

The Renters And Housing Union (RAHU) is Australia's first and largest member run union of renters and people in precarious housing.

We collectively organise for the right to safe and secure housing through self-advocacy, education, and frontline eviction defence.

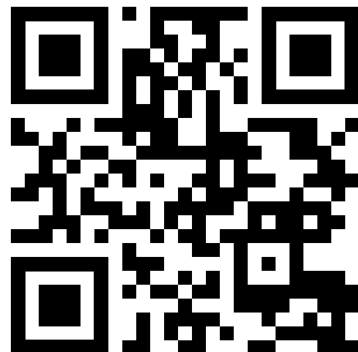
Together we can

- Educate and share information about our renters rights
- Support and defend each other from exploitation and eviction
- Build a powerful community of renters to represent our rights for safe and secure housing for all.



The RAHU Guide To Repairs

contact@rahu.org.au
www.rahu.org.au/join



RAHU believes our members are stronger when we have access to useful and practical information about our rights. However, this is general information only, not legal advice.

If you need legal advice, please contact a community legal centre.

If something needs fixing, your landlord has a duty to make sure it's repaired by someone qualified to. The first step to get any repairs done is to tell your landlord or agent what needs to be fixed. We suggest writing them an email so you have a record. Ideally, they will then carry out the repairs quickly, but if not, you have options to make sure it's repaired.

Is it urgent?

The *Residential Tenancies Act (RTA)* gives a specific definition of urgent repairs as:

- a broken, malfunctioning or leaking water service, appliance or fitting that uses or supplies water;
- a roof leak; gas leak; electrical fault;
- a failure or breakdown of any essential service or appliance provided for hot water, water, cooking, heating and cooling or laundering;
- the property doesn't meet minimum standards
- any fault or damage that makes the property unsafe or insecure, including a pests; mould or damp **and** or safety devices including smoke alarms or pool fences
- flooding or serious flood damage; serious storm or fire damage;

The landlord must repair an urgent repair within 48 hours after notice is given. If you have notified them of an urgent repair and they have not been carried out reasonably quickly, you have these options:

- Arrange the repair yourself at a cost up to \$2500 and send a Notice to Landlord requiring the landlord to reimburse you within 7 days; or
- Apply to VCAT for an urgent repair order by filling out a General Application form.

VCAT must hear your matter within 2 days.

What if it's a nonurgent repair?

- Notify the landlord of the problem in writing
- The landlord has 14 days to complete the repairs
- If they haven't completed the repairs within 14 days, you can request a Repairs Inspection from Consumer Affairs
- Apply to VCAT for a nonurgent repairs order

What if I'm not sure whether it's urgent?

If you're unsure, contact your local RAHU Branch Delegate, or find out more at Consumer Affairs

Does the landlord still have to fix it if ...

- **An accident by a renter:** If the accident wasn't caused by faulty appliances, or as a result of the property being in disrepair, you may want to get further info on Bond Claims, and fair wear and tear.
- **If the agent is ignoring my request?** Yes! The agent has a duty to report repairs to the landlord, and the landlord has a duty to keep the property in good repair.
- **It was broken when I moved in?** Yes! This includes things that were broken when you moved in or if the property is old and rundown. The agent or landlord may have misled you, and
- **They say I have to pay for it?** You can't be expected to pay for repairs, unless they were a result of damage you've caused. If they're insisting, contact your local RAHU branch for support.

Can I just stop paying rent until they fix it?

There is no right under Victorian law to withhold rent no matter how badly the landlord is acting. We're organising in Union to change that, which is why it's important to join RAHU. You may be able to use a breach of duty notice to claim compensation in the form of a rent reduction and apply this retrospectively from the time the fault occurred.

Compensation

If you have increased costs due to the landlord's failure to carry out a repair you may be able to claim compensation for those costs. Some examples of the grounds for these claims could be:

- increased utility bills
- replacing damaged belongings
- payment for alternative accommodation
- a percentage of your rent for days the problem limited your use of the property.

You won't be entitled to compensation if you hadn't notified the landlord of the problem. If you have increased costs due to a repair, it is important to document those costs, keep receipts.

Contact our Renters Rights Support Team at organise@rahu.org.au to discuss what compensation you may be eligible for, and help with your options.

Won't the landlord just kick me out?

Landlords can't evict you without a valid reason, and through the prescribed forms. The landlord would have to be able to prove it's true, and convince VCAT it's reasonable to evict you in all the circumstances. If your landlord does try to evict you you can contact us for support with your case.

Further Resources

- Consumer Affairs Victoria (consumer.vic.gov.au) for further info on repairs and the Notice To Landlord Of Rented Premises form
- Visit VCAT website (www.vcat.vic.gov.au) to download the Application (General application) - Residential Tenancies List form

Don't forget

Renters' legal rights are only as strong as our willingness to enforce them. Talking to your housemates, neighbours, friends and other comrades about your plans, concerns and successes helps us all grow stronger.

Contact your RAHU Branch for support:

North Branch: Darebin & MerriBek - north@rahu.org.au

Inner Melbourne Branch: Melbourne City & Yarra - innermelb@rahu.org.au

West Branch: Wyndham, Brimbank & Melton - west@rahu.org.au

General Membership Branch: Australia wide - contact@rahu.org.au