

## Sale of rented premises - Inspections

Before entering into a residential tenancy agreement, a landlord must advise a prospective tenant if they have advertised, or intend to advertise the residential premises for sale and of any existing sales agency agreement.

A tenant can terminate a residential tenancy agreement if a landlord enters into a contract for the sale of the premises within two months after the start of the agreement and did not inform the tenant of this intention.

- If written notice of the contract of sale of the property is given, the tenant must exercise their right to terminate within two months of receiving the notice.
- If written notice of the contract of sale of the property is not given, the tenant may terminate the lease at any time.

If a landlord intends to sell the premises during a tenancy, the landlord must give the tenant at least 14 days written notice advising they have entered into a sales agency agreement, or are making the premises available for inspection by prospective purchasers. The landlord cannot advertise for sale or show prospective purchasers through the property before this 14 days expires.

If a contract for the sale of the property is entered into, the landlord must within 14 days or as soon as possible after the contract is entered into, give the tenant written notice of the name of the purchaser and the date from which rent is to be paid to him or her.

### **A landlord's right of entry to show prospective purchasers through the rented premises is outlined in Section 72(g) of the *Residential Tenancies Act 1995*: -**

*"72. (1) It is a term of a residential tenancy agreement that the landlord (or an agent of the landlord) may enter the premises—*

*....(g) to show the premises to prospective purchasers, on not more than 2 occasions in any 7 day period (unless the tenant has agreed otherwise), but only—*

*(i) at a time previously arranged with the agreement of the tenant (who must not unreasonably refuse to agree to times when the premises are to be available for inspection by prospective purchasers); or*

*(ii) if agreement cannot be reached with the tenant—at a time within normal hours of which the tenant has been given reasonable notice."*

### Tips for consideration

- The needs of all the parties should be considered when determining what is reasonable eg: where the premises are located, the working hours and personal circumstances of all parties, etc;
- The tenant has the right to remain on the premises during all inspections, including the auction day (if the property is sold at auction);
- Open inspections should last for a reasonable timeframe. One hour may be reasonable, but all parties' circumstances should be considered;
- 7 to 14 days' written notice is required before entering to value the property;
- The tenant is entitled to quiet enjoyment of the premises;
- The tenant has an obligation to maintain the premises in a reasonable state of cleanliness;
- Provide the tenant with a schedule of the dates of the forthcoming open inspections as soon as possible;
- Discuss any contentious issues openly with the tenant.

*For further information contact Consumer and Business services on 131 882, or visit [www.sa.gov.au/tenancy/renters](http://www.sa.gov.au/tenancy/renters)*