

Repairs

Landlords have a duty under the *Residential Tenancies Act 1997* to make sure that the properties they rent out are in reasonably clean condition at the start of a tenancy, and that they are kept in good repair. This also applies to common areas owned or managed by the landlord.

If your rental property needs repairs, you should follow the steps set out in the *Residential Tenancies Act 1997*. The Act provides two different repairs procedures; one for urgent repairs and one for non-urgent or general repairs.

Urgent repairs

The landlord must carry out urgent repairs immediately (ie within 2-3 days). At the start of your tenancy, the landlord or real estate agent must provide you with a telephone number you can reach them on in case of urgent repairs.

Urgent repairs are defined under the Act as:

- > a burst water service
- > a blocked or broken toilet
- > a serious roof leak
- > a gas leak
- > a dangerous electrical fault
- > flooding or serious flood damage
- > serious storm or fire damage
- > a failure or breakdown of any essential service or appliance provided for water, hot water, cooking, heating or doing laundry
- > a failure or breakdown in any appliance or fitting supplied by the landlord that will result in a large amount of water being wasted
- > a failure or breakdown of the gas, electricity or water supply
- > a serious fault in a lift or staircase
- > any fault or damage that makes the premises unsafe or not secure

If you need urgent repairs, you don't have to notify the landlord in writing but you must try to contact the landlord or agent before making your own arrangements for repairs to

be carried out. Keep a record of the steps you took to get the landlord or agent to carry out the repairs (eg a list of phone calls, times and dates).

If you can't reach the landlord or agent or they don't respond immediately, you can make your own arrangements to have the repairs done—up to the cost of \$1000. Send a Notice to Landlord, describing the repairs that were done and how much they cost, and attach a copy of the repair receipt or invoice. The landlord must repay you within 14 days of receiving the notice. However keep in mind that if you arrange for urgent repairs to be done and the cost is more than \$1000, the landlord is only liable for up to \$1000.

If you can't afford to pay for urgent repairs yourself, or if the repairs will cost more than \$1000, you can apply to the Victorian Civil and Administrative Tribunal for an order that the landlord has to carry out the repairs. The Tribunal must hear applications for urgent repairs within 2 business days. See the **Victorian Civil & Administrative Tribunal** fact sheet for more information or contact the Tenants Union.

At the Tribunal you can ask for an order that you pay your rent into the Rent Special Account, which is operated by the Tribunal. It allows you to keep paying rent so you don't fall behind but the landlord doesn't receive the money until the repairs are completed.

⚠ Do not withhold your rent from the landlord or use your rent money to carry out repairs. If you get 14 days behind in your rent, the landlord can serve you with a 14-day Notice to Vacate.

Non-urgent (general) repairs

If a repair doesn't fit into one of the categories defined as 'urgent', you should not arrange to have it done yourself unless the landlord has agreed in writing to pay for it.

List any general repairs that are needed on a Notice to Landlord form. This notice informs the landlord that all the items you have listed must be repaired within 14 days.

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Make sure that the form is addressed to the landlord and not to the real estate agent, although it can be sent to the landlord care of the agent's address. (If you are a public tenant, your landlord is the Director of Housing.) Give a copy to the landlord or agent in person, or send it by registered mail. Make sure you keep a copy.

➔ If you plan to seek compensation from the landlord, you should send a Breach of Duty Notice at the same time. See 'Compensation' below.

If the landlord hasn't carried out the repairs within 14 days of receiving the notice, or hasn't had the repairs done to a satisfactory standard, you should write to Consumer Affairs Victoria to request an inspection (see 'Sample letter to Consumer Affairs Victoria' or download a Request for Repairs Inspection or Rent Assessment form from www.consumer.vic.gov.au).

An inspector will contact you to arrange a time to inspect the property. After the inspection they may contact the landlord or agent and try negotiating for the repairs to be done. The inspector will also write a report describing the repairs that are needed and provide you with a copy.

Once you have a copy of the inspector's report, you can apply to the Tribunal for a hearing. You must apply within 60 days of receiving the report, but if you don't receive a copy within 90 days you can apply to the Tribunal without it. Attach a copy of your Notice to Landlord and the inspector's report to your Tribunal application. The Tribunal can order that the landlord carry out the repairs and allow you to pay your rent into the Rent Special Account until the repairs are done.

See the **Victorian Civil & Administrative Tribunal** fact sheet for more information or contact the Tenants Union.

Compensation

You may be entitled to compensation if you suffer inconvenience and/or loss or damage to your goods because the landlord failed to:

- > carry out urgent repairs immediately
- > carry out general repairs within 14 days
- > maintain the premises in good repair

See the **Claiming compensation** and **Breach of Duty** fact sheets for more information, or contact the Tenants Union for advice.

Damage by tenants

If repairs are needed because you or someone that you invited to your home caused damage, you may have to pay for the repairs and you may have to organise them yourself. The landlord or agent can serve you with a Breach of Duty or 'repair notice' requiring you to repair the damage within 14 days. If you don't, they can arrange for the repairs to be done and send you a further notice that states how much the repairs cost and that you have to pay.

If you still don't pay, the landlord can apply to the Tribunal for an order that you do so. It is up to the landlord to prove that you are responsible for the damage and you can go to the Tribunal hearing to present your side of the story. Until the landlord gets an order from the Tribunal that says you must pay, you are not liable to pay for repairs. If you receive a repair notice, contact the Tenants Union.

Sample letter to Consumer Affairs Victoria

(your name)
(your address)
(your telephone number)
(date)

The Director
Consumer Affairs Victoria
GPO Box 123A Melbourne 3001

Dear Sir or Madam,

Request for inspection of rented premises and report regarding repairs

Landlord: (name and address of your landlord)

Premises: (address of the rented property)

On (insert date) I notified my landlord that certain non-urgent repairs are needed. I enclose a copy of the notice that I sent to the landlord.

I request that you investigate the landlord's failure to carry out the repairs. I can be contacted on the telephone number provided above, on the following days and times:

(list of suitable days)
(list of suitable times)

Yours faithfully,
(your signature)

For more information phone the Tenants Union Advice Line on ☎ (03) 9416 2577.