



# Residential Tenancies Fact Sheet 5

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## 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?

To make good any damage caused by the tenant or any other person who is on the premises at the invitation or with the consent of the tenant is the responsibility of the tenant. If a tenant causes damage to the premises by removing a fixture, they must notify the landlord. It is then up to the landlord to either agree to the tenant repairing the damage or to charge the tenant for the reasonable cost of repairing the damage. 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 should notify the landlord/agent of any general repairs needed. The landlord has an obligation to carry out repairs within a reasonable time and is required to give the tenant 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 **8204 9544**.

### 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 or doubts about this fact sheet, contact the advice section of the Tenancies Branch at Level 1, 91-97 Grenfell Street, Adelaide. Ph: (08) 8204 9544; Fax (08) 8204 9570**

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