

Repairs and maintenance

As a tenant you have rights under the *Residential Tenancies Act 2010* and *Residential Tenancies Regulation 2019*. This factsheet summarises the law in NSW about repairs and maintenance for your rental home – including the responsibilities of landlord and tenant, how to get repairs done, and when repairs are seen as ‘urgent’ or ‘non-urgent.’

What am I responsible for as a tenant?

Under the terms of the standard residential tenancy agreement (your lease), you agree to:

- keep the property (or ‘premises’) **‘reasonably’ clean**
- **tell the landlord** of any damage/disrepair as soon as possible
- leave the property as near as possible to the **condition it was in at the start** of the tenancy – except for ‘fair wear and tear’
- **not damage** or permit damage to the property deliberately or negligently – you are responsible for damage by any person or pet you have allowed into the property
- **not do any renovations or alterations**, or add or remove any fixtures, without the landlord’s written consent, unless permitted under the tenancy agreement (see below ‘Non-urgent repairs: Doing non-urgent repairs yourself’)

If you do not meet these obligations, the landlord may apply to the NSW Civil and Administrative Tribunal (NCAT) for order/s that you comply with your tenancy agreement, or to end your tenancy, or for compensation.

The landlord is not required to fix any **damage that you cause**. However, if they later want to claim compensation from you for that damage they must try to limit the cost of any repair or replacement. Contact your [local Tenants Advice and Advocacy Service](#) for advice.

For more information on **pets**, see our [guide to renting with pets in NSW](#).

What is the landlord responsible for?

If the landlord fails to meet their obligations, they are breaching the tenancy agreement. The landlord is responsible for:

- providing the property in a **‘reasonably’ clean state and fit for habitation**
- providing and maintaining the property in **‘reasonable’ repair**, even if they told you about any disrepair before you moved in
- making any repairs referred to in the **original condition report**

‘Reasonable’ repair depends on the age of the property, the amount of rent you pay and the potential life of the property.

Issues that existed at the property **before the start of your tenancy** are the landlord’s responsibility. This is one of the reasons why it’s a good idea to inspect the property, take photos, and complete the condition report carefully – see [Factsheet 02: Starting a tenancy](#) and [Sample letter: Repairs before tenancy](#).

Sometimes a dispute arises over who is responsible for issues such as **mould**, or **pests** like cockroaches. A tenant is responsible for keeping the property reasonably clean. However if pests or mould were already present when the tenant moved in, or they are caused by structural problems in the property, then they are more likely to be the landlord’s responsibility. See [Factsheet 24: Mould](#) and [Blog: Roaches in your rental – to leave or not to leave](#).

If there is damage that is **neither the fault of the landlord nor the tenant** – such as the result of a storm, fire, flood, or other cause (e.g. a car crashes into the premises), see [Factsheet 22: Disaster damage](#).

Minimum habitability standards

There are 7 minimum habitability standards in the Residential Tenancies Act. They are for:

- structurally soundness
- adequate lighting
- adequate ventilation
- adequate utilities – adequately supplied with water and electricity or gas, and has enough electricity or gas sockets for lighting, heating, and other appliances. See also [Factsheet 07: Utilities](#).
- adequate plumbing and drainage
- adequate water (including hot) for drinking, washing and cleaning
- bathroom facilities, including toilet, and washing facilities with privacy

These standards help clarify the landlord’s obligation to provide premises ‘fit for habitation.’ If the property does not meet one or more of the minimum habitability standards, you can seek repairs from the landlord and/or an order for rent reduction from the NSW Civil and Administrative Tribunal (NCAT) – see below.

