

Repair orders

The *Residential Tenancies and Rooming Accommodation Act 2008* (the Act) is the law that governs renting a residential property in Queensland. This fact sheet contains information and a summary of how the Act applies but should not be relied on as legal advice for specific residential tenancies.

For ease of reading, the term managing parties includes lessors, lessor's agents, property owners, property managers and accommodation providers.

Overview

For issues around repairs and maintenance, the Residential Tenancies Authority (RTA) encourages tenants and managing parties to first attempt self-resolution by talking to each other and negotiating a feasible and realistic timeline for action. If self-resolution has been attempted and/or is successful, the right to issue a [Notice to remedy breach](#) (Form 11) remains to help formalise the agreement or request for repairs.

From 1 October 2022, tenants also have the option to apply for a repair order from the [Queensland Civil and Administrative Tribunal](#) (QCAT) for routine and emergency repairs. A repair order ensures that managing parties take action to address repairs to a rental property and its inclusions in a timely manner.

Repair orders apply to all types of tenancy agreements, except moveable dwelling short tenancy and rooming accommodation agreements.

What is a repair order?

A repair order is an order made by QCAT about addressing routine or emergency repairs that are needed to the rental property or its inclusions.

A repair order will continue to apply to the rental property until it is complied with and does not expire with the ending of any particular residential tenancy agreement or ownership. This means a repair order can still be in place even though the tenancy, during which the repair order was made, has ended, or even if the property is sold.

QCAT will provide a copy of the repair order made and any time extensions granted to the RTA. Non-compliance with a repair order is an offence under the Act and will be investigated by the RTA.

What are routine and emergency repairs?

Under the Act, emergency repairs refer to any of the following:

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

All other repairs are considered routine repairs.

For emergency repairs

To assist in addressing emergency repairs, the residential tenancy agreement must state:

1. the name and phone number of the nominated repairer, and
2. whether the nominated repairer is the first point of contact to be notified of the need for emergency repairs.

If the managing party wishes to be the first point of contact to be notified about emergency repairs needed and arrange for emergency repairs to be made, they may provide their phone number in the tenancy agreement.

Addressing emergency repairs and related payment

The tenant or property manager can arrange for a suitably qualified person to carry out emergency repairs to a maximum value of four weeks rent.

- If the property manager arranges to carry out emergency repairs, the property manager may make deductions up to the cost of the repairs from the paid rent, before transferring the remainder to the property owner's account.
- If the tenant pays for repairs, the tenant needs to provide all receipts to the property owner/manager who must reimburse them within seven days.
- The tenant may also request the managing party pay for repairs directly.

The tenant may make an urgent application to QCAT for a repair order if any of the following applies:

- the tenant has not been able to notify the nominated repairer or the managing party about the need for repairs
- the emergency repair was not made within a reasonable time after the tenant notified the managing party or nominated repairer
- the tenant is unable to arrange for a suitably qualified person to carry out emergency repairs themselves.

For routine repairs

If the tenant knows the property or its inclusions have been damaged, they must notify the managing party as soon as practicable of the damage and try to reach an agreement on a reasonable timeframe to carry out the repairs.

The tenant may issue the managing party a [Notice to remedy breach](#) (Form 11) to formalise discussions and their request after attempting to resolve the issue, and allow them a minimum of seven days to take action.

If the repair is not made within a reasonable time after the managing party was informed, the tenant can request free RTA dispute resolution via [RTA Web Services](#) or by submitting a paper [Dispute resolution request](#) (Form 16). If the matter remains unresolved, the tenant can apply to QCAT for a repair order within six months.

About repair orders

Repair orders made will be attached to the rental property, and not to a specific tenancy or owner.

In granting a repair order, QCAT will consider:

- if the parties followed the correct process in dealing with the issues related to routine repairs and emergency repairs
- the conduct of the property owner/manager
- the risk of injury to a person at the premises that is likely to be caused by the damage
- the loss of amenity caused by the damage
- any other matter QCAT may consider relevant.

The repair order made by QCAT may include:

- any order or direction about the repair QCAT considers appropriate in the circumstances
- that the premises not be occupied until repairs are completed, if the premises is vacant
- what is, or is not, to be repaired
- a due date by which the property owner/manager must carry out the repairs
- whether the tenant may arrange for a suitably qualified person to carry out the repairs for an amount decided by QCAT
- who may pay for the repairs
- whether the tenant may pay a reduced rent until the repairs are carried out to the standard decided by QCAT
- compensation to the tenant for loss of amenity
- whether a suitably qualified person must assess the need for repairs or inspect the premises or inclusions
- whether the residential tenancy agreement will be terminated if the repairs are not completed by the due date.

The parties to the repair order are responsible for obtaining all key information and details from QCAT in relation to the repair order, such as the standard or quality of the repairs and whether the property owner/manager will be able to perform or to conduct the repair order themselves.

Complying with a repair order – time extensions and entry

Requesting a time extension

If the property owner/manager believes the repair order cannot be completed by the due date stated, the lessor/agent should make an urgent application to QCAT for a time extension prior to the due date of the repair order, to avoid non-compliance.

For a time extension to be granted, QCAT must be satisfied that the property owner/manager is unable to complete the repair order before the due date for any of the following reasons:

- hardship
- a shortage of a material necessary to make the repairs
- the remote location of the premises which is causing the property owner/manager difficulty in accessing a material necessary to make repairs, or engaging a suitably qualified person to make the repairs.

Entry to the property

If the property owner/manager or the arranged tradesperson needs to enter the property to comply with a repair order for routine or emergency repairs, the tenant must be given the appropriate notice period using an [Entry notice](#) (Form 9).

Accessing RTA forms

The RTA's forms can be obtained electronically or in person via:

- rta.qld.gov.au
- 1300 366 311 (Mon – Fri: 8.30am – 5.00pm)
- Level 11, Midtown Centre, 150 Mary Street, Brisbane



Other languages: You can access a free interpreter service by calling the RTA on 1300 366 311 (Monday to Friday, 8:30am to 5:00pm).

Further information

For more information contact the Residential Tenancies Authority.



rta.qld.gov.au



1300 366 311



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Disclaimer:

This fact sheet is prepared for information only. The Residential Tenancies and Rooming Accommodation Act 2008 is the primary source on the law and takes precedence over this information should there be any inconsistency between the Act and this fact sheet.

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