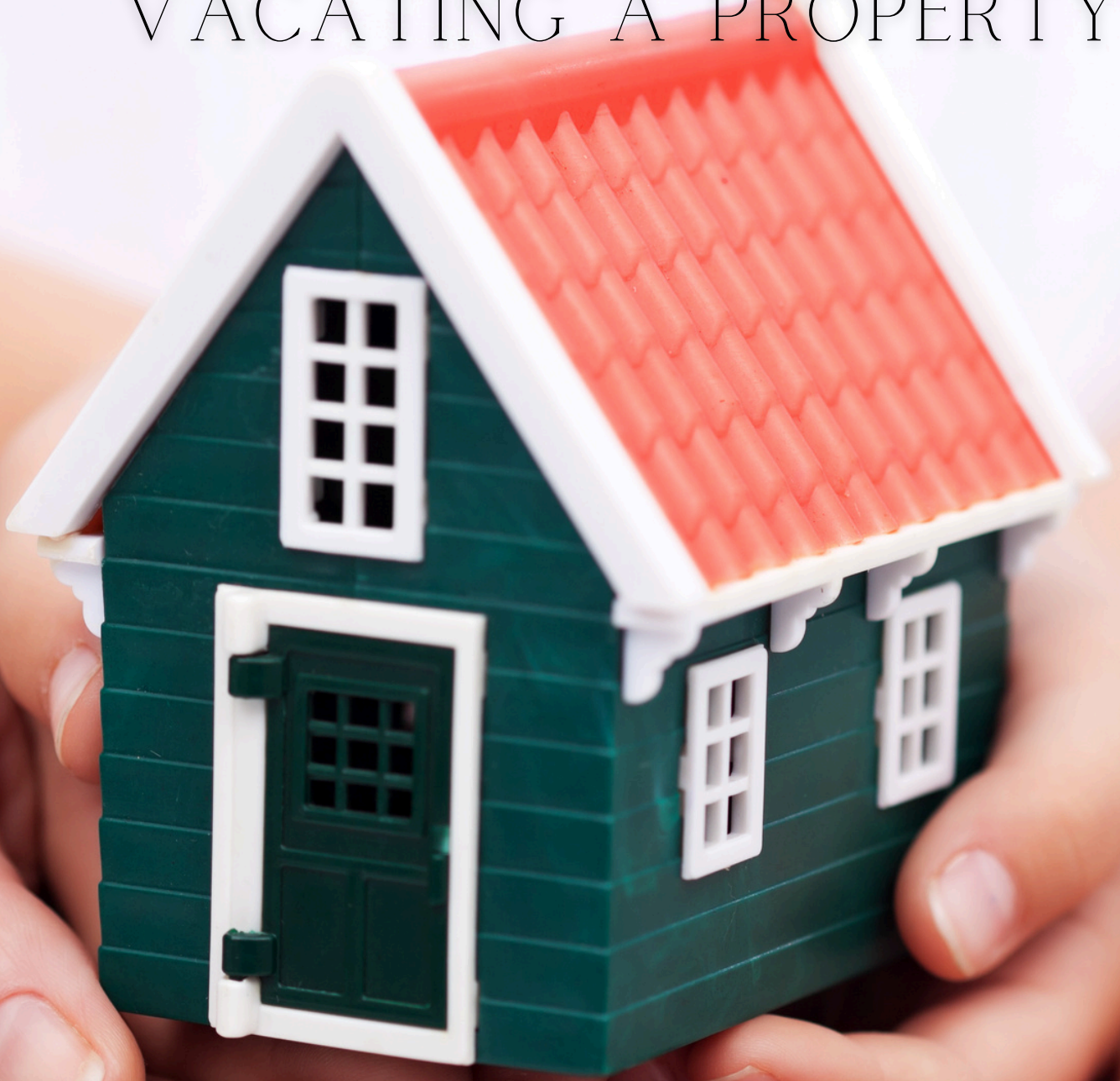


UNDERSTANDING LANDLORD EXPECTATIONS WHEN VACATING A PROPERTY



BODHI CLARKE

NOVEMBER 2025

UNIVERSITY OF CANBERRA

Abstract

This document explores the expectations landlords commonly hold when a tenant vacates a property, highlighting the legal, practical and procedural factors that shape these requirements. Drawing on government sources, tribunal guidance and real-world case examples, it outlines the responsibilities tenants must fulfil to ensure a smooth handover and reduce the risk of disputes. Topics include notice periods, condition standards, final inspections, bond considerations and the processes involved when disagreements arise. The aim is to provide readers with a clear understanding of what is considered reasonable, how expectations are defined in legislation and how tenants can meet these obligations confidently when preparing to leave a property.