Urgent repairs

Repairs often feel urgent, however 'urgent repairs' has a **very specific definition** in tenancy law. Under the law, urgent repairs means work needed to repair any of the following:

- failure or breakdown of the gas, electricity or water supply
- failure or breakdown of any essential service for hot water, cooking, heating, cooling or laundering
- fault or damage that makes the premises unsafe or insecure
- serious damage from a natural disaster

Examples of damage needing urgent repair include:

- a burst water pipe
- a gas leak
- a broken stove, oven, heater, air conditioner, or smoke alarm
- an appliance or fixture (such as a tap) that is not working or broken and is causing a substantial waste of water
- a blocked or broken toilet
- a serious roof leak
- a dangerous electrical fault
- serious damage by flood, storm, or fire

The landlord/agent should attend to urgent repairs as soon as possible.

Getting urgent repairs done

Immediately tell the landlord/agent, in writing if possible, about what needs fixing. Follow up any conversations with a letter or email. Keep a copy of the letter and a record of any conversations as evidence that you told the landlord/agent. See [Sample letter: Urgent repairs](#).

If there is no electricity or water it may be up to the service provider to fix the problem (if it is outside the boundary of the premises). Normally the first step is to contact the provider and report the problem. See [Factsheet 07: Utilities](#).

If the landlord/agent cannot be contacted or is unwilling to do the urgent repairs, or if they are taking too long to do them, **you can arrange for the repairs to be done**. Do not pay any more than \$1,000 or you may not get your money back – the landlord is only required to pay you for any reasonable costs up to \$1,000. They are obliged to pay within 14 days of your notice. **You may not be repaid if the repairs are not defined as urgent in the Residential Tenancies Act**, or if you do not follow the **correct process**. You must be able to show that:

- the problem was not your fault,
- you made a 'reasonable' attempt to contact the landlord/agent,
- you gave them a 'reasonable' chance to do the repairs, and
- the repairs were carried out by a repair person named in your tenancy agreement (if possible) or by a licensed or qualified tradesperson.

You must give the landlord/agent **written notice about the repairs, costs, and copies of receipts**.

See [Sample letter: Reimbursement for urgent repairs](#).

If the landlord does not pay, apply to the NSW Civil and Administrative Tribunal (NCAT) within 3 months for an order that they do.

If you cannot afford to pay for urgent repairs, apply to the Tribunal for an urgent hearing for the repairs to be done. You can also apply for a rent reduction until the repairs are done. See below: 'If the landlord does not do repairs: Applying to the Tribunal.'

For urgent repairs, the landlord, agent, or tradespeople may need immediate access to the premises without your consent – see [Factsheet 08: Privacy and access](#).

See also [Factsheet 22: Disaster damage](#), [Factsheet 07: Utilities](#), [Factsheet 23: Locks and security](#), [Factsheet 26: Asbestos and lead](#), and [Factsheet 20: Smoke alarms](#).

Non-urgent repairs

Getting 'non-urgent' repairs done

Tell the landlord/agent in writing what work needs to be done and by when – give a clear deadline. See [Sample letter: Repairs](#). Keep a copy of the letter and a record of any conversations as evidence that you told the landlord/agent. If you deal with an agent, you can also:

- contact the agency licence holder (the principal/manager)
- contact your landlord directly

See also [Factsheet 24: Mould](#), [Factsheet 07: Utilities](#), [Factsheet 23: Locks and security](#), [Factsheet 26: Asbestos and lead](#), [Factsheet 22: Disaster damage](#), [Factsheet 20: Smoke alarms](#), and [Factsheet 08: Privacy and access](#).

Doing non-urgent repairs yourself

You must have the landlord's **prior consent** before undertaking non-urgent repairs or maintenance. Ask the landlord to pay you for any costs or **negotiate** with them. Get their consent and agreement to pay **in writing**.

Under the Residential Tenancies Act, a tenant requires the consent of the landlord to make any **alterations** to the premises. However, the landlord must not unreasonably withhold consent to a fixture, alteration, addition, or renovation that is of a 'minor nature.' This might include installing child safety gates, window safety devices, hand-held shower heads or lever-style taps for assisting elderly or disabled people, or equipment for a phone line or internet service. The tenant must bear the cost of the alteration, unless the landlord agrees otherwise.

