

CONSUMER AFFAIRS - TENANCY

REPAIRS

It is the landlord's responsibility to maintain the property during the period of a tenancy so that it is in a reasonable state of repair allowing for wear and tear.

It is the tenant's responsibility to notify the landlord/agent that repairs are required as soon as the tenant is aware that the repairs are needed.

Notice may be given orally or in writing. However, if the landlord requests the notice in writing then the tenant is not taken to have given notice until it is given in writing. An example of a notice that a tenant may give a landlord is over the page.

Repairs are categorised and dealt with differently according to their category.

EMERGENCY REPAIRS

Some repairs are considered emergency repairs, these include work needed to repair:

- A water service that provides water to the premises that has burst;
- A blocked or broken lavatory system on the premises;
- A serious roof leak;
- A gas leak;
- A dangerous electrical fault;
- Flooding or serious flood damage;
- Serious storm, fire or impact damage;
- A failure or breakdown of the gas, electricity or water supply to the premises;
- A failure or breakdown of an essential service or appliance on premises for water or cooking;
- A fault or damage that makes premises unsafe or insecure;
- A fault or damage likely to injure a person, damage property or unduly inconvenience a resident of premises; or
- A serious fault in a staircase or lift or other area of premises that unduly inconveniences a resident in gaining access to or using the premises.

Within 5 business days of receiving notice from a tenant, a landlord must either:

- make the repairs to the property; or
- advise arrangements for repairs to be made to the tenant and these repairs must be finalised within 14 days of the tenant's notice being received.

If the Landlord has not made the repairs or made arrangements for the repairs to be made, the tenant may apply to the Commissioner of Tenancies for an order that the repairs be carried out.

REPAIRS TO MAKE PREMISES HABITABLE AND SAFE

If the premises are;

- uninhabitable; or
- the premises and ancillary property are unsafe; or
- if repairs are not made, there is a reasonable possibility of damage occurring to the premises; or
- the premises are likely to become unsafe, uninhabitable or insecure,

then within 7 business days of the tenant's written notice, the landlord should have the repairs made or advise the tenant of the arrangements for the repairs to be carried out. Where arrangements have been advised they must be carried out within 21 days of the date of the tenant's notice.

If the landlord doesn't attend to the repairs in the stipulated times, the tenant may be allowed to make the repairs themselves.

There are certain requirements that must be met before a tenant can claim the cost of repairs from a landlord:

- the tenant must have given the landlord written notice that the repairs are required and must have waited 7 business days for the landlord's response;
- the tenant may only request a landlord to pay for repairs up to an amount equivalent to 2 weeks rent;
- if the tenant was advised of a nominated repairer either by the tenancy agreement or a separate notice and the tenant has used the nominated repairer – see later section on Nominated Repairers; and
- the repairs are to make the premises habitable and safe.

If the above points have been satisfied, the tenant may ask the landlord to:

- pay them the cost of the repairs;
- pay the repairer directly; or
- deduct the cost of repairs from the rent payable by the tenant.

OTHER REPAIRS

For all other repairs, the tenant must give notice and the landlord is obligated to repair.

The landlord is in breach of the tenancy agreement if they don't repair and the tenant has given the landlord notice (in writing if the landlord requested it) of the repairs required.

If the landlord is in breach and the landlord and tenant can not reach an agreement regarding the repairs then the tenant may serve a Notice to Remedy Breach/Notice of Termination on the landlord.

NOMINATED REPAIRERS

A landlord may nominate a person (including themselves) to be a nominated repairer for a type of repairs. This nomination must be either in the tenancy agreement or by a separate written notice.

A tenant who is permitted to make repairs themselves must take all reasonable steps to engage a nominated repairer.

A tenant may engage a person other than the nominated repairer if the following steps are taken:

- the nominated repairer cannot be engaged to make the repairs within a reasonable time;
- the tenant has obtained quotes from two repairers who are appropriately qualified to make the repairs; and
- the tenant has chosen the repairer offering the lowest quotation unless the repairer offering the lowest quotation is not able to make the permitted repairs within a reasonable time.

WRITTEN NOTICE

The landlord may request that the tenant provide them with notice in writing of repairs required.

If the landlord accepts notice verbally from the tenant and the repairs are completed, the matter has ended.

However, if the tenant gives verbal notice and the repairs are not attended to, the tenant will have to give notice before they can enforce the terms of the tenancy agreement to get the repairs attended to.

When giving the landlord notice in writing, the tenant must remember to include the following information:

- landlord's name and address;
- address of property being rented where repairs are required;
- name of tenant;
- set out particulars of repairs or maintenance that are required; and
- signature of tenant and date of notice.

The notice could look something like this:

To:

(name of landlord)

the landlord under the residential tenancy agreement for the property situated at:

I/We

(name of tenant)

the tenant under the residential tenancy agreement hereby give you notice of repairs required:

(Set out particulars of repairs or maintenance required)

(Signature of Tenant)

____/____/____

(Date Notice Issued)

If the tenant is renting a property through an agent, the tenant must serve the notice on the agent rather than the landlord and refer to the agent and the agent's address in the notice not the landlord's.

For further information contact Consumer Affairs

Old Admiralty Towers, 68 The Esplanade, GPO Box 1722, Darwin NT 0801
Ph: 08 8999 1999 - Fax: 08 8935 7727

or

Level 1, Belvedere House, Parsons Street, PO Box 1745 Alice Springs NT 0871
Telephone: 08 8951 8606 Fax: 08 8951 5442

or phone 1800 019 319

Email: consumer@nt.gov.au

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