



November 2007



## Disclaimer

While everything practicable has been done to ensure the accuracy of information in this guide, no liability is accepted for any loss or damage whatsoever attributable to reliance upon any of that information. Nothing in this guide should be taken to displace the need to seek professional advice.

If you need interpreting help, telephone: Translating and Interpreting Service - 131 450

## A Message from the ACT Attorney General, Simon Corbell MLA



It is a great pleasure to introduce this updated edition of 'Write It - Right It'.

As the name suggests, this publication is designed to empower consumers to initiate an explanation and rectification of problems they encounter in a variety of common situations.

Consumers can feel very frustrated when a product they purchase or a service they engage fails to perform adequately or does not provide the benefits they expect. Sometimes people are loath to pursue an explanation or redress because they fear doing so will cause acrimony or embarrassment.

I believe that if you use the material in 'Write It - Right It' as the model for initiating your inquiry or complaint, you will be on the way to quickly resolving your issue in a courteous and dignified fashion that minimises the prospect of acrimony or unpleasantness.

In closing, I would like to reiterate the advice of the Office of Regulatory Services that people should take their time and do their planning for significant purchases. Many problems for consumers arise when a product has been purchased impulsively, and it is soon discovered that perhaps it was not the best or most suitable option available.

I commend 'Write It - Right It' to you.

A handwritten signature in black ink, appearing to read 'S. Corbell'. The signature is stylized and fluid, with a long horizontal stroke extending to the right.

Simon Corbell MLA  
Attorney General



# TABLE OF CONTENTS

A Message from the ACT Attorney General, Simon Corbell MLA.....	i
TABLE OF CONTENTS.....	iii
INTRODUCTION.....	1
THE COMPLAINT PROCESS.....	2
HANDLING THE COMPLAINT YOURSELF .....	2
ACT OFFICE OF REGULATORY SERVICES (ORS) .....	2
SMALL CLAIMS COURT (SCC) .....	3
COMPLAINTS AGAINST GOVERNMENT AGENCIES .....	3
COMMENDATIONS.....	4
WHY PUT IT IN WRITING?.....	4
WHAT TO INCLUDE.....	4
LETTER OF COMMENDATION (example only).....	5
DISSATISFACTION/COMPLAINTS .....	6
WHY PUT IT IN WRITING?.....	6
YOUR RIGHTS AND OBLIGATIONS .....	6
WHAT TO INCLUDE.....	6
LETTER EXPRESSING DISSATISFACTION (example only) .....	7
REFUNDS.....	8
WHY PUT IT IN WRITING ? .....	8
YOUR RIGHTS AND OBLIGATIONS .....	8
WHAT TO INCLUDE.....	8
REQUEST FOR REFUND (example only) .....	9
INCOMPLETE/UNSATISFACTORY SERVICES .....	10
WHY PUT IT IN WRITING?.....	10
YOUR RIGHTS AND OBLIGATIONS .....	10
WHAT TO INCLUDE.....	10
INCOMPLETE/UNSATISFACTORY SERVICES - LETTER OF DEMAND (example only) .....	11

CANCELLING A LAY-BY AGREEMENT .....	12
WHY PUT IT IN WRITING? .....	12
YOUR RIGHTS AND OBLIGATIONS .....	12
WHAT TO INCLUDE .....	12
REQUEST TO CANCEL A LAY-BY AGREEMENT (example only) .....	13
 CANCELLING A DOOR-TO-DOOR SALES CONTRACT .....	 14
WHY PUT IT IN WRITING .....	14
ADVICE CANCELLING A DOOR-TO-DOOR SALES AGREEMENT OR CONTRACT (example only) .....	15
 UNSATISFACTORY/UNAUTHORISED MOTOR VEHICLE REPAIRS .....	 17
WHY PUT IT IN WRITING? .....	17
YOUR RIGHTS AND OBLIGATIONS .....	18
WHAT TO INCLUDE : .....	18
UNSATISFACTORY/UNAUTHORISED MOTOR VEHICLE REPAIRS (example only) .....	19
 TERMINATING A MOTOR VEHICLE SALES AGREEMENT IN THE COOLING-OFF PERIOD .....	 20
WHY PUT IT IN WRITING? .....	20
YOUR RIGHTS AND OBLIGATIONS .....	20
WHAT TO INCLUDE : .....	20
TERMINATING A MOTOR VEHICLE SALES AGREEMENT IN THE COOLING-OFF PERIOD (example only) .....	21
 LEAVING A RENTED PROPERTY .....	 23
WHY PUT IT IN WRITING? .....	23
 BREAKING A TENANCY AGREEMENT .....	 24
RIGHTS AND OBLIGATIONS .....	24
WHAT TO INCLUDE: .....	24
LETTER OF ADVICE BREAKING A TENANCY AGREEMENT (example only) .....	25
 TERMINATING A TENANCY AGREEMENT .....	 26
RIGHTS AND OBLIGATIONS .....	26
WHAT TO INCLUDE: .....	26
LETTER TERMINATING A TENANCY AGREEMENT (example only) .....	27

TERMINATING A FIXED TERM TENANCY AGREEMENT OR A PERIODIC TENANCY AGREEMENT .....	28
RIGHTS AND OBLIGATIONS .....	28
WHAT TO INCLUDE.....	28
LETTER ENDING A FIXED TERM TENANCY AGREEMENT OR A PERIODIC TENANCY AGREEMENT (example only) .....	29
BREACH OF QUIET ENJOYMENT PROVISIONS .....	30
WHY PUT IT IN WRITING?.....	30
YOUR RIGHTS AND OBLIGATIONS .....	30
WHAT TO INCLUDE.....	30
IMPORTANT POINTS TO REMEMBER: .....	30
BREACH OF QUIET ENJOYMENT - LETTER OF REQUEST (example only) .....	31
REPAIRS OR MAINTENANCE ON A RENTAL PROPERTY .....	32
WHY PUT IT IN WRITING?.....	32
YOUR RIGHTS AND OBLIGATIONS: .....	32
WHAT TO INCLUDE:.....	32
IMPORTANT POINTS TO REMEMBER: .....	32
REQUEST FOR REPAIRS/MAINTENANCE (example only).....	33
USEFUL CONTACTS.....	34



### INTRODUCTION

There are many occasions when buyers and traders need to communicate with each other.