See also [Resource: Property modifications for older tenants](#).

If the landlord does not do repairs I have requested

If the landlord or agent fails to do repairs you have requested, it is a good idea to try **negotiating**. You can also try making a complaint using the real estate agent's complaints process. If that does not work, you can lodge an application with the **NSW Civil and Administrative Tribunal (NCAT)**, or with the **NSW Fair Trading complaints service** (see below).

Keep paying your rent. A 'rent strike' is a breach of your tenancy agreement. Even if your landlord is breaching their obligation to repair the property, they can still take steps to end your tenancy if the rent is overdue.

Evidence is very important: take photos and gather any relevant documents, such as the condition report, your tenancy agreement, correspondence with the landlord/agent, receipts etc.

You might be able to reach an agreement with the landlord about a **rent reduction**, or **moving out temporarily** while repairs are done. Make sure you get any agreement in writing, and include relevant details such as the amount of rent, how long you will be away, and who will be responsible for your stored belongings. See also **Sample letter: Rent reduction**.

Applying to the Tribunal regarding non-urgent repairs

You can apply to the Tribunal for one or more of the following orders:

1. that the landlord do the repairs you have specified
2. that the landlord compensate you for losses you suffered because they did not do the repairs
3. that all or part of the rent is paid to the Tribunal until the repairs are done
4. that the rent is reduced for the period that the premises are/were in disrepair

For (1), (2) and (3) you must apply within 3 months of the landlord failing to meet your deadline for repairs. For (4) you must apply before the end of the tenancy.

See **Factsheet 11: NSW Civil and Administrative Tribunal** and contact your **local Tenants' Advice and Advocacy Service** for help to make an application.

Applying to the Tribunal regarding urgent repairs

It is possible to ask the Tribunal to make a decision about the repairs urgently. The Tribunal defines urgent issues as 'immediate risk of harm to person or property' (among others). The Tribunal will decide whether to grant an urgent hearing, so this request should only be used for truly urgent matters.

The Tribunal website provides details on how to make a paper application for an urgent hearing but there is no box to tick in the online application form for an urgent hearing.

Having said this, you can make a Tribunal application online and when you have a matter number, write an email to the Tribunal asking for a closer date. Put the matter number and 'request for urgent hearing' in the subject line and provide brief reasons in the body of the email and attach supporting documents. It is a good idea to call the Tribunal registry and confirm that they have received your request.

Tribunal orders for repairs

For the Tribunal to make orders for repairs, you must be able to show that:

- the property is not in reasonable repair (photos are useful),
- you told the landlord/agent about the need for the repairs (e.g. you wrote them an email) or they should have reasonably known about it (e.g. they inspected the property), and
- the landlord/agent has not made a reasonable effort to have the repairs done.

Rent reduction

You can ask the Tribunal to make an order that the rent is, or was, **excessive** due to a reduction or withdrawal by the landlord of any goods, services or facilities provided with the premises.

For example: The landlord fails to repair a broken-down hot-water system. Apply for an order that the rent was excessive for the time you were without hot water.

If the Tribunal finds the rent is excessive, it can order:

- the amount that the rent must not exceed
- the day from which this maximum rent applies – for a period of up to of 12 months (the Tribunal can back-date a rent reduction to when the issue emerged)

It is important to note that you must make an application for rent reduction **before the tenancy comes to an end**.

See **Factsheet 04: Rent increases** for how to prepare an excessive-rent case, and our **Rent Increase Negotiation Kit**.

If property becomes fully or partially uninhabitable but it is not the landlord or the tenant's fault, you may apply to the Tribunal for rent **abatement**. See **Factsheet 22: Disaster damage**.

Tribunal orders for compensation

You can apply for an order that the landlord **compensate you for economic loss**. For example:

- You had to spend money on take-away food because the kitchen was damaged and the landlord failed to fix it.
- Your belongings were destroyed or damaged because the landlord failed to fix a leaking roof.

