

## 05

# URGENT REPAIR NOTICE

Residential Tenancies Act 2010 (NSW) — Section 64

*Your rights when the landlord fails to fix an urgent or emergency repair*

## WHEN TO USE THIS BUNDLE

Use this bundle for immediate threats to health, safety, or essential services — burst pipes, gas leaks, dangerous electrical faults, no hot water, serious storm damage, or anything making the premises unsafe or insecure.

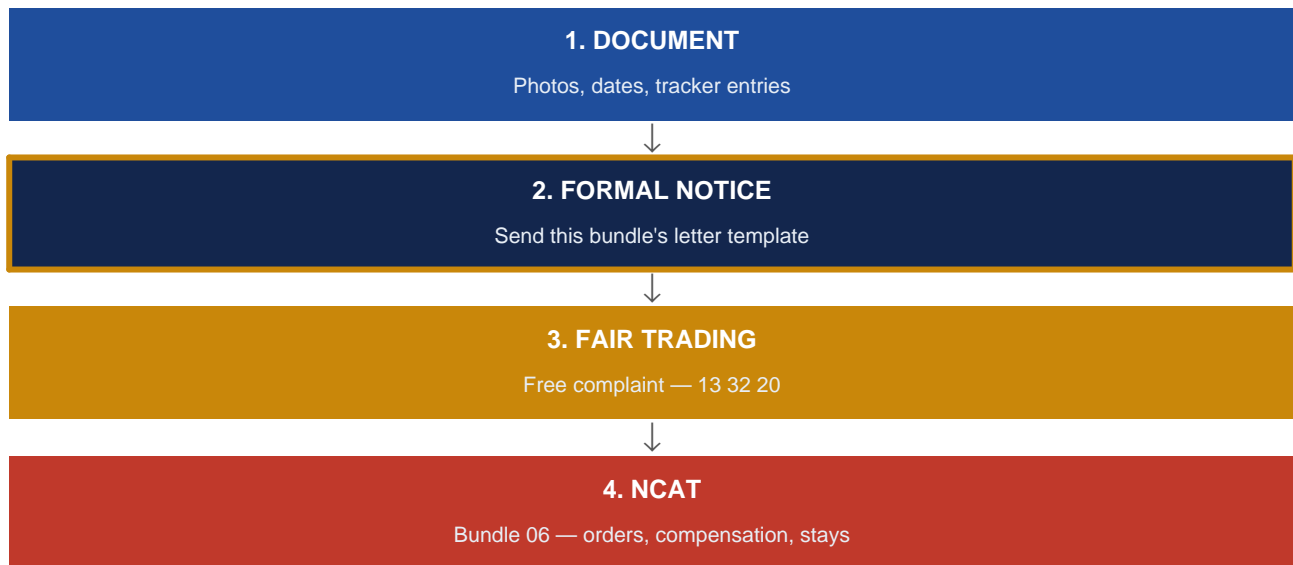
## KNOW THE LAW — THE RIGHT TO SELF-HELP REPAIR (S.64)

Urgent repairs include: a burst water service, a blocked or broken toilet, a serious roof leak, a gas leak, a dangerous electrical fault, flooding or serious flood/storm/fire damage, failure of gas, electricity or water supply, failure of the hot water service or an essential appliance, and a fault that makes the premises unsafe or insecure. If you notify the landlord and they fail to act within a reasonable time, s.64 lets you arrange the repair yourself and be reimbursed up to \$1,000 — payable within 14 days of your written notice with receipts.

## WHAT QUALIFIES AS URGENT?

CATEGORY	EXAMPLES
Essential services	Failure of gas, electricity, water or hot water supply
Safety hazard	Gas leak, dangerous electrical fault, unsafe structure
Water damage	Burst pipe, serious roof leak, flooding
Sanitation	Blocked or broken toilet
Security	Fault making the premises unsafe or not secure

## HOW THE SYSTEM WORKS — YOUR ESCALATION PATH



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

## 05

**STEPS TO SUCCESS**

Residential Tenancies Act 2010 (NSW) — Section 64

**01 Document and photograph immediately**

Timestamped photos and video of the fault. Note the exact date and time of discovery — NCAT scrutinises the urgent timeline hour by hour.

**02 Contact by phone AND email simultaneously**

Call the agent immediately, then send the written follow-up. This creates the response attempt and the timestamped record in one move.

**03 Give them a reasonable window, then act**

Urgent means hours, not weeks. If the landlord does not act within a reasonable time, you may proceed.

**04 Arrange the repair yourself — no permission needed**

s.64 gives you the right to engage a licensed tradesperson and be reimbursed up to \$1,000. This is a statutory right, not a favour. Obtain a tax invoice showing the work and cost.

**05 Claim reimbursement in writing**

Send the invoice with a written notice — the landlord must reimburse within 14 days. Refusal becomes an NCAT claim via Bundle 06.

**IF YOU NEED TO ESCALATE — WHAT NCAT CAN ORDER**

If the landlord refuses to reimburse a lawful self-arranged urgent repair, NCAT can order full reimbursement plus compensation for additional loss. For urgent repairs likely to exceed \$1,000, apply to NCAT for urgent repair orders before paying the contractor.

**★ GOOD TO KNOW — THE \$1,000 LIMIT — AND THE 14-DAY CLOCK**

The self-help reimbursement cap in NSW is \$1,000, and once you serve your written notice with receipts, the landlord must pay within 14 days. Above \$1,000, seek urgent NCAT orders instead of paying out of pocket.

**■ CRITICAL — YOU DO NOT NEED PERMISSION TO ARRANGE URGENT REPAIRS**

Once you have notified the landlord and they have failed to act within a reasonable time, s.64 gives you the right to engage a licensed tradesperson yourself and be reimbursed up to \$1,000 within 14 days of your written notice. Keep every tax invoice — refusal to reimburse becomes an NCAT claim.

**■ CRITICAL — DO NOT WITHHOLD RENT**

Even during an unresolved urgent repair, rent must be paid in full. Withholding rent undermines your legal position entirely.

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# TEMPLATE — URGENT REPAIR NOTICE

NSW — NCAT

Residential Tenancies Act 2010 (NSW) — Section 64

## 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 immediately after phoning — request a read receipt.

### SUBJECT:

**URGENT REPAIR NOTICE — IMMEDIATE ACTION REQUIRED: [Insert Property Address]**

## 1. NOTICE OF URGENT REPAIR

- Take notice that an urgent repair within the meaning of Section 64 of the Residential Tenancies Act 2010 is required at the above premises.
- Issue: **[Describe the urgent issue clearly and specifically.]**
- Date and Time First Identified: **[Insert Date and Time]**
- Safety / Essential Service Impact: **[Describe why this is urgent.]**

## 2. FORMAL DEMAND

- I formally request written confirmation of the repair arrangements within 24 hours of receipt of this notice.
- If the repair is not arranged within a reasonable time, I will exercise my right under Section 64 to engage a licensed tradesperson and claim reimbursement of up to \$1,000, payable within 14 days of my written notice with receipts.

## 3. EVIDENCE LOGGED

- All correspondence, photographic and video evidence, and exact times of contact are being maintained in a chronological evidence index for potential NCAT proceedings under Section 65.

Yours sincerely,

**[Your Full Name]**

**[Property Address]**

**[Date]**

**[Contact Number / Email]**