



REQUEST FOR REPAIRS PURSUANT TO SECTION 68

(DO NOT USE THIS FORM FOR URGENT REPAIRS)

Tenancies

Level 1 Chesser House
91-97 Grenfell Street
Adelaide SA 5000

GPO Box 965
Adelaide SA 5001

Telephone (08) 8204 9544
Facsimile (08) 8204 9570
www.ocba.sa.gov.au

To:
(insert name of Landlord/Agent)

Address of landlord/agent:
.....
.....

Address of rented premises:
.....
.....

I give you notice of repairs required at the address above.

The repairs required are as follows:

.....
.....
.....
.....

(Include enough details so that the landlord will know exactly what repairs are required, if insufficient space, attach a separate sheet)

Please contact me by.....to advise when the repairs will be carried out.
(insert date)

If you fail to contact me, or the repairs are not carried out:

- A. I will be applying to the Residential Tenancies Tribunal for:
 - Termination of the tenancy
 - Compensation
 - An order that the repairs be carried out.
- (Tick one or more boxes)

or

B. I will arrange for the repairs to be carried out by licensed tradesperson, provide a report on the work carried out and apply to the Residential Tenancies Tribunal to recover the cost of the repairs.

or

C. Request assistance from the Tenancies Branch to have the repairs carried out.
(Tick option A, B or C)

Signature of tenant: Date:...../...../.....

Full name of tenant: Phone:.....

NOTE: Section 68 of the Residential Tenancies Act 1995 is printed overleaf

If you have any questions or doubts about this notice, contact Tenancies.



RESIDENTIAL TENANCIES ACT 1995

LANDLORD'S OBLIGATION TO REPAIR

68. (1) It is a term of a residential tenancy agreement that the landlord—

- (a) will ensure that the premises, and ancillary property, are in a reasonable state of repair at the beginning of the tenancy and will keep them in a reasonable state of repair having regard to their age, character and prospective life; and
- (b) will comply with statutory requirements affecting the premises.
- The obligation applies even though the tenant had notice of the state of disrepair before entering into occupation.

(2) However—

- (a) the landlord will not be regarded as being in breach of the obligation to repair unless—
 - (i) the landlord has notice of the defect requiring repair; and
 - (ii) the landlord fails to act with reasonable diligence to have the defect repaired; and
- (b) if the landlord is a registered housing co-operative, the regulations may limit the extent of the obligation imposed by subsection (1); and
- (c) if the premises are subject to a housing improvement notice fixing the maximum rent for the premises, the landlord's obligation under subsection (1) to repair the premises does not apply.

(3) If—

- (a) premises or ancillary property are in a state of disrepair that does not arise from a contravention of the residential tenancy agreement by the tenant; and
- (b) the state of disrepair is, unless remedied, likely to result in personal injury or damage to property or undue inconvenience; and
- (c) the tenant notifies the landlord of the state of disrepair or makes a reasonable attempt to do so; and
- (d) the tenant incurs costs in having the state of disrepair remedied; and
- (e) the repairs are carried out by a person who is licensed to carry out the necessary work and the person provides the landlord with a report on the work carried out and the apparent cause of the state of disrepair,

the tenant is entitled to recover from the landlord the reasonable costs of having the repairs carried out.

(4) However, the tenant is not entitled to recover the cost of repairing the premises if the premises are subject to a housing improvement notice fixing the maximum rent payable for premises.