

SALE: photos and tenants goods

A landlord is able to show a property for sale at times that are agreed with the tenant or determined by the Consumer, Trader and Tenancy Tribunal. Landlords and agents are entitled to take photos of the premises as part of a sales campaign. But most tenant advocates agree that landlords or agents are not entitled to interfere with a tenant's possessions, to take photos or publish pictures of the tenant's possessions without the tenant's agreement.

In all matters like this, it is always best for all parties to reach an agreed outcome. However, tenants should know their legal rights.

If a tenant does not want their possessions used in photographs, the simplest way to make sure this does not happen is to cover your goods with a sheet or something similar when the photographs are being taken.

The landlord cannot rearrange tenant's furniture for the photos.

Likewise, when inspections happen, the best way for a tenant to ensure that their goods are safe is to be present, or have a friend present, when the inspections are taking place. A landlord or agent cannot stop you doing this.

The CTTT application form includes specific orders for tenants to claim against the landlord for damage or loss of goods caused by the landlord or landlord's agent while accessing the premises.

This should include loss or damage that occurs when inspections are taking place.

A tenant would need pretty good evidence if claiming compensation from a landlord for any breaches of this kind.

Any theft or damage should be notified to the police (in case of theft) and/or the landlord as soon as it is known and a tenant would need evidence (not easy to get) that the theft or damage happened during the inspection.

Evidence that a landlord or agent's photographer has interfered with a tenant's goods or taken photos of them against the tenants wishes may be easier to obtain – it may appear on the agency's website or publicity published as part of the sales campaign.