

Tenancy: Maintenance and Repairs

Maintaining the Property – Tenant’s Obligations

During a tenancy, the tenant is required to look after the premises and keep it in a reasonably clean. This means you must return the property at the end of your tenancy in substantially the same condition and state of cleanliness as which you took it at the beginning of your tenancy. You are also obliged to take reasonable care of the premises, and not negligently or wilfully cause damage. This includes being careful not to drop heavy objects on tiled floors, spilling coffee onto carpets and protecting polished floors.

If repairs are required to the property, the tenant is obliged to notify the lessor of the need for repairs.

COVID-19 NOTICE

On 22 July 2020, the ACT Government put into effect the *Residential Tenancies (COVID-19 Emergency Response) Declaration 2020 (No 2)*. While normally a lessor has 4 weeks to complete non-urgent repairs, under the declaration lessors have a “reasonable period as agreed with the tenant” to complete non-urgent repairs. Please see our **Tenancy and COVID-19** factsheet for more information.

The *Residential Tenancies (COVID-19 Emergency Response) Declaration 2020 (No 2)*, has extended the moratorium on evictions and rent increases until at least 22 October 2020.

If you reside in an impacted household under a tenancy agreement, you may now terminate your fixed-term agreement by giving at least three weeks written notice prior to the date of termination and providing your landlord or their agent with evidence to show that you reside in an impacted household at the time of giving notice.

Non-urgent Repairs

During the tenancy the lessor is likewise required to keep the premises in a reasonable state of repair. This means undertaking necessary repairs during the course of the tenancy to maintain the property in the state it was at the commencement of the tenancy and in a reasonable condition.

This obligation applies to facilities provided with the premises, e.g. washing machines, dryers, air conditioners etc. A lessor cannot refuse to repair these items on the basis that she or he was not required to provide them in the first place.

Upon notifying the lessor of the need for repairs, the lessor is obliged to carry out the repairs within a reasonable period of time as agreed with the tenant.

Urgent Repairs

Some problems require urgent repairs. Urgent repairs should be carried out as soon as necessary, having regard to the nature for the repair required.

The following are considered urgent repairs:

- (a) a breakdown or failure of any service on the premises essential for air conditioning or cooling;
- (b) a burst water service;
- (c) a blocked or broken lavatory system;
- (d) a serious roof leak;
- (e) a gas leak;
- (f) a dangerous electrical fault;
- (g) flooding or serious flood damage;
- (h) serious storm or fire damage;
- (i) a failure of gas, electricity or water supply to the premises;
- (j) the failure of a refrigerator supplied with the premises;
- (k) a failure or breakdown of any service on the premises essential for hot water, cooking, heating, cooling or laundering;
- (l) a fault or damage that causes the residential premises to be unsafe or insecure;

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- (m) a fault or damage likely to cause injury to person or property;
- (n) a serious fault in any door, staircase, lift or other common area that inhibits or unduly inconveniences the tenant in gaining access to and use of the premises.

Failure to make repairs

A failure to repair entitles the tenant to damages as it impacts on the tenant's use and enjoyment of the premises. Additionally, a failure to repair, a withdrawal of any service or appliance in the premises or an other interference with the tenant's use of the premises may be grounds for making a rent reduction application to ACAT.