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## Topic 6 – Property repairs and maintenance

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What do you need to know about repairs and maintenance on the property you are renting?

Firstly, tenants must take care of the property by keeping it clean and not damaging anything.

Tenants are responsible for basic household maintenance such as:

- replacing light bulbs
- replacing batteries in smoke alarms
- mowing the lawn.

Tenants must report to the agent or landlord any damage to the property that needs to be repaired.

Landlords must maintain the property in an acceptable state of repair based on the age of the property and how much rent the tenant pays.

There are two types of repairs – urgent and non-urgent repairs.

### **Urgent repairs**

Urgent repairs must be fixed quickly.

For example a:

- broken stove or oven
- broken hot water system
- burst water pipe
- blocked toilet
- gas leak or electrical fault

You must notify the agent or landlord of urgent repairs straight away. It is their responsibility to have the problem fixed.

If you cannot contact the landlord or agent or if they don't fix the problem in a reasonable time, you can arrange for a qualified tradesperson to fix the problem and pay for it yourself.

You can get your money back from the landlord within 14 days:

- if the job is less than \$1,000
- you did not cause the damage
- you gave the landlord or agent a reasonable opportunity to fix the problem
- you have a receipt and written report of the problem from a qualified tradesperson.

If you can't afford to pay the repairs yourself, you can apply to the NSW Civil and Administrative Tribunal (NCAT) for an order for the landlord to fix the problem.

### **How about non-urgent repairs?**

Non-urgent repairs are damages that do not need fixing right away. For example, a broken cupboard or a cracked glass window.

Write a letter to the agent or landlord explaining what needs fixing and when you would like it done.

Remember, non-urgent repairs might not be fixed as quickly as urgent repairs. Send a reminder to the agent or landlord if you need to.

Do not arrange or pay to have non-urgent repairs done yourself, unless the agent or landlord agrees in writing to pay for it.

To avoid disagreements, write down any problems you report to the agent or landlord and keep a copy.

You must keep paying your rent even if the agent or landlord fails to do repairs. If you stop paying rent, you are breaking your lease. You could be asked to leave the property by your landlord.

You can apply to the NSW Civil and Administrative Tribunal (NCAT) if the landlord fails to do the repairs.

The Tribunal can make an order to have the problem fixed.

An order is a legal document.

### **What about property alterations?**

You must always get your landlord's written permission before making any changes to the property.

The landlord should agree to minor changes – unless they have a good reason not to.

Minor changes include:

- putting a picture hook on the wall
- installing child safety locks on windows or
- installing a grab rail in the bathroom.

The landlord does not have to agree if you ask to make major changes to the property. For example, painting the inside or outside of the property.

If you make changes without written approval you might have to pay compensation or risk being evicted.

For more information on tenants rights and responsibilities visit the Fair Trading website on [www.fairtrading.nsw.gov.au](http://www.fairtrading.nsw.gov.au) or phone 13 32 20

If you need language assistance ring 13 14 50.