

04

URGENT REPAIR NOTICE

Residential Tenancies Act 1995 (SA) — Section 68(5)

Your rights when the landlord fails to act with reasonable diligence on an urgent repair

WHEN TO USE THIS BUNDLE

Use this bundle for the specific list of urgent repairs defined in s.68(5): a burst water service, a blocked or broken lavatory, a serious roof leak, a gas leak, a dangerous electrical fault, flooding or serious flood/fire/storm damage, failure of an essential service, or an unsafe or insecure property.

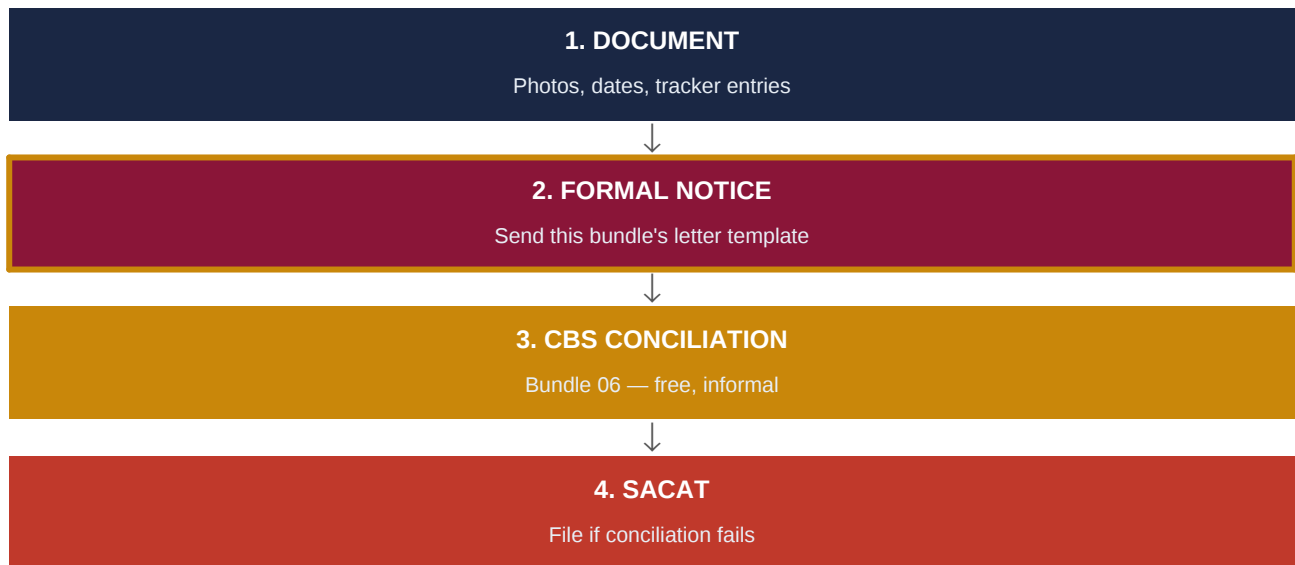
KNOW THE LAW — THE RIGHT TO SELF-HELP REPAIR (S.68(5))

Section 68(5) of the Residential Tenancies Act 1995 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 fire or storm damage, a failure or breakdown of the gas, electricity, or water supply, and a fault making the premises unsafe or insecure. The landlord must act with reasonable diligence. If they fail to, you may arrange a licensed repairer yourself and recover the reasonable cost — there is no fixed dollar cap.

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 fire or storm damage
Essential services	Failure or breakdown of gas, electricity, or water supply
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

SA — SACAT

Residential Tenancies Act 1995 (SA) — Section 68(5)

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 repairer

Contact the landlord's nominated repairer first. If unavailable or unresponsive for more than a few hours, proceed to arrange your own licensed repairer.

04 Arrange the repair yourself — no permission needed

Once the landlord has failed to act with reasonable diligence, s.68(5) gives you the right to engage a licensed tradesperson yourself. Get a report from them on the apparent cause of the disrepair, and obtain a tax invoice.

05 Claim reimbursement in writing

Send the invoices and the tradesperson's report to the landlord in writing and request reimbursement of the reasonable cost. If refused, this becomes a SACAT claim.

06 Log everything in your Evidence Tracker

Record exact times for all contacts — not just dates.

IF YOU NEED TO ESCALATE — WHAT SACAT CAN ORDER

If the landlord refuses to reimburse self-arranged urgent repairs, you can apply to SACAT for reasonable compensation. Note that compensation may be reduced if you failed to take reasonable steps to mitigate the loss — get the repair done promptly and keep every record.

★ GOOD TO KNOW — NO FIXED DOLLAR CAP — BUT 'REASONABLE' STILL APPLIES

Unlike some other states, SA does not cap reimbursement at a set dollar figure — the test is what is reasonable. Get at least one comparative quote if the cost is significant, to support your claim.

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

Once the landlord has failed to act with reasonable diligence, s.68(5) gives you the right to engage a licensed tradesperson yourself and be reimbursed the reasonable cost. This is a statutory right — not a favour you ask for.

■ 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. 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 landlord's duty to maintain the property, pursuant to Section 68 of the Residential Tenancies Act 1995.

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 Section 68(5), the landlord is required to act with reasonable diligence to address urgent repairs of this kind.
- If repairs are not arranged promptly, I will engage a licensed tradesperson independently and hold the landlord liable for the reasonable 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 SACAT proceedings.

Yours sincerely,

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