

Request for repairs – section 68

Do not use this form for urgent repairs

To:
(insert name of landlord/agent)

Address of landlord/agent:
.....
(Insert the landlord/agent address where you will send this notice)

Address of rented premises:
.....

I give you notice of repairs required at the address above.

The repairs required are as follows:
.....
.....
(Include enough details so that the landlord will know exactly what repairs are required, if insufficient space, attach a separate sheet)

Please contact me by/...../..... to advise when the repairs will be carried out.
(insert date)

If you fail to contact me, or the repairs are not carried out:

(Tick option A or B)

A. ☐ I will be applying to the South Australian Civil and Administrative Tribunal (SACAT) for:

- ☐ Termination of the tenancy
☐ Compensation
☐ An order that the repairs be carried out.

(Tick one or more boxes)

or

B. ☐ I will arrange for the repairs to be carried out by a licensed tradesperson, provide a report on the work carried out and apply to SACAT to recover the cost of the repairs.

Signature of tenant:

Date:/...../.....

Full name of tenant:

Phone:

NOTE: This form must be sent to your landlord/agent.

Landlord's obligation to repair

68. (1) It is a term of a residential tenancy agreement that the landlord—

- (a) will ensure that the premises, and ancillary property, are in a reasonable state of repair at the beginning of the tenancy and will keep them in a reasonable state of repair having regard to their age, character and prospective life; and
 - (b) will comply with statutory requirements affecting the premises.
- (1a) The obligation to repair applies even though the tenant had notice of the state of disrepair before entering into occupation

(2) However—

- (a) the landlord will not be regarded as being in breach of the obligation to repair unless—
 - (i) the landlord has notice of the defect requiring repair; and
 - (ii) the landlord fails to act with reasonable diligence to have the defect repaired; and
- (b) if the landlord is a registered community housing organisation, the regulations may limit the extent of the obligation imposed by subsection (1); and
- (c) if the premises are subject to a housing improvement notice fixing the maximum rent for the premises, the landlord's obligation under subsection (1) to repair the premises does not apply.

(3) If—

- (a) premises or ancillary property are in a state of disrepair that does not arise from a contravention of the residential tenancy agreement by the tenant; and
 - (b) the state of disrepair is, unless remedied, likely to result in personal injury or damage to property or undue inconvenience; and
 - (c) the landlord—
 - (i) has been notified of the state of disrepair by the tenant but has failed to take reasonable action to remedy the state of disrepair; or
 - (ii) has not been notified of the state of disrepair despite the tenant's reasonable attempts to do so,then the tenant is entitled—
 - (d) to reasonable compensation from the landlord in respect of any damage to property resulting from the state of disrepair after the tenant has notified, or made a reasonable attempt to notify, the landlord of the state of disrepair (however, the tenant must take reasonable steps to mitigate any loss and is not entitled to compensation for damage that could have been avoided by those steps); and
 - (e) to recover from the landlord reasonable costs incurred by the tenant in having the state of disrepair remedied, but only if the repairs are carried out by a person who is licensed to carry out the necessary work and the person provides the landlord with a report on the work carried out and the apparent cause of the state of disrepair.
- (4) However, the tenant is not entitled to recover the cost of repairing the premises or compensation under this section if the premises are subject to a housing improvement notice fixing the maximum rent payable for premises.
- (5) SACAT may, on application by the tenant, order the landlord to pay to the tenant compensation to which the tenant is entitled under this section.

*For further information contact Consumer and Business Services on 131 882,
or visit www.sa.gov.au/tenancy/renters*