

04

GENERAL REPAIR REQUEST

Residential Tenancies Act 2010 (NSW) — Sections 63, 65

Your rights when the landlord won't fix non-urgent maintenance issues

WHEN TO USE THIS BUNDLE

Use this bundle when you identify a maintenance issue that is not an emergency — a faulty appliance, plumbing fault, damaged fixture, structural problem, or any defect affecting habitability or amenity.

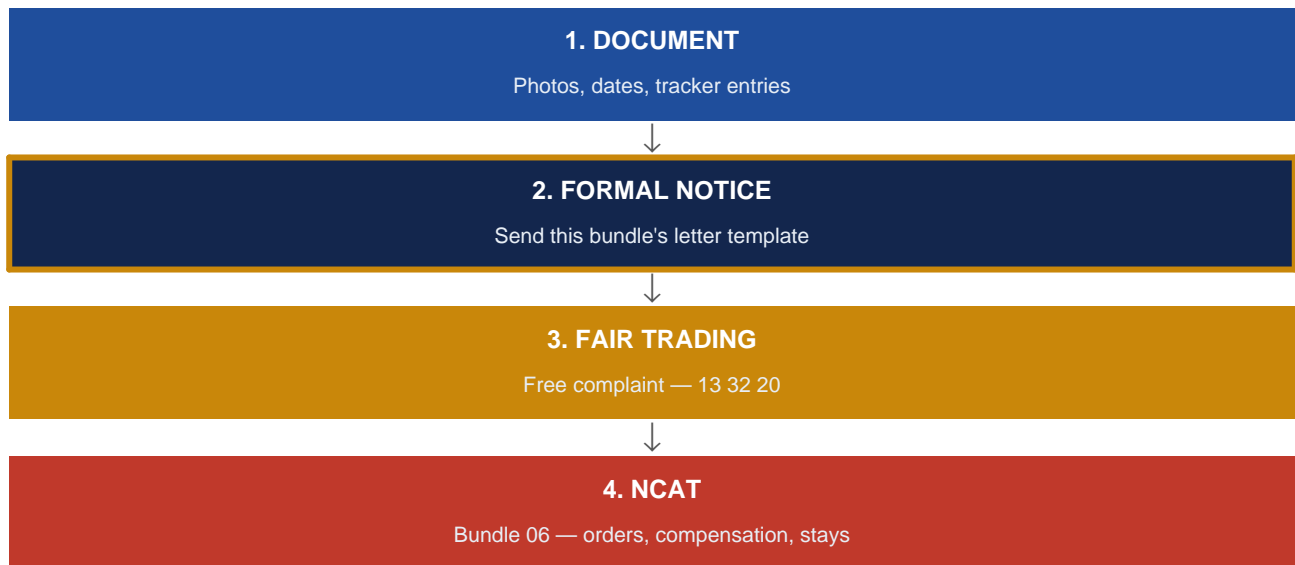
KNOW THE LAW — THE LANDLORD'S REPAIR DUTY (S.63)

Under s.63 the landlord must provide and maintain the premises in a reasonable state of repair, having regard to the age of the premises and the rent — but the duty applies even to older and cheaper properties, and it does not depend on you having caused nothing: fair wear and tear is the landlord's to fix. If repairs are not carried out, s.65 lets NCAT order the work, compensation, and a rent reduction.

WHAT COUNTS AS DISREPAIR?

ISSUE TYPE	EXAMPLES
Appliances	Oven not heating, dishwasher not working, rangehood broken
Plumbing	Dripping tap, slow drain, leaking pipe (non-burst)
Structural	Cracked wall, damaged ceiling, broken window latch
Fixtures	Broken door handle, loose cupboard, damaged flooring
Habitability	Inadequate hot water, mould from structural cause, pests
Outdoor	Broken fence, damaged guttering, non-urgent roof issue

HOW THE SYSTEM WORKS — YOUR ESCALATION PATH



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

04

STEPS TO SUCCESS

Residential Tenancies Act 2010 (NSW) — Sections 63, 65

- 01 Document the issue immediately**
Dated photographs and video. Note when you first identified it and how it affects your use of the property.
- 02 Notify the landlord in writing**
Email creates the timestamp. Describe the issue specifically and state a reasonable repair timeframe — 14 days is standard and defensible.
- 03 Request written confirmation**
Ask for confirmation within 48 hours of the tradesperson booked and a repair date. Follow any phone response with an email the same day.
- 04 Escalate through Fair Trading if ignored**
A free complaint on 13 32 20 resolves many repair disputes without a hearing — and costs the agent reputation points either way.
- 05 Apply to NCAT under s.65 if still unresolved**
NCAT can order the repairs by a set date, compensation, and a backdated rent reduction. Use the NCAT Application Pack (Bundle 06).

IF YOU NEED TO ESCALATE — WHAT NCAT CAN ORDER

Under s.65 NCAT can order the landlord to carry out the repairs by a set date, reduce your rent until they do, and award compensation for losses. A tracker showing every request and every ignored deadline is the exhibit that wins these applications.

★ GOOD TO KNOW — 'REASONABLE REPAIR' INCLUDES OLD PROPERTIES

The landlord cannot rely on the age of the property to avoid the duty entirely — age affects the standard, not the existence, of the obligation. An old oven must still work; an old roof must still keep water out.

■ CRITICAL — DO NOT WITHHOLD RENT

Under no circumstances withhold rent to pressure repairs. Rent arrears of 14 days grounds a termination notice and destroys your NCAT position. Pay in full, always — NCAT can order compensation and rent reductions instead.

■ CRITICAL — 14 DAYS IS REASONABLE — NOT A STATUTORY DEADLINE

There is no fixed repair deadline in the Act — the standard is a reasonable time. Requesting 14 days is standard and defensible, but never describe it as a statutory period.

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

Fill in every **[bracketed]** field, then send via email — request a read receipt.

SUBJECT:**FORMAL REQUEST FOR REPAIRS: [Insert Property Address]**

Please accept this correspondence as formal notification of a maintenance issue at the above property. I respectfully request your prompt attention.

1. PARTICULARS OF DISREPAIR

- Issue: **[Insert a clear, specific description of the maintenance issue.]**
- Date First Identified: **[Insert Date]**
- Impact: **[Describe how the issue is affecting your use or enjoyment of the property.]**
- Proposed Resolution: I request that a suitably qualified professional be engaged to inspect and repair this issue.

2. LANDLORD'S STATUTORY OBLIGATION

- Under Section 63 of the Residential Tenancies Act 2010, you must provide and maintain the premises in a reasonable state of repair.
- I request that these repairs be completed within a reasonable period — which I consider to be 14 days given the nature of the issue. If this is not achievable, please advise in writing with a proposed schedule.

3. COMMUNICATION AND RECORD KEEPING

- Please provide written confirmation within 48 hours confirming the appointment of a tradesperson and a proposed repair date.
- I am maintaining a chronological evidence log of all correspondence. If no response is received, I will lodge a complaint with NSW Fair Trading and apply to NCAT under Section 65 for repair orders, compensation, and a rent reduction.

Yours sincerely,

[Your Full Name]

[Property Address]

[Date]

[Contact Number / Email]