Section 50ZD *Residential Tenancies Act 1987* (WA).

⁹ Such an application could be made under section 15(2)(c) *Residential Tenancies Act 1987* (WA), see also section 38(1)(c) *Residential Tenancies Act 1987* (WA).



For information about appealing the decision see <http://www.commerce.wa.gov.au/consumer-protection/commissioner-determinations>.

Signed

[redacted]

Delegate of the Commissioner for Consumer Protection

DATE OF ORDER AND WRITTEN REASONS

20 December 2024