

## Tenancy: Maintenance and Repairs

### **COVID-19 MEASURES CEASED**

The *Residential Tenancies (COVID-19 Emergency Response) Declaration 2021 (No 3)* commenced on 2 September 2021 and significantly changed the responsibilities of tenants and landlords.

The post-moratorium transitional period was in effect between 26 November 2021 and 11 May 2022.

This transitional period and its measures expired on 11 May 2022. Changes under the COVID-19 Emergency Response have now ended, and the *Residential Tenancies Act 1997* is operating as normal.

### **Maintaining the property**

During a tenancy, the tenant is required to look after the property and keep it reasonably clean. A tenant must also take reasonable care of the property and not negligently or wilfully cause damage. This includes being careful not to drop heavy objects on tiled floors, spilling coffee onto carpets and protecting polished floors. At the end of the tenancy, the property must be returned in substantially the same condition and state of cleanliness as at the beginning of their tenancy.

If repairs are required during the tenancy, the tenant is obliged to notify the landlord of the need for repairs.

### **Non-urgent repairs**

During the tenancy the landlord is required to maintain the property in a reasonable state of repair. This means the landlord must undertake repairs which are necessary to maintain the property in the state it was at the commencement of the tenancy.

This obligation applies to any amenities provided with the property as part of the tenancy, such as

washing machines, dryers and air conditioners. A landlord cannot refuse to repair these items on the basis that they were not required to provide them in the first place.

Once the tenant has notified the landlord of the need for non-urgent repairs, the landlord must carry out the repairs within 4 weeks at a time agreed with the tenant.

### **Urgent Repairs**

Urgent repairs must be carried out as soon as necessary having regard to the nature of the problem.

The following are considered urgent repairs:

- (a) a breakdown or failure of any service on the premises essential for air conditioning or cooling;
- (b) a burst water service;
- (c) a blocked or broken lavatory system;
- (d) a serious roof leak;
- (e) a gas leak;
- (f) a dangerous electrical fault;
- (g) flooding or serious flood damage;
- (h) serious storm or fire damage;
- (i) a failure of gas, electricity or water supply to the premises;
- (j) the failure of a refrigerator supplied with the premises;
- (k) a failure or breakdown of any service on the premises essential for hot water, cooking, heating, cooling or laundering;
- (l) a fault or damage that causes the residential premises to be unsafe or insecure;
- (m) a fault or damage likely to cause injury to person or property; and
- (n) a serious fault in any door, staircase, lift or other common area that inhibits or unduly inconveniences the tenant in gaining access to and use of the premises.

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### Failure to make repairs

Failure to repair may entitle a tenant to compensation if it impacts the tenant's use and enjoyment of the premises. Additionally, a failure to repair, a withdrawal of any service or appliance in the premises or interference with the tenant's use of the premises may be grounds for an application to the ACAT seeking orders that the repair be carried out and the rent be reduced.

If you have any questions arising out of the information provided in this fact sheet, contact the **Tenancy Advice Service** at:

1300 402 512 or [TAS@legalaidact.org.au](mailto:TAS@legalaidact.org.au)

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