



# Major damage to your rental property

## Information for tenants

***Consumer Protection can help with renting questions – contact details are provided on this factsheet.***

### Common questions

#### **The house has been destroyed. What happens to my lease?**

If the house has been destroyed or is unfit to live in, you can:

- approach the landlord to reach an agreement to end the lease; or
- give your landlord a notice of intention to immediately end the lease.

The most practical approach is to give notice to your landlord or their agent.

If you have documentation from the landlord or their agent agreeing that the tenancy has ended, you are not required to give notice.

#### **I can still live in the house but I don't want to.**

If the house is still intact but you no longer wish to live there, you must negotiate with the landlord to end the lease. Any agreement must be confirmed in writing between the parties.

If the landlord does not agree to terminate the lease, you can end a periodic (month-by-month) lease by giving the landlord or their agent a 21-day written notice of intention to vacate.

If you wish to end a fixed term lease before the expiry date and the landlord does not agree, you can seek an order through the Magistrates Court for the termination under a relevant section of the legislation.

You may be required to compensate the landlord for out of pocket expenses associated with the early termination of the lease, including lost rent, re-advertising costs and any re-letting fee.

If there is a dispute, contact Consumer Protection.

#### **I can still live in the house but it needs repairs. What can I do?**

Contact your landlord or the agent as soon as possible after the issue has been found.

For general repairs, the landlord should have the issue assessed and initiate the works to remedy the situation as soon as possible.

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 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 you undue hardship, these are also considered to be urgent repairs and the landlord must initiate works within 48 hours of being notified.

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

With the urgent repairs, you can employ a suitably qualified repairer to carry out works to fix the issue to the minimum standard, if you cannot reach the landlord to advise them of the issue or they fail to take action to initiate the works when notified.

Please be aware that there may be delays: it may be difficult to get tradespeople to your home as many properties may need repair after a disaster.

Avoid employing tradespeople who contact you out of the blue offering to complete work at cheap rates – see the warning about travelling conmen below.

**The house has been destroyed or damaged – does my landlord have to provide me with alternative accommodation?**

No, your landlord does not have to help you find alternative accommodation. If they do, it is an act of goodwill. The landlord is not liable for any of your relocation costs.

**I am still paying rent through direct debit even though the house is not liveable. What should I do?**

Contact your landlord, their agent or financial institution and ask for the direct debit to be cancelled.

If this is unsuccessful or you cannot find their details, contact Consumer Protection.

**Am I entitled to a refund of my bond?**

Whatever way the lease ends, your landlord should finalise the tenancy and repay the bond in the normal way.

You should expect a refund of the bond, less any mutually agreed expenses incurred by the landlord to clean or repair the property.

**My rental property was not destroyed or damaged. Who is responsible for cleaning away the debris?**

Emergency services may already have a cleaning program in place - contact your disaster relief centre for advice.

If there is no cleaning program, the landlord is responsible. This includes clearing debris from the external part of the property and the garden area.

If the property is dirty because of the disaster, and it is unreasonable for you to clean it, the landlord may arrange for professional cleaning.

**The property's sheds and outbuildings have been destroyed. Can I get a rent reduction?**

If damage to the property caused by a disaster has reduced the facilities available, you should negotiate with the landlord or their agent to reduce the rent. If you are unsuccessful, you can apply to the Magistrates Court for an assessment of what is fair rent in the circumstances.

**There are no utilities or services at my house. What should I do?**

The utility supplier should be able to tell you when they expect to restore your service.

Sometimes damage to the property cuts off a utility supply. Your landlord is responsible for repairing this damage so that the supply can be restored.

**Warning – travelling conmen**

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

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.

For trades that do not require registration, ask the tradesperson for the membership number of their professional association.

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, state or territory 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 within 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.

Date of effect: February 2018

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

**Consumer Protection:**

**1300 304 054**

Gordon Stephenson House  
Level 2, 140 William Street  
Perth Western Australia 6000  
Website: [www.dmirs.wa.gov.au](http://www.dmirs.wa.gov.au)  
Email: [consumer@dmirs.wa.gov.au](mailto:consumer@dmirs.wa.gov.au)

**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**

**This publication is available in other formats  
on request to assist people with special needs.**

