

Something needs fixing?



REPAIRS & MAINTENANCE

Information for Tenants

Most residential tenancies in Tasmania are covered by the Residential Tenancy Act 1997. The Act sets out the rights and responsibilities of landlord/agents and tenants for repairs and maintenance of rental properties.

What are a Landlord's Responsibilities?

A landlord or agent is required to maintain the rental premises in nearly the same condition as they existed at the beginning of the tenancy. This means that an landlord/agent may not be obliged to carry out repairs to any problems that existed before the tenancy commenced.

What are a Tenant's Responsibilities?

As a tenant you must keep the property clean. You must not allow or cause intentional damage to occur to the property. Upon vacation, you must leave the premises as close as possible, apart from wear and tear, to the condition as stated in the condition report, or if there is no condition report, the state of the property at the beginning of the tenancy.

There are three types of repairs:
Urgent Repairs
Emergency Repairs
General Repairs

What are Urgent Repairs?

Urgent repairs arise when an **essential service ceases to function**. An essential service includes; water, sewerage, electricity, cooking stove, hot water service and removal of grey water. Essential services do not include electrical fuses, light globes, tubes, tap washers or fuses.

A tenant must inform the landlord/agent of the need for the urgent repair as soon as practicable, and the landlord/agent must have the essential service restored as soon as practicable. If the landlord/agent is unable to be contacted, or fails to organise the repairs within 24 hours of being notified a tenant may authorise the repairs to be done by a nominated repairer, or if there is no nominated repairer, a suitable repairer. A **nominated** repairer is a repairer who is nominated by the landlord/agent to carry out any repairs. A **suitable** repairer is a person who holds a licence (if necessary) to carry out the relevant repairs and is ordinarily employed to do so. Repairs are only to be carried out to the extent that the essential service becomes functional again.

The **landlord/agent** is to pay the repair bill if the repairs are done by the **nominated** repairer, and the **tenant** is to settle the bill if the repairs are carried out by a **suitable** repairer.

If the repairs are carried out by a suitable repairer the tenant must provide the landlord/agent with:

- a statement from the repairer, of the apparent cause for repair,
- a copy of the account, and
- a copy of the receipt.

The landlord/agent is to reimburse the tenant within 14 days. If the landlord/agent disputes their obligation to reimburse the tenant, they may apply to the Magistrates Court for the matter to be determined. A landlord/agent may only dispute liability to reimburse on the grounds that:

- The landlord/agent was not notified of the need for repair,
- The damage arose as a result of the fault of the tenant, or
- [For urgent repairs], the tenant organised the repairs before 24 hours had elapsed since informing the landlord/agent of the need for the repair.

**Tenants'
Union of
Tasmania**

The information in this fact sheet is not legal advice. It is intended as a guide only. It applies only to legislation current in the state of Tasmania, Australia as at 01 January 2009. For information regarding a specific tenancy problem, please phone the Tenants' Union on (03) 6223 2641 or 1300 652 641. The Tenants' Union of Tasmania Inc accepts no responsibility for actions based on this information, nor for actions based on electronic translations of this.

What are Emergency Repairs?

Emergency repairs arise when **damage** occurs to the property. The tenant must inform the landlord/agent as soon as practicable. Like urgent repairs, if a landlord/agent fails to be contacted or arrange for the repairs, and the damage is likely to worsen and cause the property to deteriorate the tenant may authorise either a nominated or suitable repairer to carry out the repairs.

The repairs should only be to a level that repairs are to be carried out to the extent to prevent further damage or deterioration to the property. The procedure for the tenant seeking reimbursement of the cost of a suitable repairer is the same as for urgent repairs (above).

What are General Repairs?

General repairs are repairs that are required to fix **relatively minor damage**. That is, they are not as serious as urgent or emergency repairs. A tenant is required to inform their landlord/agent of the need for any repairs within 7 days of that need arising.

The landlord/agent is then required to carry out the repairs within 28 days (or in the case of boarding houses, 7 days). However, the landlord/agent is only required to repair problems that are not the fault of the tenant.

When requesting repairs and maintenance it is always best to do so in writing.

The Tenants' Union can provide tenants with a Request for Repairs form that they can send to their landlord/agent. If you want to do the repairs yourself, you must get the permission of the landlord/agent.

Can I stop Paying Rent if Repairs are Not Done?

You cannot stop paying rent because a landlord/agent will not carry out repairs. If you do, you may receive a 14 day Notice to Vacate (eviction notice), for breaching your agreement by not paying rent. If repairs are not done you should use the options set out below.

What Can I do if a Landlord/Agent will not do Repairs?

Option 1: As detailed above, in the case of urgent and emergency repairs a tenant may be able to authorise a repairer to fix the problem. With general repairs, it is a good idea to try and talk to with the landlord/agent and remind them that there is an issue that needs to be fixed.

Option 2: If repairs are still not done you can seek an order from the Magistrates Court that they be done, or you could end your agreement. Under the Act a tenant may apply to the Magistrates Court for an order that the landlord/agent carry out repairs that do not arise from the fault of the tenant. For information about, and assistance with filing a claim in the Magistrates Court you should contact the Tenants' Union.

Option 3: If a landlord/agent does not carry out general repairs within 28 days of being notified, you may serve a Notice to Terminate, to end your agreement. A Notice to Terminate must give at least 14 days notice and must also comply with certain formalities under the Act in order to be valid, so if you are considering serving a Notice to Terminate it may be a good idea to contact the Tenants' Union for assistance.

USEFUL CONTACTS

Tenants' Union of Tasmania Inc
166 Macquarie Street Hobart
☎6223 2641 or 1300 652 641
www.tutas.org.au

Residential Tenancy Commissioner
(Consumer Affairs & Fair Trading)
☎1300 654 499

Legal Aid Commission of Tasmania
☎1300 366 611

Private Rental Tenancy Support Service
☎1300 729 400

Anti Discrimination Commission
☎6224 4905 or 1300 305 062

Women's Legal Service
☎1800 682 468

Hobart Community Legal Service
☎6223 2500

Launceston Community Legal Service
☎1800 066 019

North West Community Legal Service
☎6424 8720