

Example for part 4 – Reason for notice – on ‘Notice of breach of duty to residential rental provider’ form

4 Reason for notice

A notice of breach of duty must be in writing and:

- specify the breach; and
- give details of the loss or damage, if any, caused by the breach; and
- require the person, within the required time after receiving the notice, to remedy the breach if possible and to compensate the person to whom the duty is owed, if the breach has resulted in loss or damage to that person.

The resident should refer to page 6 for the reasons to give the form, choose the relevant reason and section number required under the Act, copy it in the box below and add the required detail. The resident must explain why the notice has been given. It is not enough to just quote from the Act. There must be enough information for the rental provider to understand why the notice has been given. Information to help explain the reasoning behind the notice has been provided on page 6.

I believe you have breached your duty as a rental provider because:

67–not allowed quiet enjoyment

You have not taken all reasonable steps to ensure that I have quiet enjoyment of the premises.

68(1) and (4)–not in good repair

You have not provided and maintained the premises in good repair and in a reasonably fit and suitable condition for occupation and/or you have not used a suitably qualified person to carry out repairs or works.

Since 1 June 2021 the gas heater in the lounge room has been broken, not staying lit for more than 10 minutes without going out. I have asked for this to be fixed several times. I reported the problem on 1 June 2021 by email. Then I called to follow up on 4 June 2021 and again on 10 June 2021. I sent another email asking for this to be fixed on 1 July 2021 and called 3 more times in July, on 5 July 2021, 17 July 2021 and 28 July 2021. I even sent a video showing the problem with my emails which clearly shows the heater is not working. The heater was not fixed until 1 August 2021, 2 months after I first reported the problem.

The loss or damage (if any) caused is:

For the 2 months the heater was broken, my family and I have been extremely cold, being the middle of winter. We have had to use other heating methods to try to keep warm, including having to buy a portable heater, which is expensive to run and does not provide the same heat the gas heater would if it were working. Because of the heater not working we cannot fully enjoy our home in the way we should be able to.

Compliance and compensation (if any) required

I require you to remedy the breach within: *(renter to circle appropriate breach and timeframe)*

Relevant breach	Timeframe
s 67 (quiet enjoyment)	7 days
All other breaches under this Notice	14 days

after receiving this notice by: *(describe what the rental provider needs to do to remedy this)*

*I want the rental provider to pay me compensation for the time the heater was not working, including:
\$100 for a heater and electric blankets
\$150 for increased electricity costs
\$641.72 for loss of quiet enjoyment*

AND pay me compensation of: (\$)

\$891.72

Note: You can only claim compensation for your loss and damage suffered and provide evidence to support it.

You must not commit a similar breach again. If you do not comply with this notice the renter may apply to the Victorian Civil and Administrative Tribunal (VCAT) for a compensation or compliance order or, if s 91ZF (successive breaches by rental provider) applies, may give notice of intention to vacate.

Is documentary evidence attached?

No

Yes - provide details of the evidence attached (e.g. receipts, photographs)

Copies of the emails sent to the agent

A screenshot of all the calls I made to the agent

A video showing the problem with the heater

A receipt for the heater we had to buy

A copy of our electricity bill for this winter, which includes a graph that shows how much more electricity we used this winter compared to last winter