Getting Started

Before exploring each aspect of landlord expectations, it is helpful to understand the overall framework that governs the end-of-tenancy process. Most requirements are shaped by legislation, supported by tribunal interpretation and influenced by common issues that arise during final inspections. Beginning with the legal foundations allows readers to see how obligations are defined, while practical sections clarify what needs to be done in everyday situations. With this information, tenants can better anticipate what landlords look for,

minimise potential conflicts and approach the vacating process in a more organised and informed way.

Ending a tenancy for landlords



Landlords can't end a tenancy agreement for no reason. They must have a legal reason, called a ground, to end the agreement. These grounds help protect landlords and tenants.

There are rules about the process a landlord must follow to end a tenancy. These rules may include giving a tenant a notice to vacate and a minimum notice period. The minimum notice period depends on the reason the landlord is ending the tenancy.

A tenancy will not end on the date in a notice to vacate unless the tenant leaves the home on this date. If the tenant does not leave, a landlord will need to apply to the ACT Civil and Administrative Tribunal (ACAT) to end the tenancy.

It may also depend on if the tenancy agreement is:

- fixed-term, meaning an agreement with a set end date, like a 12-month lease
- periodic, meaning an agreement with no set end date and continuing until someone ends it.

Some reasons for ending a tenancy can only apply to periodic or fixed-term tenancies. Some reasons can apply in both types of tenancies.

Ending a fixed-term tenancy



A landlord can end a fixed-term tenancy agreement for a number of reasons. Some of these reasons can also apply to periodic tenancies.

Tenant and landlord agree to end tenancy early

A landlord and tenant can agree in writing to end the tenancy. This can happen at any time if both sides agree.

The tenant must move out as agreed.

A landlord and tenant can also agree to end a periodic tenancy.

Tenant breaches the agreement

A landlord can end the tenancy if the tenant breaks the rules, or breaches, the tenancy agreement. Breaches can include not paying rent, damaging the home, or bothering neighbours.

If the tenant does not remedy the breach, the landlord must issue a notice to vacate.

If the tenant doesn't leave, the landlord can apply to the ACT Civil and Administrative Tribunal (ACAT) to end the tenancy.

A landlord can also end a periodic tenancy if the tenant breaches the agreement.

Landlord is posted to the ACT for work

If the landlord is moving to the ACT for work they can end the tenancy. This applies only if a posting termination clause was in the tenancy agreement at the time of signing.

For tenancy agreements entered into on or after 12 October 2025, the posting clause will also apply to the landlords spouse or domestic partner.

The landlord must give the tenant 8 weeks' notice to vacate. They must also provide proof that they are being posted to the ACT for work. This could be a letter from their employer.

Tenant damages the property



A landlord can end the tenancy if the tenant damages the property.

The landlord must give the tenant a notice to remedy the damage (if it can be repaired). The landlord must give the tenant two weeks to repair the damage.

If the tenant does not repair the damage, the landlord must give the tenant a notice to vacate. The landlord must give the tenant two weeks to leave the property.

If the tenant does not leave the property, the landlord may apply to the ACT Civil and Administrative Tribunal (ACAT) to end the tenancy.

A landlord can also end a periodic tenancy if the tenant damages the property.

Tenants threatens the landlord



If the tenant is threatening or abusive to the landlord, their family or their agent, the landlord can apply to the ACT Civil and Administrative Tribunal (ACAT) to end the tenancy.

The landlord must tell the tenant about the behaviour 2 weeks before applying. The ACAT will wait at least 3 weeks before holding a hearing.

A landlord can also end a periodic tenancy if the tenant is threatening or abusive to the landlord, their family or their agent.

Tenant made a false or misleading statement

If the tenant gave false or misleading information when entering the tenancy agreement, the landlord can apply to the ACT Civil and Administrative Tribunal (ACAT) to end it.

