

REIQ Factsheet - Emergency Repairs and Nominated Repairers

(from 1 October 2022)

The *Residential Tenancies and Rooming Accommodation Act 2008* (Qld) (the **RTRA Act**), which governs residential tenancies in Queensland, has been amended by the Queensland Government and there are some new changes coming into effect on 1 October 2022.

Costs of emergency repairs arranged by a tenant

From 1 October 2022, the maximum amount that may be incurred for emergency repairs arranged to be made by the tenant will increase from an amount equal to two (2) weeks rent to an amount equal to **four (4) weeks rent**.

Emergency repairs are defined in the RTRA Act as works needed to repair any of the following:

- a burst water service or a serious water service leak
- a blocked or broken lavatory system
- a serious roof leak
- a gas leak
- a dangerous electrical fault
- flooding or serious flood damage
- serious storm, fire or impact damage
- a failure or breakdown of the gas, electricity or water supply to the property
- a failure or breakdown of an essential service or appliance on the property for hot water, cooking or heating
- a fault or damage that makes the property unsafe or unsecure
- a fault or damage likely to injure a person, damage property or unduly inconvenience a tenant of the property
- a serious fault in any staircase, lift or other common area which inhibits or unduly inconveniences a tenant in gaining access to, or using, the property

From 1 October 2022, emergency repairs will also include works needed for the property or inclusions to comply with the prescribed minimum housing standards.

Section 2, Part 8 of the PO Form 6 entered into with your appointed real estate agency sets out the maximum value of repairs and maintenance to be paid by us without your prior approval. From 1 October 2022, we will also be authorised to arrange for emergency repairs to an amount equal to four (4) weeks rent.

However, we will seek separate instructions regarding a variation to Section 2, Part 8 of your PO Form 6 confirming the changes to the RTRA Act.

Please also be aware that any repairs for damage to the property, which is caused by domestic violence experienced by the tenant, cannot be recovered from the tenant. This change is already in force. You should consider reviewing the terms of your insurance policy in relation to this to ensure you are covered in such circumstances.

Nominated repairers

From 1 October 2022, you must provide a nominated repairer for emergency repairs. The nominated repairer must be stated in the Form 18a General Tenancy Agreement, or a written notice to the tenant. You must state the name and telephone number of the nominated repairer and whether they are the tenant's first point of contact for notifying the need for emergency repairs.

If this is the case, the tenant must contact that nominated repairer first to notify the need for emergency repairs. If they cannot reach the nominated repairer, they must contact your property manager's office. If they cannot reach the property manager's office (for example, if they call out of office hours), or the emergency repairs are not made within a reasonable time, the tenant is entitled to call another qualified tradesperson to carry out the repairs or apply to QCAT.

Please provide details of your nominated repairer/s if this has not already been done in the PO Form 6.

Repair orders

From 1 October 2022, the tenant/representative entity can apply to QCAT for a Repair Order if the property or its inclusions are in need of repair.

For routine repairs, the tenant may apply to QCAT if they have informed you or your property manager of the need for repair and the repair has not been carried out within a reasonable time.

For emergency repairs, the tenant may apply to QCAT if they have been unable to notify you or the nominated repairer of the need for repair or the repair was not made within a reasonable time after the tenant gave you or the nominated repairer notice of the need for repair.

If a repair order is granted by QCAT, and until the repair order is complied with, it continues to apply in relation to the property and does not end with any particular residential tenancy agreement. From 1 October 2022, you are obligated to disclose outstanding repair orders to tenants in a Form 18a General Tenancy Agreement.

It is an offence under the RTRA Act to fail to comply with a repair order unless you have a reasonable excuse.

Retaliation

From 1 October 2022, if:

- the tenant takes any action to enforce its rights under the Form 18a General Tenancy Agreement, including, for example:
 - issuing a Notice to Remedy Breach to you;
 - requesting repairs and maintenance to the property or inclusions;
 - requesting reimbursement from you for emergency repairs the tenant has properly incurred; or
 - applying to QCAT for an order under the RTRA Act;
- you or your property manager are aware that the tenant has complained to the RTA (or another government entity);
- a QCAT order is in force in relation to you and the tenant;

and you:

- issue a Notice to Remedy Breach to the tenant for anything other than failure to pay rent for 7 days; or
- increase the rent payable under the tenancy agreement; or
- take action to end the tenancy agreement; or
- refuse to enter into a further tenancy agreement with the tenant at the end of the current agreement;

the tenant may apply to QCAT for an order setting aside your action if the tenant believes the action was taken to *intimidate or punish* them for their actions outlined above. The tenant must apply to QCAT within one month of becoming aware of your actions.

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