# Detailed Reference Guide 22: Timeframe for renter to reimburse rental provider for cost of damage repairs

This reform starts on 29 March 2021.

## New requirements

A rental provider may give a repair notice to a renter if the renter has caused damage to the rented premises, and a breach of duty notice has not been given.

The repair notice will either:

* require the renter to repair the damage at the renter’s expense within 14 days after the notice (and if it is not repaired within 14 days in a proper and tradesman-like manner, the rental provider may repair the damage at the renter’s expense); or
* notify the renter that the rental provider is undertaking the repairs at the renter’s expense as soon as practicable after giving the notice.

If the rental provider undertakes repairs referenced in the repair notice, the renter is liable for the reasonable cost of repairs. The renter must reimburse the rental provider within 14 days of receiving details of the cost of repairs from the rental provider.

If the renter is experiencing hardship they may give written notice to the rental provider that they require an additional 14 days to reimburse the rental provider. Proof of hardship must be provided by the renter if the rental provider requests proof.

If the rental provider does not agree to allow the renter additional time to reimburse the cost of repairs, the renter may apply to VCAT for an extension to the 14-day period if they are unable to reimburse the rental provider before the end of the 14-day period.

## Previous requirements

Previously, the Act did not specify the timeframe in which the renter was required to repay the rental provider for the cost of the damage repairs.

## Relevant legislation in the *Residential Tenancies Act 1997*

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| 78 | Residential rental provider may give renter repair notice |
| 79 | Residential rental provider may do repairs and renter liable for costs |

Note: This was Reform 48 in the Fairer Safer Housing review.