A landlord can also end a periodic tenancy if the tenant gave false or misleading information.

Ending a periodic tenancy



There are some reasons for ending a tenancy which landlords can only use in periodic tenancies.

Landlord is selling the property

A landlord can end a periodic tenancy if they plan to sell the home. They must give 8 weeks' notice and proof, like a statutory declaration or sales contract.

If the tenant doesn't leave, the landlord can apply to the ACT Civil and Administrative Tribunal (ACAT) to end the tenancy.

For fixed-term leases, the home can be sold, but the lease continues until the fixed-term ends.

Landlord or their family member moving into the property

A landlord can end a periodic tenancy if they or someone close to them wants to live in the home. They must give 8 weeks' notice and proof, like a statutory declaration.

If the tenant doesn't leave, the landlord can apply to the ACT Civil and Administrative Tribunal (ACAT) to end the tenancy.

Landlord is making major repairs or renovations



A landlord can end a periodic tenancy if they need to do big repairs or rebuild, and the tenant can't stay during the work. They must give 12 weeks' notice and proof, like quotes or building plans.

If the tenant doesn't leave, the landlord can apply to the ACT Civil and Administrative Tribunal (ACAT) to end the tenancy.

Landlord wants to use the property for something else

A landlord can end a periodic tenancy if they legally want to use the home for something else, like a business. They must give 26 weeks' notice and proof, like a business plan or statutory declaration.

If the tenant doesn't leave, the landlord can apply to the ACT Civil and Administrative Tribunal (ACAT) to end the tenancy.

Termination of a lease or occupancy agreement



In certain circumstances, you can apply to terminate a lease or occupancy agreement under the Residential Tenancies Act 1997.

ACAT may make orders to:

- terminate the lease or occupancy agreement
- require the tenant or occupant to vacate
- make a payment (for tenancies)
- dismiss the application.

Terminating a lease

Both a lessor and a tenant can apply to ACAT to end a residential tenancy agreement (lease). A lessor may also ask for vacant possession of the premises (this means the tenant is required to move out). When a lessor asks for an order ending the lease and requiring the tenant to move out, ACAT will refer to this as a termination and possession order.

Termination applications can be made for a range of reasons, including:

- unpaid rent
- hardship
- failure to comply with a payment order

- threatening or harassing behaviour
- failure to comply with minimum housing standards
- a breach of the lease.

Whether you are a lessor or tenant, you need to have reliable grounds to terminate the tenancy. Check your residential tenancy agreement and the Residential Tenancies Act 1997.

Before you come to ACAT, you will also need to check whether and what notices you need to serve (for example, notices to remedy or vacate). Refer to the Residential Tenancies Act 1997 and the Residential Tenancies Regulation 1998.

Terminating an occupancy agreement



A grantor must ensure an occupancy agreement states the circumstances in which an agreement can be terminated and the reasonable period of notice that must be given before it is terminated. An occupancy agreement may only allow a party to terminate the agreement under reasonable circumstances.

A party can only terminate an agreement in one of these situations:

- all the parties agree

- the agreement allows the party to do so and the party has given notice in accordance with the agreement
- the other party has breached the occupancy principle or the agreement and the breach justifies the termination of the agreement.

ACAT can make orders to end an occupancy agreement and grant vacant possession of the premises to the grantor (this means the occupancy will come to an end and the occupants will be required to move out).

How to apply

To apply:

- fill in the application for resolution of a tenancy dispute form [PDF 550KB] in full
- attach any relevant documents (for example, the residential tenancy or occupancy agreement, notice to remedy and notice to vacate (if applicable), rent or occupancy fee ledger, and any condition reports)
- lodge your form
- tell us the times and dates you are not available to attend ACAT, for example, if you are overseas or having a medical procedure
- pay the fee, unless you have an exemption, waiver or deferral.

What to expect after an application is made

The case will be scheduled for a short hearing, which is usually heard on a Wednesday or Thursday.

A notice will be sent to all the parties stating the date, time and location to attend ACAT. It will also tell you when to provide your documents, and will include a copy of the application.

A decision about the case is usually made at the end of the hearing. In some cases, the ACAT Member will reserve the decision, and give it later. A copy of the orders will be sent to the parties.

