

ACT Tenant Rights Guide 2026

Know your rights as a Canberra renter

A plain-English guide to your rights and responsibilities as a tenant in the Australian Capital Territory. Covers your rights before, during and at the end of a tenancy — including repairs, entry, rent increases, bond, and how to resolve disputes at ACAT.

About this guide

This guide is for anyone renting a residential property in the ACT. Your rights are protected under the Residential Tenancies Act 1997 (ACT) — one of the most tenant-protective pieces of legislation in Australia. Understanding your rights means you can advocate for yourself confidently, resolve issues efficiently, and avoid disputes escalating unnecessarily.

At Jaira Properties, we believe informed tenants make the best tenants. We respect your rights and aim to exceed your expectations as a tenant throughout your tenancy with us.

1. Before you move in

Your right to a written tenancy agreement

Your landlord must provide you with a written tenancy agreement before you move in. Read it carefully before signing. The agreement must include: the names of the landlord and tenant, the property address, the rent amount and payment method, the length of the tenancy (fixed term or periodic), the bond amount, and any special conditions.

You are entitled to keep a signed copy of the agreement. Never sign a tenancy agreement you have not read in full.

Ingoing condition report

Your landlord must give you a condition report documenting the state of the property at the start of the tenancy. You have three business days to review it and note any disagreements. Return your signed copy to the landlord or agent within this time.

Tip: Take your own photos of every room, wall, carpet, and appliance on the day you move in — even if the condition report looks thorough. Date-stamped photos on your phone are valuable evidence if there is a bond dispute at the end of your tenancy.

Bond

Your landlord can charge a maximum bond of four weeks rent for most residential properties. The bond must be lodged with the ACT Revenue Office — it cannot be held by the landlord. You should receive confirmation of lodgement. Your bond is held in trust and will be returned to you at the end of the tenancy unless there are legitimate deductions for unpaid rent or damage beyond fair wear and tear.

Unit Title Rental Certificate (units and apartments)

If you are renting a unit, apartment or townhouse in a body corporate scheme, your landlord must provide you with a Unit Title Rental Certificate before or at the time you sign the agreement (required since January 2025). This document tells you the owners corporation rules that apply to your tenancy — including rules about pets, parking, noise, and common areas. Read it carefully before signing.

2. Your rights during the tenancy

Quiet enjoyment

You have the right to quiet enjoyment of the property — meaning your landlord cannot interfere with your reasonable use of the home. This includes prohibiting unauthorised entry, harassment, or unreasonable attempts to end your tenancy.

Entry by the landlord

Your landlord or their agent must give you at least 24 hours written notice before entering the property, except in a genuine emergency. Entry must occur at a reasonable time (generally 8am to 6pm, Monday to Saturday). You do not have to be home during an inspection, but you have the right to be present if you wish. Routine inspections can only occur up to four times per year, with at least 7 days notice each time.

Rent increases

Your rent can only be increased once every 12 months, and you must receive at least 8 weeks written notice. If you believe a proposed rent increase is excessive — that is, it significantly exceeds the ACT CPI guideline — you have the right to apply to ACAT for a review. You should not simply pay an increase you believe is unreasonable without first understanding your options.

Repairs and maintenance

Your landlord must keep the property in a reasonable state of repair. You have the right to report maintenance issues and have them addressed within a reasonable time. For urgent repairs — including failure of hot water, heating, gas leaks, or electrical faults causing danger — your landlord must respond immediately.

If an urgent repair is not addressed: You may arrange the repair yourself and claim up to \$750 from the landlord, provided you have made a genuine attempt to contact them first and have kept all receipts. Always document your attempts to contact the landlord in writing.

Pets

Under the ACT Residential Tenancies Act, a landlord cannot unreasonably refuse a request to keep a pet. If you wish to keep a pet, make a written request to your landlord or property manager. They may apply conditions (such as professional carpet cleaning at the end of tenancy) but cannot refuse without reasonable grounds. If a request is refused and you believe it is unreasonable, you may apply to ACAT.

Privacy

Your landlord must not collect more personal information than is reasonably necessary to assess your tenancy application or manage the tenancy. Information about your tenancy history held on tenancy databases must be accurate — you have the right to access and correct your information held on tenancy databases.

3. Ending the tenancy

Notice periods — tenant-initiated

Situation	Notice you must give
End of fixed term (not renewing)	3 weeks written notice before expiry
Periodic tenancy (no fixed end date)	3 weeks written notice
Domestic violence (with supporting documentation)	As soon as practicable
Property not in reasonable repair	As per ACAT order

Getting your bond back

At the end of the tenancy, your landlord has 14 days to make any claim against the bond. If you leave the property in the same condition as when you moved in (allowing for fair wear and tear), you are entitled to your full bond back. If you disagree with any deductions, apply to ACAT promptly — do not delay.

Fair wear and tear means the natural deterioration of a property through normal use over time — faded paint, minor scuffs, worn carpet from foot traffic. This is different from damage caused by negligence or misuse, which a landlord may legitimately claim from the bond.

4. Resolving disputes — ACAT

The ACT Civil and Administrative Tribunal (ACAT) is the independent body that resolves residential tenancy disputes in the ACT. Either tenant or landlord can apply to ACAT. Applications are lodged online and most tenancy matters are heard within four to six weeks. Representation by a lawyer is not required — many tenants represent themselves successfully at ACAT.

Common tenant applications to ACAT include: excessive rent increase review, order for urgent or non-urgent repairs, bond dispute at end of tenancy, unlawful entry by landlord, and termination of tenancy by tenant in specific circumstances.

For free tenancy advice in the ACT, contact the Legal Aid ACT Tenancy Advice Service. They provide free, confidential advice to ACT tenants on residential tenancy issues.

Renting through Jaira Properties? We are here to help. Contact your property manager directly for any maintenance requests, questions about your tenancy, or concerns about the property. We aim to respond within 24 hours. jaira.com.au

Disclaimer: This guide is general information only and does not constitute legal advice. The Residential Tenancies Act 1997 (ACT) is subject to amendment. For advice specific to your situation, contact Legal Aid ACT or a licensed property manager. Jaira Properties — ACT Licence No. 18404216.