

04

URGENT REPAIR NOTICE

Residential Tenancies Act 1987 (WA) — Section 43

WA —
Magistrates
Court

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 habitability — burst pipes, gas leaks, total heating failure in winter, major roof leaks, loss of hot water, electrical hazards. These are urgent repairs under Section 43 of the Act.

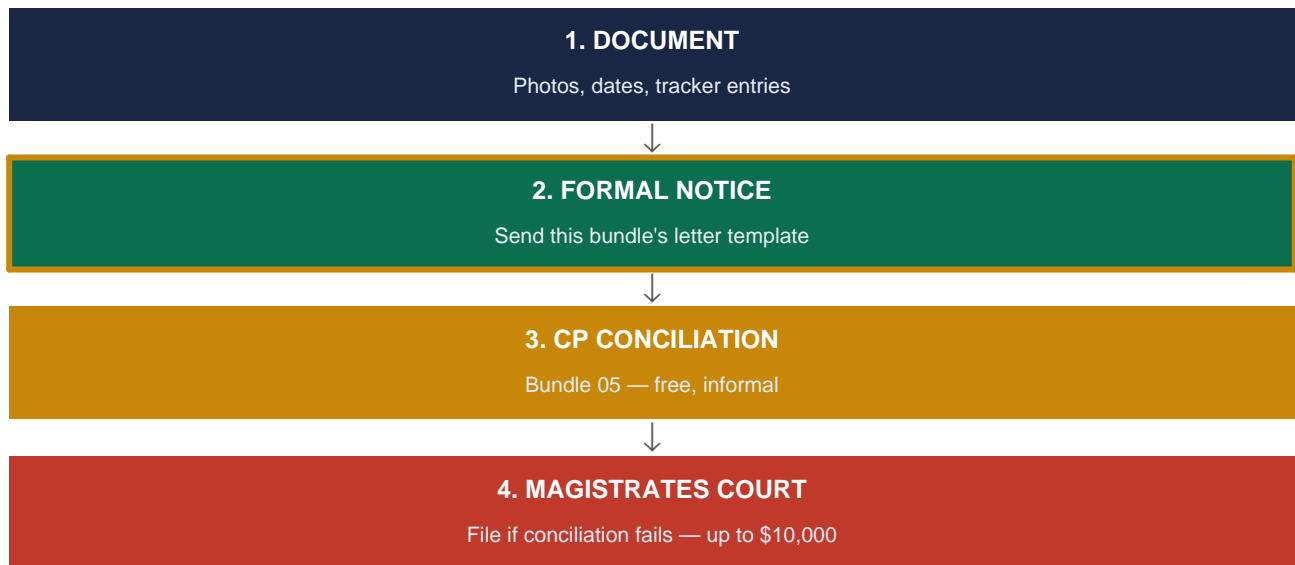
KNOW THE LAW — THE RIGHT TO SELF-HELP REPAIR (S.43)

Section 43 of the Residential Tenancies Act 1987 requires the landlord to arrange urgent repairs within 24 hours (essential services: water, gas, electricity, sewerage) or 48 hours (other urgent repairs, e.g. a roof leak or broken window). If the landlord fails to act within these windows, you may arrange repairs yourself — to the minimum extent necessary — and the landlord must reimburse you the reasonable expense. There is no fixed dollar cap in WA; the test is simply what is reasonable.

WHAT QUALIFIES AS URGENT?

CATEGORY	RESPONSE WINDOW
Loss of water, gas, electricity, or sewerage	24 hours
Gas leak or dangerous electrical fault	24 hours
Failure of the sole heating system (winter)	48 hours
Burst pipe, major roof leak, flooding	48 hours
Broken lock, unable to secure the property	48 hours

HOW THE SYSTEM WORKS — YOUR ESCALATION PATH



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

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 Wait out the statutory window

24 hours for essential services, 48 hours for other urgent repairs.

04 Arrange the repair yourself — no permission needed

Once the window has passed with no action, s.43 gives you the right to engage a licensed, qualified tradesperson yourself. Obtain a tax invoice showing the work description and cost.

05 Claim reimbursement in writing

Send the invoices to the landlord in writing and request reimbursement of the reasonable expense. If refused, this becomes a Magistrates Court claim.

06 Log everything in your Evidence Tracker

Record exact times for all contacts — not just dates.

IF YOU NEED TO ESCALATE — WHAT MAGISTRATES COURT CAN ORDER

If the landlord refuses to reimburse self-arranged urgent repairs, you can apply to the Magistrates Court. The Court can order full reimbursement of the reasonable expense, plus compensation for any additional loss suffered.

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

Unlike some other states, WA 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 statutory response window has passed with no action, s.43 gives you the right to engage a qualified tradesperson yourself and be reimbursed the reasonable expense. 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.

04

TEMPLATE — URGENT REPAIR NOTICE

WA —
Magistrates
Court

Residential Tenancies Act 1987 (WA) — Section 43

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 landlord's duty to maintain the property, pursuant to Section 42 of the Residential Tenancies Act 1987.

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 43, the landlord is required to arrange urgent repairs within 24 hours (essential services) or 48 hours (other urgent repairs).
- If repairs are not arranged within this window, I will engage a qualified 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 Magistrates Court proceedings.

Yours sincerely,

[Your Full Name]

[Property Address]

[Date]

[Contact Number / Email]