Chapter 5 - Strengthening rental rights: standards and protections

Chapter 5 addresses the remaining issues in 'A Better Deal for Renters' that were not covered in Chapter 4.[1] These relate to accommodation minimum standards, protections for victim-survivors of domestic and family violence, and enforcement and appeal mechanisms for renters to assert their rights. The chapter also draws attention to issues facing renters of less common tenancy types that are not adequately covered by existing protections.

Accommodation minimum standards



The committee's interim report highlighted that many renters across the country are being exposed to unsafe and unsanitary conditions in poor quality housing.[2] Under 'A Better Deal for Renters', National Cabinet agreed to:

Phase in minimum quality standards for rental properties (stovetop in good working order, hot and cold running water).

At the time of the agreement, legislative provisions in all states and territories already obligated landlords to provide and maintain residential rental properties to a certain standard.[4] Broadly speaking, landlords are required to ensure that premises are, at the beginning of a tenancy and throughout the life of the lease: habitable,[5] reasonably clean,[6] reasonably secure,[7] and in a reasonable state of repair.[8]

The ACT Council of Social Service (ACTCOSS) observed that, on the whole, current minimum standards for rental properties are 'generic ... and lacking in detail'.[9]

Several jurisdictions provide greater specificity,[10] for instance some rules explicitly require the premises to be structurally sound;[11] weatherproof;[12] free of vermin, damp and mould;[13] and have adequate ventilation,[14] heating,[15] toilet and bathroom facilities,[16] lighting in each habitable room,[17] and window coverings in certain rooms.[18]



Strengthening minimum standards

The committee heard widespread support for strengthening minimum quality standards for rental properties.[19] Anglicare Australia, for example, submitted that:

A home is a basic necessity. It provides shelter, warmth and other basics for human life. It is reasonable to expect that all rental properties should meet minimum standards.[20]

Many inquiry participants highlighted the variance in standards across different jurisdictions and argued that the standards could be strengthened across the board.[21] National Cabinet's commitment to minimum standards was described as a 'welcome step towards providing renters with a higher standard of living'.[22]

Inquiry participants noted that the examples of a 'stovetop in good working order, hot and cold running water'[23] mentioned in 'A Better Deal for Renters' should be 'the absolute base level'.[24] As Ms Farah Farouque of the National Association of Renters' Organisations (NARO) remarked, 'to speak only of hot and cold water takes a Dickensian lens to the issue of safe and healthy homes for renters in the 21st century'.[25]

Many stakeholders encouraged states and territories to be ‘more aspirational’[26] and emphasised that ‘minimum standards must be raised from “bare minimum for existence” to “comfortable housing with dignity.”’[27]

The committee received numerous suggestions for specific standards regarding, for example:

- energy efficiency and thermal comfort;[28]
- accessibility;[29]
- climate resilience;[30]
- security and safety;[31]
- reducing exposure to vermin, damp and mould;[32]
- adequate ventilation;[33]
- access to natural light;[34]
- window coverings;[35] and
- working essential appliances.

Submitters encouraged state and territory governments to continue working together through National Cabinet ‘to implement regulatory reforms drawn from the successes in other states and territories’.[37] The Victorian regulations were frequently mentioned as an example that other jurisdictions could emulate.[38]

Additionally, submitters pointed to New Zealand’s (NZ) Residential Tenancies (Healthy Homes Standards) Regulations 2019 as a potential model for Australian regulations.[39] Dr Emma Power, Associate Professor of Human Geography and Urban Studies at Western Sydney University, explained that the NZ regulations:

... provide minimum standards for heating, ventilation, insulation, moisture ingress and drainage and draughts. They are health based standards, designed to ensure minimum property quality in addition to the benefits of better health and reduced illness amongst residents.[40]

Energy efficiency and thermal comfort standards

As mentioned in the interim report, many rental properties are poorly sealed and insulated, and are not energy efficient to heat or cool.[41] Rental housing is more likely than owner-occupied housing to have inadequate insulation, heating and cooling:

21 per cent of very low and 23 per cent of low-income renters (both private and social) report not being able to keep comfortably cool in summer, compared to 8 and 4 per cent respectively of very low and low-income owners with a mortgage.[42]

