

Decision of the Commissioner for Consumer Protection

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

Application Number:	[redacted]
Application Type:	Landlord application to refuse minor modification request
Premises:	[redacted] [redacted]
Bond held:	\$3,400
Tenant:	[redacted]
Landlord:	[redacted]

Decision

The Commissioner orders:

1. The landlord must approve the tenant's request to make the requested minor modification at the premises.
2. The tenant is permitted to make the requested minor modification at the premises.

Request

On 7 May 2025, the tenant requested to install two television brackets (the requested minor modification) at the premises, following the process established in the *Residential Tenancies Act 1987* (WA) (RTA).

Application

On 8 May 2025, the landlord applied to Consumer Protection for approval to refuse the tenant's request.

The landlord's refusal was on the grounds that:

- The requested minor modification would result in additional maintenance costs for the landlord.
- Removing the requested modification, or restoring the premises to their original condition, would cost more than the bond or not be reasonably practicable.
- Making the requested minor modification is unreasonable in the circumstances.

Evidence

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

The landlord provided the following evidence:

- Form 26 Minor Modification Request Form.
- Written submissions to Consumer Protection.

The tenant has not provided any evidence.

Law

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

Unless otherwise agreed in writing, the tenant is responsible for the cost of:

- making the modification; and
- removing the modification; and
- restoring the premises to the original condition.²

Landlords have the right to apply to Consumer Protection for an order allowing them to refuse the minor modification request.³

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

- approve the landlord's application; or
- order the landlord to approve the tenant's request.⁴

The Commissioner may approve this application if satisfied that the grounds claimed by the landlord are established. In this case, the claimed grounds are:⁵

- The requested minor modification would result in additional maintenance costs for the landlord.
- Removing the requested modification, or restoring the premises to their original condition, would cost more than the bond or not be reasonably practicable.
- Making the requested minor modification is unreasonable in the circumstances.

The landlord is responsible for demonstrating that at least one of these grounds apply.

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.

Would the requested minor modification result in additional maintenance costs for the landlord?

The landlord has advised the structural integrity of the wall would be compromised if the current and future occupants of the premises installed and removed television brackets over the next ten years. In written submissions to Consumer Protection, the landlord stated:

"The property has been leased for 10 years, and (sic) on average tenants have requested to move out every 2 years. If over the following 10 years, 5 more tenants lived there and each wanted wall mounted tv's. The wall would have 4x5 x2 holes drilled through the walls only covered by a small amount of patch and paint. If another 10 years goes by, this would be a total of 80 holes, 40 in each TV location."

The landlord's submission presumes a pattern of many future tenants making similar requests over the next two decades. This argument is based on future hypothetical scenarios, rather than the immediate circumstances of the tenant's request. I am required to assess the likelihood of additional maintenance costs arising directly from the tenant's minor modification request, rather than on speculation about what may occur in future tenancies. The landlord's argument does not address the actual impact of this particular request, nor does it demonstrate a direct connection between the requested modification and increased maintenance expenses.

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

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

³ Section 50S(1) *Residential Tenancies Act 1987* (WA).

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

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

The landlord has stated: "Patching and painting holes from the removal of the brackets will result in additional avoidable maintenance costs to the landlord as the holes will remain within the wall cavity due to the high depth of large anchors required to secure the television brackets".

The landlord has not supplied any third-party evidence demonstrating how the requested modification would increase maintenance costs, why that maintenance would be required, and the actual cost of the maintenance.

Considering the information supplied by the landlord, I am not satisfied that the requested minor modification would result in additional maintenance costs for the landlord.

Would removing the requested modification, or restoring the premises to their original condition, cost more than the bond or not be reasonably practicable?

The landlord has submitted the following reasons as to why the costs could exceed the security bond:

- "The restoring process is only to patch and paint.
- The wall will still have holes in it which will not be restored.
- Over the life of the property if more tenants do this, it could cause damage that exceeds bond as bond may be used to rectify other items.
- Wall damage is structural and likely expensive".

The landlord has not supplied any third-party evidence to show the cost of restoring the premises to their original condition is likely to cost more than the held security bond of \$3400.

The landlord has not demonstrated why it is not reasonably practicable to restore the premises back to their original condition.

At the end of the tenancy, the tenant has an obligation to ensure that the premises are left in as close as possible to the same condition compared to when they moved in, less any fair wear and tear.⁶

Considering the information, I am not satisfied that removing the requested modification, or restoring the premises to their original condition, would cost more than the bond or not be reasonably practicable.

Is making the requested minor modification unreasonable in the circumstances?

In written submissions to Consumer Protection, the landlord stated they are happy to approve small child safety anchors that anchor a television sitting on furniture to the wall, as these require fewer and smaller drilling holes.

The landlord submits that making the requested minor modification is unreasonable because a suitable alternative has been provided to the tenant.


While the landlord has proposed an alternative solution involving child safety anchors, this suggestion does not demonstrate that making the requested minor modification is unreasonable.

Considering the information from the landlord and the tenant, I am not satisfied that making the requested minor modification is unreasonable in the circumstances

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.

⁶ Section 38(1)(a)(b) Residential Tenancies Act 1987 (WA)



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.

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

25 July 2025