

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 at your rental property that is not an emergency — for example: a faulty appliance, plumbing fault, damaged fixture, structural problem, or any defect affecting the habitability or amenity of the property.

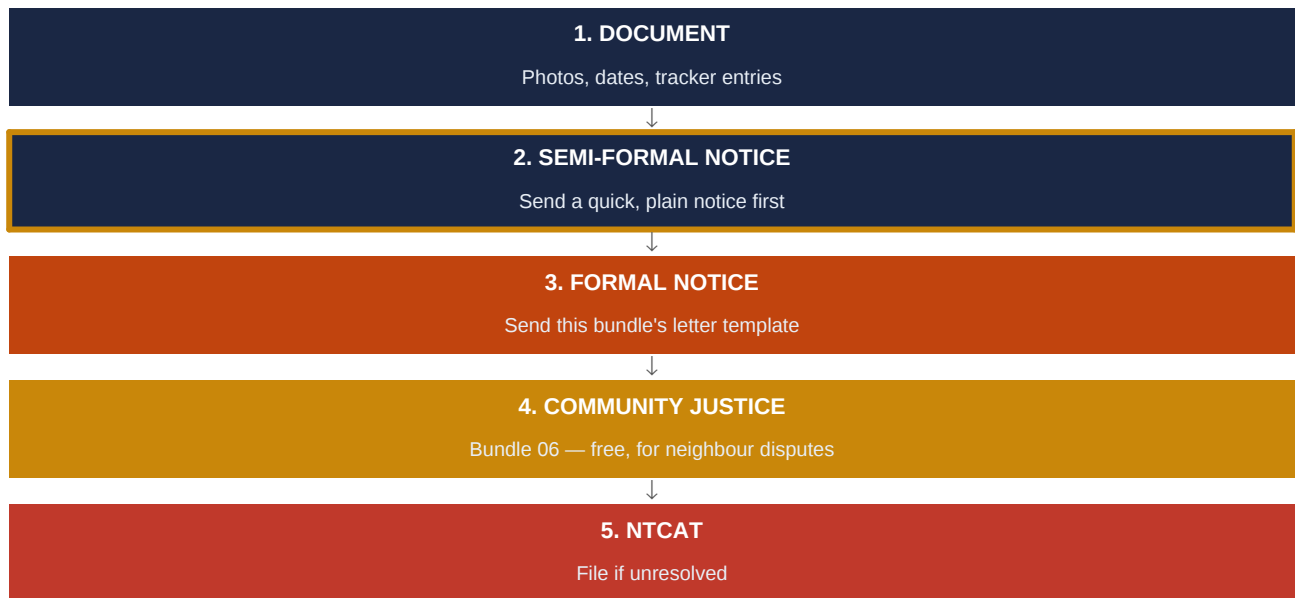
KNOW THE LAW — THE LANDLORD'S REPAIR DUTY (S.57)

Section 57 of the Residential Tenancies Act 1999 requires the landlord to ensure the premises are in a reasonable state of repair at the start of the tenancy, and to maintain them that way having regard to their age, character, and prospective life. The landlord is only in breach once notified of a defect and failing to act with reasonable diligence.

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, pest infestation
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.

- 01 Document the issue immediately**
Take dated photographs and video. Note when you first identified it.
- 02 Notify the landlord in writing**
Email is best — it creates an automatic timestamp under s.58 and starts the reasonable-diligence clock.
- 03 Request written confirmation**
Ask for written confirmation of a tradesperson booked and a proposed repair date.
- 04 Update your Evidence Tracker**
Log every interaction immediately — date, method, summary, and the landlord's response or non-response.
- 05 Escalate if the landlord fails to act with reasonable diligence**
Apply to NTCAT (Bundle 06) for a repair order and compensation.

IF YOU NEED TO ESCALATE — WHAT NTCAT CAN ORDER

NTCAT can order the landlord to carry out specified repairs by a set date and award compensation for losses suffered as a result of the disrepair.

★ GOOD TO KNOW — THE LANDLORD MUST HAVE NOTICE AND FAIL TO ACT WITH REASONABLE DILIGENCE

Section 57(2) makes clear the landlord is only in breach once they have notice of the defect and fail to act with reasonable diligence — your written notice under s.58 is what starts this clock.

■ CRITICAL — DO NOT WITHHOLD RENT

Under no circumstances withhold rent to pressure repairs. This gives the landlord grounds for a termination notice and seriously damages your position.

NOTICE OF REPAIRS — GENERAL REPAIR REQUEST

Residential Tenancies Act 1999 (NT) — Section 57

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 — a short, plain notice. Copy it into an email or text message and send it the day you notice the issue. If it's ignored, use the formal template on the next page.

SUBJECT:

Repairs needed at **[Insert Property Address]**

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

Just letting you know the following needs repair at the property. Could you please arrange this within **[Insert Timeframe — e.g., 14 days]**, or let me know if that's not possible.

WHAT NEEDS FIXING

- Issue: **[Insert a clear, specific description of the maintenance issue.]**
- First noticed: **[Insert Date]**

WHAT I'M ASKING FOR

- Please arrange for a tradesperson to inspect and repair this within **[Insert Timeframe]**.
- Let me know if you need more information or access arranged.

Thanks,

[Your Full Name]

[Property Address]

[Contact Number / Email]

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 GENERAL REPAIR: [Insert Property Address]

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

Please accept this correspondence as formal notification of a maintenance issue at the above-referenced 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.]**

2. LANDLORD'S STATUTORY OBLIGATION

- Under Section 57 of the Residential Tenancies Act 1999, the landlord has a duty to maintain the rented 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 this issue.

3. COMMUNICATION AND RECORD KEEPING

- Please provide written confirmation 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 reserve the right to apply to NTCAT.

Yours sincerely,

[Your Full Name]

[Property Address]

[Date]

[Contact Number / Email]