A study conducted in the winter of 2022 revealed that the temperatures in several Tasmanian rental properties were below the World Health Organisation's recommended minimum indoor temperature of 18 degrees Celsius 21 hours of the day.[43]

Thermal discomfort is particularly acute in 'remote communities and regions where climate conditions are most extreme',[44] such as the Kimberley region of Western Australia where First Nations renters are often exposed to extreme heat.[45]

Poor temperature regulation in rental properties has serious impacts on renters' health and wellbeing.[46] The committee heard that cold homes can exacerbate asthma and cardiovascular conditions,[47] while high temperatures can cause dehydration, heat exhaustion and heat stroke, and increase the risk of maternal and neonatal complications.[48]



Additionally, inquiry participants claimed that renters are experiencing 'energy hardship' and 'energy poverty' as a result of using energy inefficient appliances to heat and cool their homes.[49] The Australian Housing and Urban Research Institute (AHURI) submitted that up to 40 per cent of renting households experience energy hardship, 'where residents limit their energy use for normal daily activities'.[50] Better Renting stated that renters 'can end up with very expensive energy bills, which can result in energy debt, rental arrears, or having to cut back on other basics such as food'.[51]

Accordingly, a large number of inquiry participants called for minimum standards in relation to energy efficiency and thermal comfort to apply to new and existing rental properties.[52] Energetic Communities argued that such standards should be mandatory as evidence had shown:

landlords usually don't undertake energy efficiency upgrades, even if funded, and even if it's of no cost to themselves. This has been the experience in NSW [New South Wales], Vic [Victoria] and QLD [Queensland]. The NSW Home Power Savings Program ... for example, showed that only 10 percent of private landlords gave permission for small improvements such as free efficient showerheads and draught strips to be installed under the program. ... Regulating mandatory energy efficiency minimum standards and disclosure is therefore required.

Energetic Communities pointed out that minimum standards could be designed in various ways:



Mandatory energy efficiency standards could be a [sic] whole of home performance-based standards (e.g., 5-star homes), or specific features-based standards (e.g., insulation or draught sealing).

The committee heard support for whole of home performance-based standards—for example, several submitters suggested that rental properties should be required to meet a minimum energy efficiency rating of four or five stars.[55]

There was also broad support for the Community Sector Blueprint: National Framework for Minimum Energy Efficiency Rental Requirements (Community Sector Blueprint) which proposes the implementation of a 'modelled performance' standard which would involve a qualified assessor undertaking an audit of the overall energy performance of a property and making suggestions for improvement.[56] The Community Sector Blueprint prefers whole of home performance-based standards to features-based standards because of the concern that:

On the other hand, several inquiry participants suggested specific features-based standards for:

- energy efficient heating and cooling fixed appliances;[58]
- safe temperature guidelines;[59]
- insulation;[60] and
- draught-proofing.[61]

Accessibility standards



Numerous inquiry participants expressed support for minimum accessibility standards for rental properties.

As noted in the interim report, there is a 'significant lack of accessible housing in the existing private rental market'. The lack of accessible housing options is of particular concern to older

renters and renters with disabilities,[70] for whom this has a range of detrimental consequences including:

- increased risk of physical injuries;[71]
- mental health challenges;[72] and
- 'segregation and isolation from support networks, family, and friends'.



The inaccessible design of stairs and bathrooms were commonly identified issues in rental housing.[74] For instance, Ms Fiona York, Executive Officer at the Housing for the Aged Action Group (HAAG), told the committee:

A number of stakeholders suggested that the minimum accessibility standards contained in the National Construction Code (NCC) should be mandated for all new residential builds.[76] Some held that the NCC's silver standards for accessibility should be mandated,[77] while others advocated for the gold standards.[78]

Inquiry participants stressed the need for accessibility standards to be mandatory because voluntary adoption of the NCC accessibility standards had not been effective.[79] Action for More Independence and Dignity in Accommodation (AMIDA), a disability advocacy group, gave evidence that:

In the previous decade the National Construction Code NCC accessible features were voluntary and were only taken up by 5 [per cent] of the private building sector. The voluntary approach

has failed conclusively to increase the supply of accessible housing. This failure clearly demonstrates the need for a mandated code.

Enforcement of minimum standards

Inquiry participants proposed various approaches to the enforcement of minimum standards for rental properties.

