



Freecall: 1800 812 953

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Web Site: www.dcls.org.au

Email: info@dcls.org.au

Postal Address: GPO Box 3180, Darwin NT

Location: 8 Manton Street, Darwin, NT

REPAIRS AND MAINTENANCE

The Residential Tenancies Act 1999 (NT) sets out the law about repairs and maintenance for rented premises.

The start of the tenancy

It is a term of every tenancy agreement that at the start of the tenancy the landlord must ensure the rented premises:

- are in a reasonable state of repair;
- are habitable;
- meet all health and safety requirements; and
- are reasonably clean.

If the landlord fails to ensure this, they are in breach of the tenancy agreement, and you may choose to issue a notice to remedy breach. See the DCLS 'Termination of tenancy by tenant' factsheet for more information.

You should note any repairs or cleaning issues on the ingoing condition report if you are provided with one. See the DCLS 'Condition Reports' factsheet for more information. In this factsheet, a reference to a landlord generally includes a real estate agent or another person acting on the instructions of the landlord.

Landlord responsibilities

It is a term of every tenancy agreement that the landlord must maintain the premises in a reasonable state of repair. What is a reasonable state of repair depends on the age, character and prospective life of the premises. The landlord is not required to repair any damage caused by a tenant or a visitor of the tenant.

Tenant responsibilities

Throughout the tenancy, you must:

- keep the premises reasonably clean;

- not damage the premises;
- tell the landlord about any damage to the premises; and
- get written permission from the landlord before making changes or additions to the property.

Emergency repairs

Certain repairs will be considered to be emergency repairs. Emergency repairs include:

- a burst water service
- a blocked or broken toilet
- a serious roof leak
- a gas leak
- a dangerous electrical fault
- flooding or 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 the premises for water or cooking.

If a repair is an emergency repair, you should make a written request to the landlord asking for it to be undertaken. The landlord must, within 5 business days, make arrangements for the repairs to be carried out and notify you of these arrangements. The repairs must be carried out within 14 days of you notifying the landlord.

If this does not happen, you can make an application to the Northern Territory Civil and Administrative Tribunal* ('NTCAT') to get the repairs undertaken.





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See the DCLS 'Tenancy disputes in the Northern Territory Civil and Administrative Tribunal' factsheet.

Non-emergency repairs

In certain situations, you can arrange for the tradesperson nominated by the landlord in the tenancy agreement to undertake repairs.

You can do this where the premises are, or are likely to become uninhabitable and unsafe, or where there is a reasonable possibility that the repair issue will cause damage to the premises or to your property, or cause the premises to become insecure; and

- the repairs were not caused by a tenant or a visitor damaging the premises;
- you have give the landlord a notice in writing stating that that repairs are needed; and
- the landlord has not arranged repairs within 7 business days of receiving the notice, and they have not been carried out within 21 days of receiving the notice.

You can request that the landlord either pay you for the repairs, deduct the amount from your rent payable, or pay the tradesperson directly. You must provide proof of repair costs, and can only seek payment of an amount up to two weeks rent. If the landlord does not cover the cost of repairs, you can make an application to the NTCAT.

Other repairs

If the repairs are not emergency repairs or repairs that you are not able to request a tradesperson to undertake, you should make a written request to the landlord asking they repair the premises by a certain date. If they fail to do this, you can issue a notice to remedy breach.

You can give your landlord a notice of termination if the repair issues makes the premises unsafe or uninhabitable and you want to end the tenancy. See the DCLS 'Termination of tenancy by tenant' factsheet. Even if your landlord fails to make repairs, you should continue paying rent.

Rent reduction

You may be able to ask for your rent to be reduced if the landlord does not maintain the premises in a reasonable state of repair. See the DCLS 'Rent increases and rent reductions' factsheet for further information.

Compensation

You can apply to the NTCAT for compensation if you suffered loss or damage because the landlord did not repair the premises after you have given them notice orally, or in writing if requested. When deciding whether to make the landlord compensate you, the NTCAT considers many things including whether you took steps to reduce the loss or damage.

At the end of the tenancy

At the end of the tenancy, you must ensure the premises are in a reasonable state of repair and reasonably clean, except for fair wear and tear. This does not apply where a repair is the responsibility of the landlord, they had notice of the repair issue, and they failed to do the repair. See the DCLS 'Security deposits' factsheet.

Contact Darwin Community Legal Service for further information.

*If you make an application to the NTCAT prior to approximately June 2015, you will need to use a Commissioner of Tenancies application form. Prior to making an application, contact the NTCAT for up to date information.