



## ACT CIVIL & ADMINISTRATIVE TRIBUNAL

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**Dear Property Managers and interested parties**

We have decided to simplify the need for endorsements in a number of areas. It is our view that many current endorsements are unnecessary, as they clearly are covered by the Act and the standard clauses in the schedule and at any rate, have been endorsed before and therefore need no repeat endorsement.

Specifically, we feel there is no need to seek endorsements for the following:

1. **Pet Clauses;**

We feel Clause 53 of the standard terms in the schedule covers this. So, if you want to stipulate no pets, please do so without the need in future for endorsement. Clause 53, in our view, implies the right of a tenant to have pets unless otherwise stipulated. (due to the right of exclusive possession). Accordingly, Landlords will need to put in a new clause to stipulate no pets, or indeed, if they want to restrict the type and number of pets, put in an appropriate clause to this effect, as many of you do not. You will not, however, need to get it endorsed in future.

If you do not stipulate anything, we will take that to mean the tenant can have whatever pets they wish, due to Clause 53.

2. **No Smoking;**

The same new rules apply to this clause. There will be no need to have it endorsed in future, merely make sure you have it in your agreements, otherwise Clause 53 will apply.

3. **Maintenance of Premises;**

Again, we feel this is covered in the standard clauses in the schedule and thus does not require endorsement. Tenants are expected to change fuses and light bulbs, (unless you have exceptional circumstances that apply) and to keep premises clean and tidy and in a similar state to when they moved in. This applies to gardens as well. (Clauses 55 and 63). Again, there is no need to endorse similar clauses, as they merely regurgitate what is in the standard terms to all intents and purposes.

The one exception, we draw to your attention, is Carpets. Whilst again, we will not require endorsements, we will only accept carpets having to be professionally



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cleaned at the end of a tenancy, if the carpet was delivered in that condition at the beginning of the tenancy. i.e. If the previous tenant had to have the carpet professionally cleaned.

We will still require endorsements, where what is proposed restricts the tenant's rights in a substantial way. In particular, any significant intrusion into the tenant's right of possession.

**Examples could include:**

A clause restricting the tenancy to one person only in a unit. Such a clause does not seem to anticipate the fact, that the tenant may get married during the term, or have a baby.

Similarly, an owner may insist on a clause that enables him/her to attend the premises, for example, on a weekly basis to do something on the premises, or have other people visit the premises on a weekly basis for some reason. Clearly this effects the tenant's rights significantly, and we will require endorsements in those types of circumstances. Use of Rent Cards, are another area we will still require endorsements for as well, and we will look very closely at these before we endorse, as they are often problematic.

To conclude, we believe the above new system will save all of us a lot of time, especially agents and tenants. It will remain in force until there is legislative change or an Appeal ruling necessitates a change.

Yours faithfully



Bill Stefaniak – Appeals President  
Allan Anforth – Senior Member  
Jann Lennard – Member  
Jennifer David – Member

ACT Civil & Administrative Tribunal

29<sup>th</sup> April 2009