

**MAINTENANCE REQUEST FORM**

**To The Market Place Realty**

**FAX : 9345 5461 Suite 1, 230 Main Street, Osborne Park WA 6017**

**Postal Address: P O Box 50 Osborne Park 6917**

**DIRECT PHONE LINE FOR AFTER HOUR EMERGENCIES: 0423 220 990**

**EMAIL ADDRESS DEDICATED FOR MAINTENANCE AND AFTER HOURS.**

**[maintenance@marketplacerealty.com.au](mailto:maintenance@marketplacerealty.com.au)**

From ( Tenant/s  
name) \_\_\_\_\_

Address of  
Property \_\_\_\_\_  
\_\_\_\_\_

Daytime Phone  
Numbers \_\_\_\_\_

Maintenance Request (Please be specific with Description)  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Is this problem an emergency ? Yes/No

Has a similar problem occurred before ? Yes/No

If Yes, please provide details

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Have you made any attempt to rectify ? Yes/No

If Yes, please provide details

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

If this is a stove, oven or hot water system, is it Electric or Gas

Brand, Please

specify? \_\_\_\_\_

\* PLEASE NOTE: If a maintenance contractor is called and the problem is found to be a usage problem or one of your appliances is faulty, YOU WILL BE RESPONSIBLE FOR THE SERVICE CHARGE.

Please ensure your contact numbers are correct for the maintenance contractor/s to contact and arrange a mutual time for attendance, if the contractor is unable to contact you, please confirm if you are in agreement for the trades to access via office set of keys. YES  NO

If a firm arrangement regarding access for any tradespeople are not kept by you, the service charge for calling the tradesperson will be automatically passed on to you for payment.

Please note New Legislation as per 01 JULY 2013, copy attached, the legislation states FOR URGENT REPAIRS WE HAVE to **MAKE ARRANGEMENTS FOR THE REPAIR TO BE CARRIED OUT AS SOON AS PRACTICABLE.** (not necessarily have repaired) within the 24/48 hours upon notification depending on essential urgent or non- essential.

I/We have read and understand the conditions of this Maintenance Request Form.Tenant/s Signature/s

\_\_\_\_\_

Dated \_\_\_\_\_

## URGENT REPAIRS

### Cleanliness and Repairs

An owner shall provide and maintain premises in a reasonable state of repair and comply with all buildings, health and safety laws (s.42)

### Urgent Repairs

Tenant must give notice to owner of the repair and intention to incur expense. Owner shall compensate tenant for any reasonable expenses incurred by the tenant in making urgent repairs. Examples of urgent repairs included in Schedule 2.

In addition to existing obligations:

- the lessor can disclose a fixture or chattel as not functioning before the agreement was entered into; and
- the lessor does not need to repair a fixture or chattel the tenant could not reasonably have expected to be functioning (s.42).

Tenant shall notify the lessor as soon as practicable about the urgent repair, and the lessor shall ensure the repairs are carried out as soon as practicable.

**Anything that exposes the tenant to injury, damage or undue hardship, including loss of essential services must be arranged (not completed) to be fixed by the lessor within 24 hours.**

**Any other urgent repairs need to be arranged within 48 hours (s43). A list of essential services for the purpose of s43 is attached and a final version will be included in the Amendment Regulations.**

If, within the prescribed period, the tenant cannot contact the lessor, or the lessor fails to make arrangements for the repairs to be carried out as soon as practicable, the tenant may arrange for the repairs to be made to the minimum extent necessary with a suitable repairer. The lessor must reimburse the tenant for any reasonable costs. If the lessor is not contactable or fails to make the necessary arrangements for essential repairs, the tenant can arrange a suitable repairer to make repairs compensation as soon as possible where tenant sees to repairs s43.

## URGENT REPAIRS (S.43)

Essential Services for the purpose of Section 43 of the Act:

- Blocked or broken toilet; if it is the only remaining functioning toilet on the premises
- Blocked or broken sewerage system
- Burst water service (water mains)
- A serious roof leak
- A gas leak
- A dangerous electrical fault
- Flooding or serious flood damage
- Serious storm, impact or fire damage
- A failure of gas, electricity or water supply to the premises that is not a direct result of a fault that is the responsibility of the utility provider
- The failure or breakdown of any service essential for hot water.
- The failure of a refrigerator supplied with the premises
- A fault or damage likely to cause injury to person or property
- A serious fault in any door, staircase, lift or other common area that inhibits or unduly inconveniences the tenant in gaining access to and use of the premises.