

Something needs fixing?



Repairs & Maintenance

Information for Tenants

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.

LANDLORD/AGENT REQUIREMENTS

A landlord/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 a landlord/agent may not be obliged to carry out repairs to any problems that existed before the tenancy commenced.

The landlord is required to do infrastructure maintenance which could include: cleaning gutters and major gardening items such as pruning. Visit the [Consumer Affairs website](#) for more information.

TENANT'S RESPONSIBILITIES

Tenants must keep the property clean and must not allow or cause intentional damage to occur to the property. They should inform the landlord/agent if the property needs maintenance or repair. When leaving, the premises must be as close as possible, to the condition as stated in the condition report, or the state of the property at the beginning of the tenancy, apart from wear and tear.

REPAIRS

*There are three levels of repairs:
Emergency, Urgent and General Repairs.*

1. EMERGENCY REPAIRS

Emergency repairs **arise when damage occurs to the property**. The tenant must inform the landlord/agent as soon as practicable.

If a landlord/agent cannot be contacted or fails to arrange repairs, and the damage is likely to worsen and cause the property to deteriorate, 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.

The repairs should only be carried out to the extent to prevent further damage or deterioration to the property. The landlord/agent is to pay the repair bill if the repairs are done by the nominated repairer. The tenant is to settle the bill if the repairs are carried out by a suitable repairer, then seek reimbursement from the landlord/agent by providing a:

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

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

- They were not notified
- The damage is the fault of the tenant

2. URGENT REPAIRS

Urgent repairs arise when an **essential service** ceases to function. An essential service includes; water, sewerage, electricity, cooking stove and oven, hot water service, removal of grey water, tap washers, any heating that came with the property and inaccessible light globes. Standard accessible light globes are the responsibility of the tenant.

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

**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 Tasmania as at 21 September 2015. 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.

to be done by a **nominated** repairer, or if there is no nominated repairer, a **suitable** repairer.

Repairs are only to be carried out to the extent that the essential service becomes functional again.

The procedure for a tenant seeking reimbursement for the cost of a suitable repairer is the same as for emergency repairs in previous section.

NOTE: The landlord/agent may dispute having to reimburse the cost of the repairs if the tenant failed to give 24 hours notice: i.e. had the repairs carried out *within* the 24 hour period.

3. GENERAL REPAIRS

General repairs are repairs required to fix **relatively minor damage** or maintain the property. A tenant is required to inform their landlord/agent of the need for repairs within 7 days of that need arising.

The landlord/agent is then required to carry out the repairs within 28 days (or 7 days in a boarding house). The landlord/agent is not required to repair problems that are the fault of the tenant or that existed before the beginning of the tenancy.

NOTE: Cooking stoves with at least half the elements working are deemed a general repair with 14 days for repair, rather than the 28 days for general repair.

If an item cannot be repaired, the item is to be replaced with an item that serves the same primary function and functions to a similar standard as the original item before it needed to be repaired.

When requesting repairs and maintenance it is always best to do so in writing. The Tenants' Union has a [Notice for Repairs](#) form which can be used. If a tenant wishes to undertake general repairs themselves, they must get the permission of the landlord/agent.

NOTE: A tenant is not required by the *Act* to notify (their landlord/agent) of damage they have caused to the property. Tenants *are* responsible for rectifying any damage they cause back to original condition. If a tenant causes damage, they could consider using their landlord/agent's nominated repairer as this may assist them if there is a dispute about the quality of a repair.

MINIMUM STANDARDS

During a tenancy an owner may be responsible for remedying what is known as 'reasonable wear and tear'. Example: Carpets may cease to be in good repair after 10+ years and an owner should take steps to replace them.

This requirement will be phased in: For tenancies entered into from 1 August, 2015, landlords have until August 1, 2016 to comply. For tenancies entered into before 31 July, 2015, landlords have until August 2018 to comply.

CAN RENT BE WITHHELD IF REPAIRS ARE NOT DONE?

Tenants should not stop paying rent because a landlord/agent will not do repairs. If they do, they may receive a Notice to Vacate (eviction notice), for breaching their agreement. If repairs are not done they have the following options:

When a Landlord will not do Repairs

Option 1: 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 talk to the landlord/agent and remind them that there is an issue that needs to be fixed.

Option 2: Under the *Act* a tenant may apply to the Residential Tenancy Commissioner for an order to carry out repairs that do not arise from the fault of the tenant. A [generic form to file a complaint](#) can be found on the Consumer Affairs and Fair Trading website.

Option 3: If a landlord/agent does not carry out general repairs within the required time frames, a tenant may serve a Notice to Terminate to end their lease. A Notice to Terminate must comply with certain formalities in order to be valid.

A tenant considering serving a Notice to Terminate should read our [Fact Sheet](#) on Leaving Leases Early or contact the Tenants' Union for advice.

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

Housing Connect
☎1800 800 588

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 Centre
☎1800 066 019

North West Community Legal Centre
☎6424 8720