Several submissions argued in favour of the mandatory disclosure of rental properties' energy efficiency ratings in rental advertisements.[85] This would serve the dual purpose of 'monitoring compliance with minimum standards'[86] as well as informing prospective renters of what 'the real costs of renting a particular property are likely to be'.[87]

Likewise, submitters promoted the mandatory disclosure of rental properties' compliance with accessibility standards as a way to enforce minimum standards and allow people with accessibility needs to more easily identify suitable rental properties.[88]

The ACT already requires rental advertisements for residential premises to state whether the premises comply with the minimum housing standards set under residential tenancies regulation.[89]

Repairs and maintenance



Some jurisdictions require landlords to reimburse renters within a certain time frame for the reasonable cost of repairs,[134] or allow renters to apply to a tribunal for an order that their landlord must make certain repairs within specified time frames.[135]

Inquiry participants called for clear and nationally consistent: definitions of urgent and non-urgent repairs,[136] and time frames for actioning urgent and non-urgent repairs.[137]

Boarding houses

Boarding houses (also known as rooming houses) have traditionally been an affordable housing option for people experiencing homelessness, people exiting crisis accommodation, or people on income support payments.[286] Submitters have raised concerns about the affordability, safety standards and legislative protections for boarding house occupants.[287]

Submitters raised serious concerns about the standard of accommodation provided in some boarding houses, with reported issues relating to safety, security, cleanliness, amenity, lack of adherence to regulatory requirements, trauma, violence and extortion.[290] It is reported that some people experiencing homelessness would rather sleep rough than stay in boarding accommodation.[291]

Broadly, submitters recommended increasing the protections for boarding house occupants, bringing the legislation into closer alignment with protections for other tenants.[295]

Domestic Cleaning Vs. End Of Tenancy Cleaning



Imagine coming back to a home that feels fresh, organised and inviting. A quick wipe of the counters, a vacuum of the floors and everything is back in order. Now contrast this to the chaos of moving out – dust lurking in the forgotten corners, stubborn grime clinging to the tiles and the looming stress of ensuring every inch of the property is spotless. While both these scenarios involve cleaning, the distinction between the two tasks is vast. A routine upkeep and a deep move-out clean are wildly different from one another, and choosing the right one for the right occasion is important.

1. Scope and Frequency of Cleaning

Domestic cleaning is an ongoing process that ensures the home remains tidy and manageable, typically including tasks like vacuuming, dusting, mopping and sanitising the kitchens and bathrooms. Depending on the household's needs, this can be done on a daily, weekly or fortnightly basis. Most homeowners or tenants choose to do this cleaning themselves, while some may go on to hire a cleaner for the regular maintenance.

On the other hand, end of tenancy cleaning is often referred to as a “one-time only” intensive task that is performed when a tenant is vacating a rental property. The goal here is to return the house to the conditions it was first received in, ensuring that it is meeting the standards and expectations of the property owner or the house inspector. These deep cleaning services cover all areas, including the ones that get overlooked during routine maintenance, such as behind appliances, inside cupboards and along skirting boards.

2. Cleaning Standards and Expectations



Domestic cleaning standards vary based on the individual preferences and lifestyle habits of the people carrying them out. Some prefer to keep everything spotless, while others may have a more relaxed approach. Since this type of cleaning is continuous, minor imperfections are often acceptable as long as the overall space remains organised and clean.

Contrast this to end of tenancy cleaning. Everything has to follow strict guidelines set by the landlord or property managers, as rental agreements require the tenants to leave the property in immaculate condition to secure their bond refunds. Detailed End of lease cleaning Canberra services adhere to a checklist that includes deep cleaning the carpets, walls and even outdoor areas like balconies and patios to make sure no spot is missed and so that you don't incur bond deductions.

3. Cleaning Techniques and Equipment



Domestic cleaning relies on the use of standard cleaning products like vacuum cleaners, mops, sponges and all-purpose sprays. The techniques used to clean are also generally simple and focus on surface-level cleanliness with many homeowners preferring to use eco-friendly or DIY cleaning solutions for maintaining their living spaces.

However, end of tenancy cleaning requires professional-grade cleaning tools and specialised techniques. These services often make use of things like steam cleaners for carpets, industrial strength cleaning solutions for deeply scrubbing the grout, using a pressure washer to remove stubborn stains and built-up grime from your driveways, etc. Most End of Lease Cleaning Canberra specialists have the expertise to tackle areas that need extensive attention, ensuring the property is returned to a near-original state.

