



Your Rental Home and Climate Related Damage

Q: I rent my place, and it has been damaged in a disaster. How do I get urgent repairs done?

A: Urgent repairs include serious flood, storm or fire damage, as well as any fault or damage that makes your home unsafe.

For the full list of urgent repairs, visit the Consumer Affairs Victoria website at consumer.vic.gov.au/urgent-repairs.

Notify your landlord or agent in writing as soon as you become aware that urgent repairs are needed.

If you have taken reasonable steps (i.e., followed up on the request and used the emergency contact number provided by the landlord or agent) and the landlord or agent fails to carry out the requested urgent repairs, you can arrange them yourself.

If this happens, the landlord must repay the reasonable cost of the repairs, up to \$2,500. If the repairs will cost more than \$2,500 or you cannot afford them up front, you can apply to VCAT to require the landlord to complete the urgent repairs. Speak to Allied Justice if you want to do this.

If you carry out the urgent repairs yourself, keep receipts and give the landlord 7 days' written notice of the repairs and the cost. If you are not reimbursed within 7 days, you can apply to Rental Dispute Resolution Victoria for assistance.

Q: What about non-urgent repairs?

A: If you need a non-urgent repair and can continue to live safely on your property in the interim, you should notify your landlord of the repair.

If the landlord does not fix the issue within 14 days, you can apply to Consumer Affairs Victoria for an inspection and report, to Rental Dispute Resolution Victoria for assistance, or directly to VCAT to require the landlord to complete the non-urgent repairs.

Keep records of what is damaged, how it was caused, and your attempts to ask the landlord to fix the issue.

Allied Justice

 FREECALL 1800 466 488  help@alliedjustice.org.au

 5 Chancery Lane, Ballarat, VIC 3350 | 91A Wilson Street, Horsham, VIC 3400

Q: The home is uninhabitable due to a climate event; can I end the lease or agreement?

A: If your home is unfit for human habitation (e.g., its structural integrity is compromised, it is contaminated, or you are likely to be injured) or destroyed, either totally or to the point of being unsafe, you can end your lease.

To do this, you must first give your landlord a notice of intention to vacate, stating that you intend to move out immediately. If you do so, you should not be required to pay ongoing rent or a lease break fee.

If the house is still habitable but you want to leave, you can give a standard 28-day notice of intention to vacate. However, the landlord may seek to recover a lease break fee. You can also negotiate an agreement with your landlord to end your lease. In this case, ensure that any agreement states you are not required to pay break-lease fees.

Q: I live in a boarding house or a caravan park; do I have similar rights?

A: Yes. Similar rights apply to both urgent and non-urgent repairs and to lease terminations, but there are some important differences.

If you live in a boarding house or caravan park and there is no immediate danger to your health or safety, but you can still use other facilities in the communal areas, you might not be able to organise repairs yourself and recover their costs. If you decide to terminate your lease and want to leave before the date specified in the notice of intention to vacate, you will still need to pay rent.

Other general tips

- Communicate in writing and keep copies of notices, reports, follow-ups and invoices.
- Use a qualified tradesperson and retain compliance certificates.
- Consider contacting your local Council or seeking advice from Allied Justice before you begin any work.

This fact sheet applies only to Victoria.

This material does not replace legal advice. Laws can change. If you are unsure, seek advice from Allied Justice.

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