



Residential Tenancies Fact Sheet 5

REPAIRS AND MAINTENANCE OF RENTED PREMISES

WHO IS RESPONSIBLE FOR REPAIRS AND MAINTENANCE OF RENTED PREMISES?

Under the *Residential Tenancies Act 1995*, landlords and tenants share the responsibility for maintaining the condition of the rented premises.

Landlords have an obligation to ensure that the premises and ancillary property are in a reasonable state of repair at the beginning of the tenancy and to keep them in a reasonable state of repair having regard to their age, character and prospective life. This obligation applies even if the tenant was aware of the state of disrepair before entering into occupation. However, if the premises are subject to a housing improvement notice fixing the maximum rent for the premises, the landlord's obligations as listed above do not apply.

Tenants have an obligation to keep the premises and ancillary property in a reasonable state of cleanliness and **must not intentionally or negligently** cause or permit damage to the premises or ancillary property. At the end of the tenancy the tenant must leave the premises in a reasonable condition, and in a reasonable state of cleanliness, taking into consideration any reasonable wear and tear that has occurred since the tenant took possession of the premises.

WHAT IF THE TENANT CAUSED THE DAMAGE?

The tenant is responsible to repair any damage caused by them, or any other person who is on the premises at their invitation or with their consent. If a tenant causes damage to the premises they must notify the landlord and they would then be responsible to ensure the damage is repaired. If the landlord offers to repair the damage and the tenant agrees, the landlord may charge the tenant for reasonable costs incurred in having the repair carried out. Causing damage to the premises constitutes a breach of agreement and the tenant may be served with a notice to remedy the breach of agreement or vacate the premises.

GENERAL MAINTENANCE

Tenants are required to notify the landlord/agent of any general repairs needed (preferably in writing). Once informed of the repair, the landlord has an obligation to carry out the repair within a reasonable timeframe and is required to give the tenant at least 48 hours' written notice of entry to the premises to carry out necessary repairs or maintenance, unless the tenant agrees to give earlier access. If the landlord/agent does not carry out the repairs within a reasonable time contact the Tenancies Branch for further advice on 131 882.

EMERGENCY REPAIRS

If an urgent repair is required (eg: burst water pipe, gas leak, dangerous electrical fault etc.) every effort should be made to contact the landlord/agent as soon as possible. The landlord is not required to give notice to the tenant to enter the premises in an emergency. If a landlord/agent or the nominated repairer can not be contacted the tenant can have the urgent repair carried out by a person who is licensed to carry out the necessary work. The repairer is to provide the landlord with a report on work carried out and the apparent cause of the state of disrepair.

The tenant is entitled to recover from the landlord reasonable costs of having the repair carried out. However, the tenant may not be entitled to recover the cost of repairing the premises if the premises are subject to a housing improvement order notice fixing the maximum rent payable for the premises.

If you have any questions about this fact sheet, contact the advice section of the Tenancies Branch at Level 1, 91-97 Grenfell Street, Adelaide. Ph: 131 882 Fax: 8204 9570
