

Rental maintenance issues - understand your rights and responsibilities

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Navigating the ins and outs of a rental agreement can be tricky - especially when it comes to maintenance and repairs. Both tenants and landlords should take careful consideration of their rights and responsibilities before placing their signatures on the dotted line.

The law is fairly open ended as far as the maintenance and repairs section of a rental agreement is concerned. It states simply that a landlord is required to maintain the property such that it is fit for the purpose for which it was let.

What exactly does that mean? Well, this generally relates to the general fixtures and fittings that must be maintained in a workable condition; things such as a functional geyser that produces hot water, doors that lock and a stove that works. This will not usually apply if the required maintenance or repairs in question are a direct result of the tenant's negligence.

Read your lease agreement carefully

The tenant and landlord's respective responsibilities are subject to differ based on what has been signed in the lease agreement. Always make sure that you read your lease agreement carefully and remember anything that you agree to must be put down in writing, otherwise it will not hold as far as the law is concerned.

Furthermore, there are a great many aspects of property maintenance to take into consideration; things you might never have contemplated until now, so be prepared. Insurance issues are a good example of this. For instance, if the building should flood and the carpets are ruined, then it is usually the obligation of the landlord's insurance to pay out. On the other hand, the tenant needs to be insured for the damage caused to furniture and the like.

Additional complications come in the form of properties let within complexes where the body corporate is responsible for the maintenance of outside facilities. This can be extremely frustrating for both landlord and tenant as, essentially, neither party can move forward without the co-operation of the body corporate.

It is not unusual for tenants to get caught unawares, suddenly finding themselves responsible for the repair of something, such as a gate motor, which can be quite costly and becomes a most unwelcome and unexpected expense. Always make sure that you read your lease agreement carefully before signing.

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