

# ACT Landlord Compliance Guide 2026

Everything you must do — and when

A complete guide to your legal obligations as a residential landlord in the Australian Capital Territory, including the Residential Tenancies Act 1997, Unit Title Rental Certificates, EER compliance, smoke alarms, bond obligations, and ACAT tribunal procedures.

## About this guide

This guide is designed for residential landlords in the ACT. It covers your core legal obligations under the Residential Tenancies Act 1997 (ACT) and related legislation. Compliance with these obligations protects your investment, your relationship with your tenant, and your standing should any dispute arise at ACAT.

At Jaira Properties, we manage every one of these obligations on behalf of our landlords. This guide is published as a free resource so you know exactly what is involved — whether you are self-managing or considering professional management.

## 1. Before the tenancy begins

### Tenancy agreement

You must provide a written residential tenancy agreement that complies with the Residential Tenancies Act 1997 (ACT). The agreement must be in the approved form, include all mandatory clauses, and be signed by both parties before the tenancy commences. Using a template that does not comply with current ACT legislation is a common and costly mistake for self-managing landlords.

### Unit Title Rental Certificate (units and apartments)

Required since 9 January 2025. If your property is a unit, apartment or townhouse within a units plan (body corporate/strata scheme), you must provide the tenant with a Unit Title Rental Certificate before or at the time of signing the tenancy agreement.

The certificate is obtained from your owners corporation manager and discloses: current owners corporation rules, any special levies, by-laws affecting tenant use (pets, parking, noise), and contact details for the owners corporation. Failure to provide this document may allow a tenant to terminate the tenancy and could result in an Access Canberra complaint.

### Condition report

You must prepare a written ingoing condition report documenting the state of the property at the start of the tenancy. Photographs should accompany this report. Provide a copy to the tenant within three business days of them moving in. The tenant has the right to note any disagreements on the report within three business days of receipt.

The condition report is your most important document if a bond dispute arises at tenancy end. A poorly prepared or missing condition report will almost always result in a decision against the landlord at ACAT.

### Bond lodgement

The bond must be lodged with the ACT Revenue Office (Rental Bonds) within two weeks of receipt. You cannot hold the bond yourself — it must be lodged electronically or by mail. The maximum bond for most residential properties is four weeks rent. Failure to lodge on time is an offence under the Act.

### Energy Efficiency Rating (EER) disclosure

All residential properties offered for rent in the ACT must display their Energy Efficiency Rating in any advertisement. The EER certificate must be current (obtained within 12 months for new certificates). This applies to houses, apartments, and units.

## 2. During the tenancy

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### Rent increases

Rent may only be increased once every 12 months. You must provide at least 8 weeks written notice of any rent increase, stating the new amount and effective date. If the proposed increase exceeds the ACT Government's CPI-based guideline, your tenant may apply to ACAT for a review on the grounds that the increase is excessive.

- ✓ One increase per 12-month period maximum
- ✓ Eight weeks written notice required
- ✓ Notice must state new amount and effective date
- ✓ CPI guideline: increases above this can be challenged at ACAT
- ✓ Keep evidence of market rent to support any above-guideline increase

### Routine inspections

You may conduct up to four routine inspections per year. The first inspection cannot occur until three months after the start of the tenancy. You must give the tenant at least seven days written notice of each inspection. You cannot conduct inspections more frequently than once every four weeks.

### Maintenance and repairs

You must maintain the property in a reasonable state of repair, having regard to its age and character. Urgent repairs — including failure of essential services such as hot water, heating, or a gas leak — must be addressed immediately. Non-urgent repairs must be actioned within a reasonable time. Failure to action repairs is one of the most common grounds for tenancy disputes and ACAT applications.

**Urgent repairs include:** burst water service, gas leak, serious roof leak, failure of hot water system, electrical fault causing danger, flooding, and failure of heating during cold weather. Your tenant has the right to arrange urgent repairs themselves (up to \$750) and deduct the cost from rent if you cannot be contacted or fail to act.

### Entry to the property

You must give the tenant at least 24 hours written notice before entering the property, except in an emergency. Entry must occur at a reasonable time (generally 8am to 6pm Monday to Saturday, not on Sundays or public holidays without agreement). Specific notice requirements apply depending on the reason for entry.

## Smoke alarms

The property must have working smoke alarms installed as required by the Building (General) Regulation 2008 (ACT). Smoke alarms must be tested and in working order at the start of each tenancy. You are responsible for replacing batteries and ensuring alarms are operational. Tenants must not tamper with or remove smoke alarms.

## 3. Ending the tenancy

### Notice to vacate — landlord-initiated

The notice periods you must give to end a tenancy depend on the reason. Key notice periods under the ACT Act:

Reason for ending tenancy	Minimum notice period
Sale of property (vacant possession)	4 weeks
Landlord requires property for own use	4 weeks
Significant renovations (property uninhabitable)	4 weeks
End of fixed term (not renewing)	4 weeks written notice before expiry
Without reason — periodic tenancy	26 weeks

### Outgoing condition report and bond

At the end of the tenancy, conduct a thorough outgoing inspection and compare the property's condition to the ingoing condition report. You have 14 days after the tenancy ends to make any claim against the bond. If you and the tenant cannot agree on bond deductions, either party may apply to the ACT Civil and Administrative Tribunal (ACAT) for a resolution.

## 4. ACAT — The ACT Civil and Administrative Tribunal

ACAT is the body that resolves residential tenancy disputes in the ACT. Either landlord or tenant can apply to ACAT for orders relating to rent, repairs, bond, entry, and compliance with the Act. Applications are made online via the ACAT website. Most tenancy matters are heard within four to six weeks of application. At Jaira Properties, we represent our landlords at ACAT at a rate of \$95 per hour — charged only if a hearing is required.

## Annual compliance calendar — key landlord obligations

Obligation	Timing	Notes
Rent review	Annually (min. 12 months between increases)	Market appraisal recommended

Routine inspections	Up to 4 per year	7 days notice each time
Smoke alarm test	Each new tenancy	Replace batteries as needed
EER certificate renewal	Every 12 months (new cert)	Required in all rental ads
Unit Title Rental Certificate	Each new/renewed tenancy	Units/apartments only
Lease renewal review	Before fixed term expiry	4 weeks notice to not renew
Bond lodgement	Within 2 weeks of receipt	ACT Revenue Office
Land tax assessment review	Annually (ACT Revenue)	Check exemption eligibility

**Managing all of this yourself?** At Jaira Properties, we handle every obligation on this calendar for you. No missed notices, no compliance gaps, no ACAT surprises. Contact us for a free rental appraisal — [jaira.com.au](http://jaira.com.au)

*Disclaimer: This guide is general information only and does not constitute legal advice. The Residential Tenancies Act 1997 (ACT) and related legislation are subject to amendment. Always verify current requirements with Access Canberra or a licensed property manager. Jaira Properties — ACT Licence No. 18404216.*