

04

URGENT REPAIR NOTICE

Residential Tenancies Act 1997 (ACT) — Schedule 1, Clauses 60–62

Your rights when the lessor fails to act on an urgent repair

WHEN TO USE THIS BUNDLE

Use this bundle for the specific list of urgent repairs defined in clause 60: a burst water service, a blocked or broken lavatory, a serious roof leak, a gas leak, a dangerous electrical fault, flooding, storm or fire damage, failure of an essential service or supplied refrigerator, an unsafe or insecure property, or a serious common-area access fault.

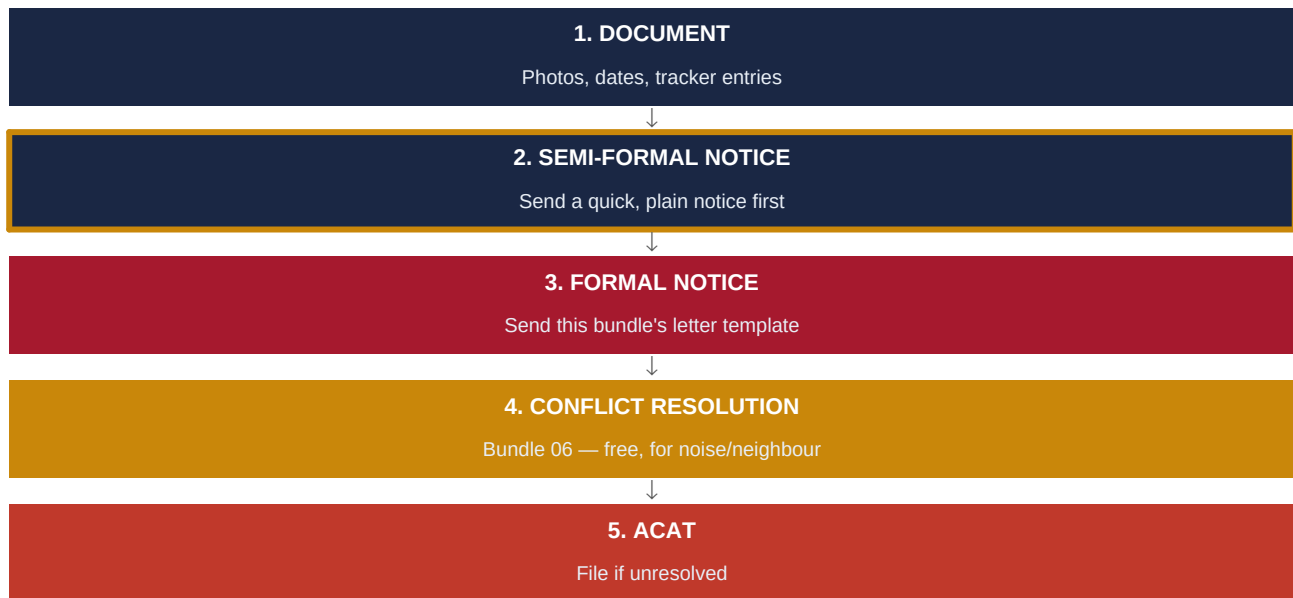
KNOW THE LAW — THE RIGHT TO SELF-HELP REPAIR (SCHEDULE 1, CL 60–62)

Clause 60 of Schedule 1 defines urgent repairs as: a burst water service, a blocked or broken lavatory system, a serious roof leak, a gas leak, a dangerous electrical fault, flooding or serious flood damage, serious storm or fire damage, a failure of gas/electricity/water supply, failure of a supplied refrigerator, failure of a hot water/cooking/heating/cooling/laundry service, a fault causing the premises to be unsafe or insecure, or a serious fault in a door, staircase, lift, or common area. If the lessor cannot be contacted or fails to act, clause 61 lets you arrange repairs yourself, up to a maximum of 5% of the annual rent.

WHAT QUALIFIES AS URGENT?

CATEGORY	EXAMPLES
Water / plumbing	Burst water service, blocked or broken lavatory system, serious roof leak
Safety hazard	Gas leak, dangerous electrical fault
Flood / fire / storm	Flooding or serious flood damage, serious storm or fire damage
Essential services	Failure of gas, electricity, or water supply; hot water/cooking/heating/cooling/laundry
Appliance / access	Failure of a supplied refrigerator; serious fault in a door, staircase, lift, common area
Security	Fault or damage that makes the premises unsafe or insecure

HOW THE SYSTEM WORKS — YOUR ESCALATION PATH



The highlighted box shows where this bundle fits in the journey.