4. Time and Effort Involved



Domestic cleaning is a manageable task that can be completed within a short period of time depending on the size of the home. A quick clean might take an hour or two, while a more thorough weekly clean may take around half a day. Households that hire house help for their regular maintenance may schedule their services according to their convenience.

For end of tenancy cleaning, the process is more labour intensive and time consuming – it can take anywhere between several hours to a full day, depending on the size and condition of the property being cleaned. Since the objective is to restore the property to near original state, multiple cleaners may be required to do the job efficiently. Tenants attempting to go DIY are often underestimating the amount of time and labour needed for it, so hiring the pros is a more practical choice here.

5. Cost Considerations

In terms of the price, domestic cleaning is more affordable especially when done on a routine basis. Professional domestic cleaners charge by the hour or offer fixed prices for weekly or fortnightly cleaning sessions and since the requirements are minimal the costs too remain manageable for most households.

On the other hand, the end of tenancy cleaning is significantly more expensive. The cost is often determined by factors like the size of the property, the level of dirt and grime and the use of any additional services like carpet steam cleaning or window washing. While it may seem like a

very expensive affair upfront, hiring professional bond cleaning in Canberra for this task is a worthwhile investment as this will ensure the tenants receive their full bond amount from the landlord.

6. Who Needs these Services?



Homeowners, families, or individuals who like to keep their living space tidy and comfortable might benefit from domestic cleaning, as can senior citizens who require help with everyday household chores and time-pressed professionals who have little time for cleaning.

In addition to landlords and property managers who need to prepare the home for new tenants, end-of-tenancy cleaning is crucial for renters or tenants who intend to leave a property. To make sure the home satisfies the requirements set forth by Australia's Tenancy Laws before it is put up for rent once more, real estate brokers frequently suggest hiring a cleaning service.

Wrapping up

Both domestic and end of tenancy cleaning are different from one another. Understanding the differences between the two will allow you to choose the right kind of service for your specific cleaning requirements. Happy Cleaning!

5 of the most common legal issues for renters



Renting in Australia can sometimes seem like a battle. From the expensive rents and the lack of pet-friendly properties to the horror stories of terrible landlords, renting can seem like navigating a minefield of issues just waiting to explode.

However, the key to renting successfully and without issues is to fully understand your rights as a renter, and your obligations to the landlord under your tenancy agreement. We spoke to Jim Parke, Managing Director of Parke Lawyers, about the five most common legal issues renters face and how to solve them.

The problem: condition dispute

The answer: do a thorough condition report

According to Jim, a reliable condition report can assist you greatly in the event that there is a dispute between you and the Landlord in relation to any damage to the rental property.

“Take photos of the property at the start of your tenancy – particularly of any damage present – and keep those photos with your condition report,” says Jim Parke, Managing Director of Parke Lawyers. “You should also consider engaging a professional building inspector to assist you in completing the condition report. Check that all the electrical appliances and plumbing in the property are in good working order. You may also wish to consider what the costs of

replacing fused lightbulbs in the property would be and enquire if the Landlord will be responsible for such replacements.”



The problem: you discover unexpected restrictions

The Answer: check the tenancy agreement conditions and Owners Corporation rules.

Jim says renters should not rely on representations from a real estate agent in regards to what you are allowed to do with a rental property, such as whether you can keep pets there, sub-let the property to another person or smoke inside.

“If you require certain things as part of your tenancy make sure they are written into the tenancy agreement itself,” says Jim. “They may be listed as ‘special conditions’ in the agreement. If you intend to live in an apartment complex, it is good practice to review the Owner’s Corporation rules carefully before you sign up to a tenancy agreement. Owners Corporation rules can be quite restrictive – and sometimes unexpectedly so. For example, some rules may provide that clothes must not be hung on the balcony or that only curtains of a certain colour may be used, to maintain the aesthetics of the building.”

