

## 03

# GENERAL REPAIR REQUEST

Residential Tenancies Act 1997 (Vic) — Section 68

*Your rights when the rental provider 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.

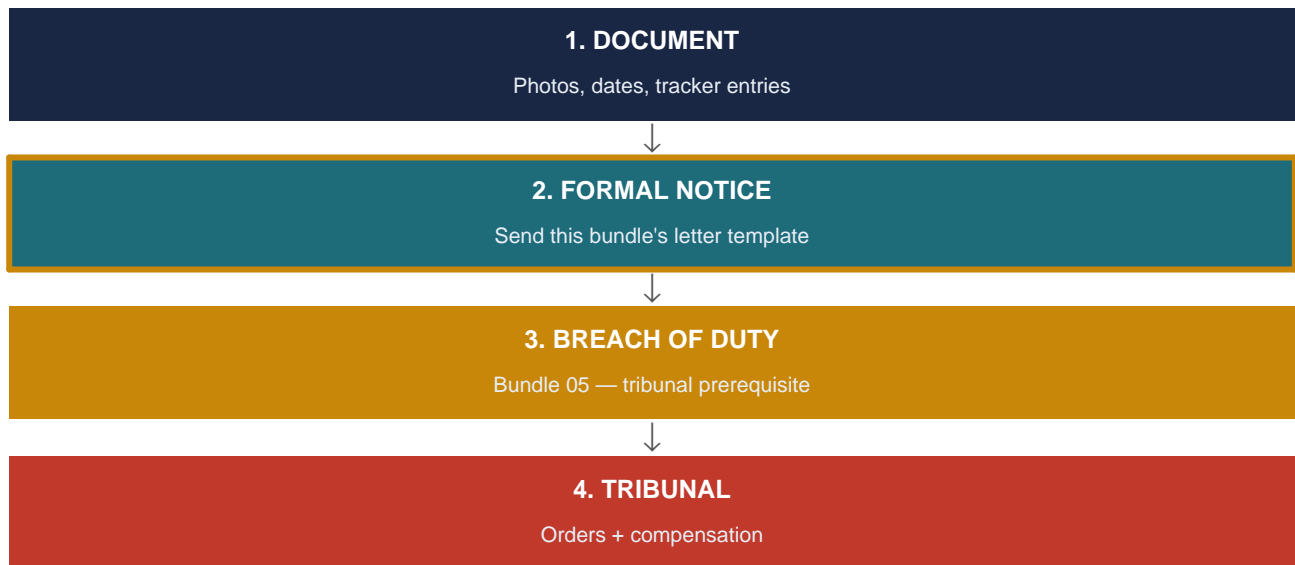
## KNOW THE LAW — THE RENTAL PROVIDER'S REPAIR DUTY (S.68)

Section 68 of the Residential Tenancies Act 1997 requires the rental provider to ensure the rented premises are maintained in good repair at all times during the tenancy. This duty applies regardless of the age of the property or how long you have lived there.

## 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.*

## 03

**STEPS TO SUCCESS**

Residential Tenancies Act 1997 (Vic) — Section 68

**01 Document the issue immediately**

Take dated photographs and video. Note when you first identified it and how it is affecting your use or enjoyment of the property.

**02 Notify the rental provider in writing**

Email is best — it creates an automatic timestamp. Describe the issue clearly and specifically. State a reasonable timeframe for repair — 14 days is standard and defensible.

**03 Request written confirmation**

Ask for written confirmation within 48 hours of the tradesperson booked and a proposed repair date. If you only receive a phone response, follow it up in writing the same day.

**04 Update your Evidence Tracker**

Log every interaction immediately — date, method, summary, and the rental provider's response or non-response. This log is your evidence at VCAT.

**05 Escalate if ignored**

If no action within your stated timeframe, escalate using Bundle 05 — Notice of Breach of Duty. This is the mandatory prerequisite before applying to VCAT.

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

If the rental provider fails to repair after a Notice of Breach of Duty (Bundle 05), you can apply to VCAT under s.75. VCAT can order the rental provider to carry out specified repairs by a set date, reduce your rent while the premises are in disrepair, and award compensation for losses suffered.

**★ GOOD TO KNOW — WHAT '14 DAYS' MEANS**

There is no specific 14-day repair deadline written into the Act. The law requires repairs within a 'reasonable time.' Requesting 14 days is standard, widely used, and defensible at VCAT — but never describe it as a statutory deadline.

**■ CRITICAL — DO NOT WITHHOLD RENT**

Under no circumstances withhold rent to pressure repairs. This gives the rental provider grounds for a Notice to Vacate and seriously damages your VCAT position.

**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.]**
- Proposed Resolution: I request that a suitably qualified professional be engaged to inspect and repair this issue.

**2. RENTAL PROVIDER'S STATUTORY OBLIGATION**

- Under Section 68 of the Residential Tenancies Act 1997, the rental provider has a duty to ensure the rented premises are maintained in good repair at all times.
- I request that these repairs be completed within a reasonable period — which I consider to be 14 days given the nature of this issue. If this is not achievable, please advise in writing with a proposed repair 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 within the stated period, I reserve the right to issue a formal Notice of Breach of Duty (s.208) and apply to VCAT under Section 75 or Section 209.

Yours sincerely,

**[Your Full Name]**

**[Property Address]**

**[Date]**

**[Contact Number / Email]**