04

STEPS TO SUCCESS

ACT — ACAT

Residential Tenancies Act 1997 (ACT) — Schedule 1, Clauses 60–62

01 Document and photograph immediately

Take timestamped photos and video of the fault. Note the exact date and time of discovery.

02 Contact by phone AND email simultaneously

This creates both an immediate response attempt and a timestamped written record.

03 Attempt the nominated tradesperson first

If your tenancy agreement nominates a tradesperson, contact them first. If unreachable, use a qualified tradesperson.

04 Arrange the repair yourself if the lessor is unreachable or fails to act

Clause 61 gives you the right to arrange urgent repairs yourself, to a maximum of 5% of the annual rent of the property. Obtain a tax invoice showing the work description and cost.

05 Claim reimbursement in writing

Send the invoice to the lessor in writing and request reimbursement. If refused, this becomes an ACAT claim.

06 Log everything in your Evidence Tracker

Record exact times for all contacts — not just dates.

IF YOU NEED TO ESCALATE — WHAT ACAT CAN ORDER

If the lessor refuses to reimburse self-arranged urgent repairs within the 5% cap, you can apply to ACAT for reimbursement and compensation for any additional loss suffered.

★ GOOD TO KNOW — THE 5% CAP IS BASED ON ANNUAL RENT, NOT A FLAT DOLLAR FIGURE

Unlike some other states' flat dollar caps, the ACT's self-help limit is 5% of the annual rent — work this out for your specific tenancy before committing to a repair cost, and seek ACAT approval first if you expect to exceed it.

■ CRITICAL — YOU DO NOT NEED PERMISSION TO ARRANGE URGENT REPAIRS — WITHIN THE 5% CAP

Once the lessor cannot be contacted or fails to act within a reasonable time, clause 61 gives you the right to engage a qualified tradesperson yourself and be reimbursed, up to a maximum of 5% of the annual rent.

■ CRITICAL — DO NOT WITHHOLD RENT

Even during an unresolved urgent repair, rent must be paid in full.

1. COPY

Copy the letter below into a new email

2. FILL

Replace every **[bracketed]** field with your details

3. SEND

Email it — request a read receipt, save a copy

This is your first contact — send it immediately, by phone AND email/text. Copy the written part below into your message. If there's no prompt action, use the formal template on the next page.

SUBJECT:

Urgent repair needed at [Insert Property Address]

Hi **[Insert Property Manager Name]**,

I need to let you know about an urgent repair issue at the property that needs attention as soon as possible.

WHAT'S HAPPENED

- Issue: **[Describe the urgent repair issue clearly and specifically.]**
- Date and time first identified: **[Insert Date and Time]**

WHAT I'M ASKING FOR

- Please arrange for this to be attended to urgently.
- Please confirm you've received this and let me know the arrangements being made.

Thanks,

[Your Full Name]

[Property Address]

[Contact Number / Email]

1. COPY

Copy the letter below into a new email

2. FILLReplace every **[bracketed]** field with your details**3. SEND**

Email it — request a read receipt, save a copy

*Fill in every **[bracketed]** field, then send via email — request a read receipt.***SUBJECT:****URGENT REPAIR NOTICE — IMMEDIATE ACTION REQUIRED: [Insert Property Address]****1. NOTICE OF BREACH**

- Take notice that the premises are in a state of disrepair constituting a breach of the lessor's duty to maintain the property, pursuant to Schedule 1 of the Residential Tenancies Act 1997.

2. PARTICULARS OF DISREPAIR

- Issue: **[Describe the urgent repair issue clearly and specifically.]**
- Date and Time First Identified: **[Insert Date and Time]**
- Safety / Habitability Impact: **[Describe why this issue renders the property unsafe or uninhabitable.]**

3. FORMAL DEMAND

- Pursuant to Schedule 1, clauses 60–62, the lessor is required to carry out urgent repairs as soon as practicable.
- If repairs are not arranged promptly, I will engage a qualified tradesperson independently (up to 5% of the annual rent) and hold the lessor liable for the cost incurred.

4. EVIDENCE LOGGED

- All correspondence, photographic evidence, and recordings relating to this matter are being maintained in a chronological evidence index for potential ACAT proceedings.

Yours sincerely,

[Your Full Name]**[Property Address]****[Date]****[Contact Number / Email]**