You can also apply for an order that the landlord compensate you for your **'loss of enjoyment'** of the premises. The landlord is not to interfere with your peace, comfort and privacy. If the landlord fails to carry out a repair, you are not able to enjoy your property. If that is the case, there could be a claim for

compensation because you are not getting the enjoyment you are entitled to. This kind of compensation is called 'non-economic loss.' It's a good idea to discuss this sort of case with your [local Tenants Advice and Advocacy Service](#).

You must be able to show that your loss was caused by the landlord's failure to do the repairs.

The Tribunal may not order compensation for loss you could have **avoided** (e.g. limiting water damage to your furniture by moving it from under a leak).

The Tribunal can order up to \$15,000 compensation.

Rent paid to Tribunal

You can ask the Tribunal for all or part of your rent to be paid to the Tribunal until the repairs are done. The Tribunal will usually only consider this order when the landlord has not complied with a previous Tribunal repairs order. You can include it in your application, in case you have to return to the Tribunal later.

Rectification Orders by NSW Fair Trading

NSW Fair Trading provides a **free complaint service** for tenants, residents, landlords and agents to help with disputes. If the dispute cannot be resolved through the complaints service and habitability is affected, NSW Fair Trading can **investigate further and may decide to issue a rectification order**. A rectification order will list the reasons for making the order, including relevant investigation results, and set a date for the work to be completed.

This process is intended to assist in resolution of disputes about repairs in relation to habitability. It is intended to be an alternative to a Tribunal application, but does not stop you from making a Tribunal application.

If you have already made a written request for repairs, and the landlord has failed to do them, you can seek a NSW Fair Trading rectification order. **Start by lodging a complaint** through the [NSW Fair Trading complaints service](#). It is also a good idea to seek advice from your [local Tenants Advice and Advocacy Service](#).

More info

- Factsheets: [Utilities – Water, energy, internet, Locks and security](#), 08: Privacy and access, 11: NSW Civil and Administrative Tribunal, 20: Smoke alarms, 22: Disaster damage, 24: Mould, 26: Asbestos and lead.
- Tips: [Negotiating with the landlord](#), [Renting after a disaster](#)
- [New Renters Kit](#)
- Podcasts: [Cracks Emerge](#), [Negotiation for renters](#).
- [Rent Increase Negotiation Kit](#)
- Easy Read fact sheet: [Your rights about repairs, access, and privacy](#)
- Resource: [Property modifications for older tenants](#)
- Blog: [Roaches in your rental – to leave or not to leave](#)
- Sample letters: [Repairs before tenancy](#), [Repairs](#), [Urgent repairs](#), [Reimbursement for urgent repairs](#), [Repairs to be carried out by owners corp](#), [Rent reduction](#)
- NSW government: [Getting repairs done on a rental property](#), [Pests or vermin in a rental property](#)

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For free advice, call your local Tenants Advice & Advocacy Service:

SYDNEY:

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| • Eastern | 9386 9147 |
| • Inner | 9698 5975 |
| • Inner West | 9559 2899 |
| • Northern | 9559 2899 |
| • Southern | 9787 4679 |
| • South West | 4628 1678 |
| • Western | 8833 0933 |

REGIONAL:

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| • Blue Mountains | 4704 0201 |
| • Central Coast | 4353 5515 |
| • Hunter | 4969 7666 |
| • Illawarra Sth Coast | 4274 3475 |
| • Mid Coast | 6583 9866 |
| • Northern Rivers | 6621 1022 |
| • Northwest NSW | 1800 836 268 |
| • Southwest NSW | 1300 483 786 |

ABORIGINAL:

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| • Sydney | 9833 3314 |
| • West NSW | 6881 5700 |
| • South NSW | 1800 672 185 |
| • North NSW | 1800 248 913 |

WEB: tenants.org.au

NSW FAIR TRADING: 13 32 20

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