



Landlord Obligations

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In this year's CPD we are talking in depth about the habitability standards required for residential property management.

When discussing habitability standards, it is important to remember that sections 19 and 20 of the standard form of the Residential Tenancy Agreements reiterate legislative obligations of Landlords and their Agents.

These obligations include:

- to make sure that the premises are reasonably clean and fit to live in, and
- to make sure that all light fittings on the premises have working light globes on the commencement of the tenancy, and
- to keep the premises in a reasonable state of repair, considering the age of, the rent paid for, and the prospective life of the premises, and
- not to interfere with the supply of gas, electricity, water, telecommunications or other services to the premises, unless the interference is necessary to avoid danger to any person or enable maintenance or repairs to be carried out, and

- not to hinder a tradesperson's entry to the premises when the tradesperson is carrying out maintenance or repairs necessary to avoid health or safety risks to any person, or to avoid a risk that the supply of gas, electricity, water, telecommunications or other services to the residential premises may be disconnected, and
- to comply with all statutory obligations relating to the health or safety of the residential premises.

This naturally brings us to consider urgent repairs in residential rental properties. Urgent repairs are for any issue that threatens a property's structural integrity, poses a risk to lives, makes a property unsafe or insecure, or prevents access to essential services. Examples of urgent repairs are listed in section 62 of the Residential Tenancies Act and in the Residential Tenancy Agreement.

Under the NSW residential tenancy laws, an 'urgent repair' means:

- 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 property

- a failure or breakdown of any essential service for hot water, cooking, heating, cooling or laundering
- a fault or damage which makes the property unsafe or insecure
- 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 toilet
- a serious roof leak.

Organising Urgent Repairs

Agents are responsible for organising urgent repairs to rented properties promptly and efficiently. When urgent repairs are required, agents should follow these steps:

1. Receive urgent repair request from the tenant
2. Assess the issue for urgency
3. Gain authorisation to undertake the repair then engage an appropriate tradesperson directly
4. Notify landlord regarding the nature of the repair, the urgency, and any estimated costs involved.
5. Engage tradespeople
6. Communication with tenant
7. Completion and documentation
8. Review and follow-up

By following this process, property managers ensure that urgent repairs are handled promptly, effectively, and in compliance with the Residential Tenancies Act. This approach helps maintain tenant satisfaction, safety, and the overall condition of rented properties.

What can a tenant do if they cannot contact their agent or landlord for urgent repairs?

If a tenant cannot get hold of their property manager to report an urgent repair, or if their property manager does not organise the urgent repair in a reasonable time, the tenant can arrange for a qualified tradesperson to fix the problem and pay for it. Clause 20 in the Residential Tenancy Agreement states that the landlord agrees to pay the tenant, within 14 days after receiving written notice from the tenant, any reasonable costs (not exceeding \$1,000) that the tenant has incurred for making urgent repairs to the residential premises (of the type set out) so long as:

- the damage was not caused as a result of a breach of this agreement by the tenant, and
- the tenant gives or makes a reasonable attempt to give the landlord notice of the damage, and
- the tenant gives the landlord a reasonable opportunity to make the repairs, and
- the tenant makes a reasonable attempt to have any appropriate tradesperson named in this agreement make the repairs, and
- the repairs are carried out, where appropriate, by licensed or properly qualified persons, and
- the tenant, as soon as possible, gives or tries to give the landlord written details of the repairs, including the cost and the receipts for anything the tenant pays for.

Good luck when dealing with urgent repairs and if you follow the above steps, it should make the process more streamlined and a little less stressful for all involved.

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Director | College Principal

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