The problem: the landlord sells or puts the property up for rent

The answer: work out a mutually beneficial viewing schedule

“If the Landlord wants to sell the property and needs to show the property to prospective purchasers, the Landlord, through the real estate agent, will seek permission from you by giving you notice that viewings will be conducted on the premises,” says Jim. “However, they have to ensure that your ‘quiet enjoyment’ of your rented property is protected. They may insist on multiple viewings – especially on weekends – and foot traffic in and out of your property may be high. This may obviously interfere with your ‘quiet enjoyment’ of the property. You should work out reasonable time periods in which such inspections can be done. Any interference that is unreasonable and any pressure or aggression shown by a real estate agent with regard to property inspections should be recorded by you. Typically, the State’s consumer affairs agency can assist with problems of this kind but sometimes legal action may be required.”



The problem: you are offered the choice between a fixed-term or periodic tenancy

The answer: ask yourself which ones suits your lifestyle better

“Your landlord may offer you either a fixed-term or periodic tenancy. A fixed-term tenancy has a specified end date, whereas a periodic tenancy continues (typically on a month to month basis) until it is brought to an end,” says Jim.

“Fixed-term tenancies that are not renewed ‘roll over’ into periodic tenancies at the end of the fixed-term. It will usually be better for a tenant to have a fixed-term tenancy (fixed-term

tenancies are generally more secure and they also fix the rent, so it can't be raised unexpectedly)."

"Sometimes, though, you might prefer a periodic tenancy. For example, a periodic tenancy doesn't commit you to, say, a full years' rent at a price you may not be comfortable with or able to afford. It also gives you more flexibility about looking for a new home because the tenancy can typically be brought to an end on a month's notice. You can enter into a periodic tenancy at the commencement of the tenancy by stating a move in date with no expiry date."



The problem: you want to sub-let the spare room

The answer: ask the landlord

"Tenants often rent properties with a view of sub-letting a spare room. Typically, under tenancy agreements, you cannot sub-let whole or part of the premises without the consent of the Landlord," says Jim. "Such consent must however not be unreasonably withheld. If you are thinking of sub-letting a spare room, you should seek consent from the Landlord in writing first before entering into the tenancy agreement. This will help you avoid any disputes with the Landlord in relation to sub-letting during your tenancy. You should also ensure that you sub-let to someone who you can trust and is responsible – because you will usually be responsible for any acts or omissions by them that breach the tenancy agreement."

Conclusion

Understanding what landlords expect when a property is vacated helps create a smoother and more predictable end-of-tenancy experience for everyone involved. By recognising how legislation, tribunal guidance and practical considerations work together, tenants can better prepare for final inspections, meet required standards and reduce the likelihood of disputes. Real examples and common issues further highlight the importance of communication, documentation and awareness of legal rights and responsibilities. While each tenancy may differ in detail, the underlying principles remain consistent. When tenants approach the vacating process with clarity and organisation, they are more likely to meet reasonable expectations and achieve a fair, stress-free transition out of the property.

References

Ending a tenancy for landlords (Last updated: 8 Oct 2025) | act.gov.au | Retrieved on 14th Nov | From <https://www.act.gov.au/housing-planning-and-property/renting/ending-a-tenancy-for-landlords>

Termination of a lease or occupancy agreement | acat.act.gov.au | Retrieved on 15th Nov | From <https://www.acat.act.gov.au/case-types/rental-disputes/termination-of-a-lease>

Chapter 5 - Strengthening rental rights: standards and protections | aph.gov.au | Retrieved on 15th Nov | From [https://www.aph.gov.au/Parliamentary_Business/Committees/Senate/Community_Affairs/Worseningrentalcrisis/Final_Report/Chapter_5 -
_Strengthening rental rights standards and protections](https://www.aph.gov.au/Parliamentary_Business/Committees/Senate/Community_Affairs/Worseningrentalcrisis/Final_Report/Chapter_5_-_Strengthening_rental_rights_standards_and_protections)

Angelina (1Feb 2025) | Domestic Cleaning Vs. End Of Tenancy Cleaning | bondcleaningin Canberra.com.au | Retrieved on 16th Nov | From <https://www.bondcleaningin Canberra.com.au/domestic-cleaning-vs-end-of-tenancy-cleaning>

Laura Barry (17 Jan 2019) | 5 of the most common legal issues for renters | bhg.com.au | Retrieved on 17th Nov | From <https://www.bhg.com.au/lifestyle/common-legal-issues-renters>