



Major damage to your rental property

Information for landlords

Landlords can get information about their rights and responsibilities from Consumer Protection. Common questions are answered below and contact details are on this factsheet.

Common questions

My rental property was destroyed. How can I end the lease?

If the property was destroyed or is unfit to live in, the lease has effectively ended.

The most practical approach is to issue the tenant with a notice to immediately vacate the property.

Alternatively, you can agree with the tenant and sign documentation to end the lease and repay the bond in the normal way.

Do I have to provide the tenant with alternative accommodation?

You are not legally obliged to do so; your responsibilities end with the termination of the tenancy. However, you may choose to provide assistance.

What do I need to do if the house requires urgent repairs?

Issues relating to the property's essential services of electricity, gas, water including supply of hot water, functioning refrigerator if provided with the property, and sewerage, septic tank or other waste water management, are considered to be urgent repairs. The remedy action to these issues must be initiated within 24 hours of being advised of the issue.

If the issue will expose a person to injury, damage the property or cause the tenant undue hardship, these are also considered to be urgent repairs and you must initiate works within 48 hours of being notified.

If you fail to take any action, the tenant can serve a notice to you for the repairs to be carried out as soon as practicable.

With the urgent repairs, tenants can employ a suitably qualified repairer to carry out works to fix the issue to the minimum standard, if they cannot reach you to

advise you of the issue or you fail to take action to initiate the works when notified.

The tenant must be reimbursed for any reasonable expense incurred in arranging those repairs.

For general repairs (i.e. non urgent repairs), you should have the issue assessed and initiate the works to remedy the situation as soon as possible.

Am I responsible for cleaning debris caused by a disaster?

Yes. You are responsible for maintaining the property, including cleaning or clearing any debris caused by a disaster.

Before arranging cleaning, contact the local authorities, such as the emergency services, who may already have a cleaning program in place.

The tenant is only responsible for any cleaning that arises from their use of the property.

When engaging cleaning and repair services, be wary of travelling comen posing as tradespeople – see the warning below.

Am I responsible for arranging for services to be restored?

If a utility service has been cut off because of damage to the property, you are responsible for repairing the property so the service can be restored.

If there is no damage to the property, the tenant must contact the utility company and arrange for services to be restored.

Should I reduce the rent because the property has been damaged?

If a disaster has caused damage to property facilities such as the garage, swimming pool, sheds or outbuildings, you should consider reducing the rent.

In these circumstances, the tenant has the right to apply to the Magistrates Court to assess whether a reduction is reasonable.

Can I claim all or part of the bond to cover damage caused to my rental property by a disaster?

No. You can only claim bond money at the end of a tenancy for the cost of repairs or cleaning due to the tenant causing damage or leaving the property in an unclean state.

Do I need to compensate the tenant for their possessions that were destroyed or damaged in this disaster?

Normally, a tenant is responsible for their own contents insurance.

Unless the landlord can be shown to be negligent, the tenant will bear the cost of damage to their possessions.

Can I inspect the damage to my rental property?

If your property has been destroyed or damaged so that it is unfit to live in, you can inspect it at any time, as long as you have the permission of local authorities.

You should contact the police or emergency services before travelling to a disaster area.

The usual arrangements for inspections apply if your property is still leased and the tenants are living there. You can inspect the property provided you give the tenant appropriate notice.

Warning – travelling conmen

Travelling conmen and unlicensed traders target disaster-affected areas, offering cheap, cash-only repairs to roofs, driveways and fences.

If you take up such offers, you run the risk of:

- substandard work;
- being left out of pocket if the trader disappears before finishing the job;
- being unable to contact the trader once they have been paid; and
- paying more to have a legitimate tradesperson repair shoddy work.

Before you employ a tradesperson:

- contact your insurer first, to check your policy and find out whether you are covered;
- ask around for suitable tradespeople;
- check their credentials;
- get quotes;
- do not pay in full up front;
- avoid tradespeople who give only mobile numbers and first names. You may not be able to contact them if there is a problem;

- be wary of door-to-door offers - get proof that the tradesperson is offering the deal legally and appropriately; and
- check with your local council whether a building permit or other approval is needed for the repair work.

Ask for a tradesperson's full name and practising number so you can check it with the relevant state authority. Consumer Protection can help you find the right organisation.

For trades that do not require registration, ask the tradesperson for the membership number of their professional association. Members of such organisations will satisfy the association's membership criteria, which usually includes insurance and working to professional codes of ethics.

To report travelling conmen, contact Consumer Protection on 1300 304 054.

Special laws for emergency repairs

Businesses can approach consumers and supply urgent goods and services after a natural disaster in some circumstances, without complying with all unsolicited sales requirements – for example, door-to-door sales requirements.

These emergency repair contracts can be used when:

- the supplier doing the work has a relevant state, territory or national licence to do the work - for example, a building or contractor's licence; or
- the contract is only for repairs required because of the disaster, and the property is in a state of emergency declared by the Commonwealth or WA State Government.

the repairs are only to:

- rectify a hazard or potential hazard on the person's property;
- protect the health and safety of persons on the property; and
- prevent substantial damage to the person's property.

In such cases, the business:

- does not have to give or notify the consumer of the 10-business-day cooling-off period; and
- can provide the goods or services under the contract and accept payment with 10 business days.

A trader must not call on a consumer:

- before 9am or after 6pm, Monday to Friday;
- before 9am or after 5pm on Saturday; or
- on a Sunday or public holiday.

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**Department of Mines, Industry
Regulation and Safety**

Consumer Protection:

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Regional Offices

Goldfields/Esperance	(08) 9021 9494
Great Southern	(08) 9842 8366
Kimberley	(08) 9191 8400
Mid-West	(08) 9920 9800
North-West	(08) 9185 0900
South-West	(08) 9722 2888

National Relay Service: 13 36 77

Quality of service feedback line: 1800 304 059

Translating and Interpreting Service (TIS) 13 14 50

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