

Tenancy Repairs After a Disaster

Damage to the Premises

- The landlord must ensure the property is fit for habitation, including adequate ventilation, drainage, structural soundness and reasonable repair.
- Notify your landlord/agent of any damage as soon as possible.
- Keep copies of letters, emails and records of all conversations.
- Damage to the premises is the landlord's responsibility to repair.
- You must keep the premises reasonably clean and **ventilated**.
- Remove any water damaged fabrics and furniture to prevent further damage, take a photo and a sample patch of all material **before removal**.

Urgent repairs

- The landlord/agent should arrange urgent repairs as soon as possible, including make-safe measures, such as tarpaulins.
- For urgent repairs, the landlord or tradesperson may access the premises immediately without your consent.
- If the landlord cannot be contacted, refuses, or delays **urgent** repairs, you may arrange them yourself using a qualified tradesperson, provided it does not cost you more than \$1,000 (this is the maximum amount you can be reimbursed). You must notify the landlord/agent first and allow reasonable time for them to act.

- Get advice before undertaking repairs yourself.

Urgent repairs are

- A burst water service.
- An appliance, fitting or fixture that uses water or is used to supply water that is broken or not functioning properly, so that a substantial amount of water is being wasted.
- A blocked or broken lavatory system.
- A serious roof leak.
- A gas leak.
- A dangerous electrical fault.
- Flooding or serious flood damage.
- Serious storm or fire damage.
- A failure or breakdown of the gas, electricity or water supply to the residential premise.
- A failure or breakdown of any essential service on the residential premises for hot water, cooking, heating, cooling or laundering, and
- Any fault or damage that causes the residential premises to be unsafe or insecure.

Take photos of all damage before acting.

If you have urgent repairs done

- Give your landlord/agent notice and reasonable time to fix the problem first.
- Provide a written request for reimbursement to your landlord/agent, with invoices/receipts, as soon as possible.

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- If the landlord/agent does not repay the funds (up to \$1,000) within 14 days of your request, you can apply to an NCAT for an order that they pay you.

If the repairs are not urgent, they do not have to reimburse you.

Damaged personal belongings:

Your belongings are your responsibility to insure or take care of, not your landlords.

Moving Out Temporarily

If you have to move out while repairs are being completed, you should reach agreement with your landlord/agent in writing about:

- How long you will need to be away.
- Who is responsible for goods at the premises and how they will be stored.
- Whether the rent is to be reduced, and by how much while you are away.

Utilities

- If electricity, gas or water is unavailable due to damage outside the rental property, the service provider may be responsible for repairs.

Non-urgent repairs

- Write to the landlord/agent outlining what repairs are needed and provide a clear deadline for completion.
- Keep copies of letters and records of conversations.

- You are entitled to 2 days' notice before a tradesperson may access the property for non-urgent repairs, consider waiving this if appropriate.

Mould

- You are only responsible for mould if you caused it through lack of cleanliness or ventilation.
- Mould resulting from a flood or storm should be treated as a repair issue.
- You must take steps to limit loss, such as removing items from damp areas and ventilating the property.

Northern Rivers Tenants Advice and Advocacy Service:

For more information or advice call:

(02) 6621 1022 or 1800 649 135