

04

URGENT REPAIR NOTICE

Residential Tenancies Act 1997 (Vic) — Sections 72–73

Your rights when the rental provider fails to fix an urgent or emergency repair

WHEN TO USE THIS BUNDLE

Use this bundle for immediate threats to health, safety, or habitability — burst pipes, gas leaks, total heating failure in winter, major roof leaks, loss of hot water, electrical hazards. These are urgent repairs under Sections 72–73 of the Act.

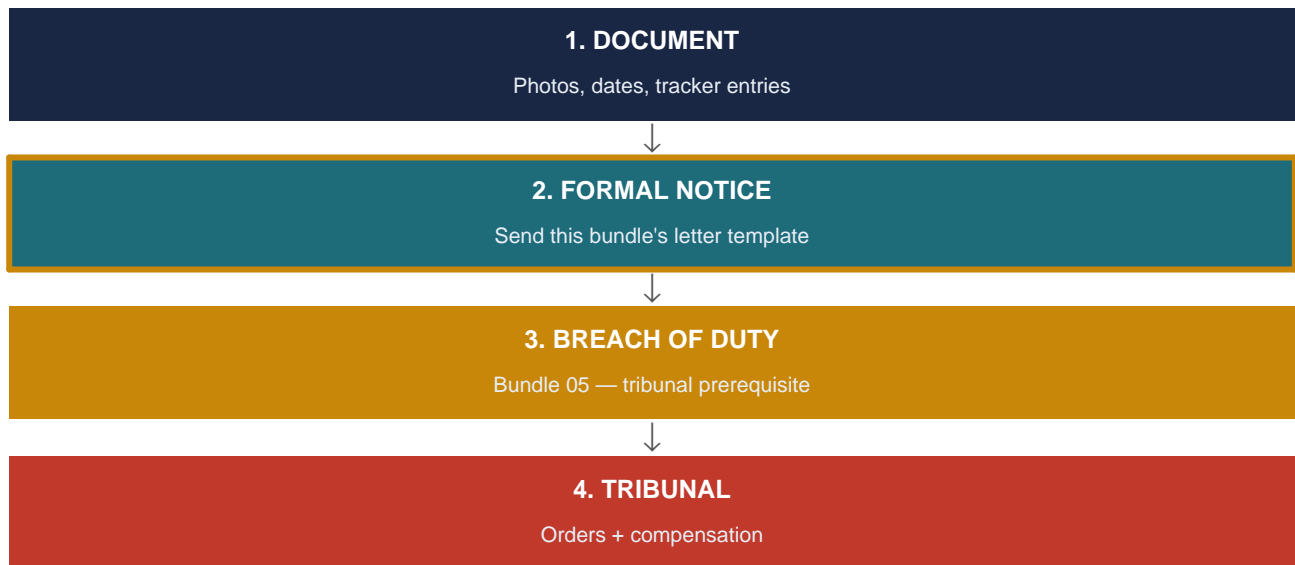
KNOW THE LAW — THE RIGHT TO SELF-HELP REPAIR (SS.72–73)

Sections 72–73 of the Residential Tenancies Act 1997 give renters the right to arrange urgent repairs and claim reimbursement up to \$2,500 when the rental provider fails to act. Urgent repairs include: loss of hot water, heating in winter, gas, electricity, sewerage, structural damage posing a safety risk, or being locked out.

WHAT QUALIFIES AS URGENT?

CATEGORY	EXAMPLES
Essential services	Loss of hot water, gas, electricity, sewerage
Safety hazard	Gas leak, electrical fault, structural collapse risk
Heating (winter)	Failure of the sole heating system during cold weather
Flooding	Burst pipe, major roof leak, flooding
Security / lockout	Broken lock, unable to secure the property

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 1997 (Vic) — Sections 72–73

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

Call the agent immediately — then send a written email follow-up. This creates both an immediate response attempt and a timestamped written record.

03 Attempt the nominated repairer

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

04 Arrange the repair yourself — no permission needed

Once the provider has failed to act immediately, s.72 gives you the right to engage a licensed, qualified tradesperson yourself. Obtain a tax invoice showing the work description and cost — required for reimbursement; a receipt alone is not sufficient.

05 Claim reimbursement in writing

Send the invoices to the rental provider in writing and request reimbursement within a reasonable period. If refused, this becomes a VCAT claim under s.73.

06 Log everything in your Evidence Tracker

Record exact times for all contacts — not just dates. VCAT will scrutinise the timeline.

IF YOU NEED TO ESCALATE — WHAT VCAT CAN ORDER

If the rental provider refuses to reimburse self-arranged urgent repairs, you can apply to VCAT under s.73. VCAT can order full reimbursement up to \$2,500, plus compensation for any additional loss suffered. For costs exceeding \$2,500, apply to VCAT before paying the contractor.

★ GOOD TO KNOW — THE \$2,500 LIMIT

The maximum reimbursable amount under s.72 is \$2,500. If the repair cost will exceed this, apply to VCAT before proceeding — VCAT can authorise a higher amount.

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

Once you have attempted to notify the rental provider and they have failed to act immediately, s.72 gives you the right to engage a qualified tradesperson yourself and be reimbursed up to \$2,500. This is a statutory right — not a favour you ask for. Retain all tax invoices and submit them in writing; refusal to reimburse becomes a VCAT claim under s.73.

■ CRITICAL — DO NOT WITHHOLD RENT

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

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:

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 rental provider's duty to maintain the property in good repair and fit for habitation, pursuant to Section 68 of the Residential Tenancies Act 1997.

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 Sections 72 and 73 of the Residential Tenancies Act 1997, the rental provider is required to carry out urgent repairs as soon as practicable.
- I formally request written confirmation of the repair schedule within 24 hours of receipt of this notice.
- If repairs are not commenced promptly, I reserve the right to engage a qualified tradesperson independently and hold the rental provider liable for all costs incurred, up to the prescribed limit under Section 72 (\$2,500).

4. EVIDENCE LOGGED

- All correspondence, photographic evidence, and recordings relating to this matter are being maintained in a chronological evidence index for potential VCAT proceedings under Section 73.

Yours sincerely,

[Your Full Name]

[Property Address]

[Date]

[Contact Number / Email]