Usually the purpose of making contact will be to clarify an issue or raise a matter that concerns either party. There may be occasions where the parties make contact to express their satisfaction about a service or to maintain a good relationship with a customer.

The purpose of 'Right It - Write It' is to provide you with examples of letters that can be used in a range of situations. These examples are valuable, showing the type of information that should be included and the requests or demands that can be made.

By all means use your own writing style, but make sure the critical information is included in a clear and simple fashion.

When you communicate about a problem the most important thing to do is avoid inflammatory statements or unfounded accusations. A letter should allow both parties to be informed of a situation and to assess and address the situation in a calm and measured fashion.

An insulting and accusatory letter will only inflame any existing problems and reduce any likelihood of the issue being resolved.

And finally, when a problem arises, the objective of both parties is to find a *reasonable outcome*. A reasonable outcome does not include claims for compensation for the loss of amenity or emotional distress.

# THE COMPLAINT PROCESS

Making a complaint does not need to be a stressful process. If you establish in your own mind the steps that you will take, determine a reasonable outcome that will satisfy you, and acknowledge that a trader may need some time to deal with your concerns, then you have already removed many of the frustrations and occurrences that make the complaint process unpleasant.

## HANDLING THE COMPLAINT YOURSELF

Many complaints can be resolved by a simple phone call to the trader, explaining the problem and the reason you are dissatisfied. If you are unable to contact them by phone, you may try visiting the store in person. Before you actually go in, however, it's best to get a few things together.

If you want to return goods, proof of purchase will be needed. The easiest and most common form of proof of purchase is a receipt. Any other documentation you have relating to the sale can also be helpful. Finally, it is important that you spend a few moments clarifying in your own mind exactly what you would like to happen.

Try speaking to the person who sold you the goods initially. If they cannot help, ask to see the manager. It is important to stay calm as an outburst or tantrum will generally make matters worse and reduce the chance of the problem being resolved.

If you cannot make direct contact with the owner or manager of the business, or if talking to them did not resolve the issue, you should write a letter to them explaining your problem and suggesting a solution.

If this action does not resolve your problem you can seek assistance from either the Office of Regulatory Services (ORS) or another appropriate consumer support organisation.

You are also able to take the matter directly to the Small Claims Court (SCC).

## ACT OFFICE OF REGULATORY SERVICES (ORS)

The ORS promotes fair trading between consumers and traders in the ACT. Both consumers and traders are provided with free information and advice to assist them to resolve consumer matters.

In particular, the ORS provides consumers with information about their rights and assists them in resolving disputes. The Office investigates formal complaints from consumers and negotiates between consumer and trader in order to resolve them.

ORS officers inform traders of the law but cannot force them to comply with it. However, through mediation the ORS succeeds in obtaining a reasonable outcome for consumers in more than 60% of the cases handled.

Traders who consistently infringe consumer rights are warned, and if they still persist, can be publicly named. The ORS can also initiate prosecutions against traders who breach fair trading legislation.

If your complaint is not resolved through the ORS intervention, you may be advised to take the matter to the Small Claims Court (SCC) to obtain a legally enforceable decision.

### SMALL CLAIMS COURT (SCC)

Just under 25% of complaints made to the ORS result in the complainant taking the matter to the SCC. The SCC has the power to make legally binding orders covering remedial actions and compensation for some costs incurred by the complainant.

The SCC is part of the ACT Magistrates Court and allows citizens to have legal disputes dealt with quickly, informally and with minimal cost.

The SCC will only deal with claims less than \$10000. At the time of printing, SCC fees were \$42 for a claim \$2000 or less and \$108 for a claim over \$2000. If you lodge a claim and win, the other party may be made to pay the lodgement fee.

You do not need a solicitor to act for you at the SCC. If you use a solicitor and win your case, you will not be able to claim this cost from the other party. Similarly, if you lose you will not be required to pay the other parties solicitor's fee.

### COMPLAINTS AGAINST GOVERNMENT AGENCIES

Complaints about the ACT and Commonwealth Governments, the Australian Federal Police, the Defence Forces and Freedom of Information are handled by the ACT Ombudsman.

The ACT Ombudsman investigates complaints and makes recommendations. The Ombudsman cannot compel any agency to comply with these recommendations but generally obtains compliance through negotiation and mediation. If the Ombudsman's recommendations are not accepted, the Ombudsman may report the matter to the Chief Minister or if it concerns a federal matter, the Prime Minister.

Matters commonly investigated by the ACT Ombudsman include fines, building licences, welfare and education, public housing, motor vehicle registration and complaints about ACT Government departments.

Complaints about telephone companies should be sent to the Telecommunications Industry Ombudsman. Complaints about financial service providers should be sent to the Banking and Financial Services Ombudsman. Contact details for these and other agencies that assist consumers can be found at the back of this booklet.

Now that you understand the general complaints process and framework, it is time to set down some models for written correspondence you may use in a variety of circumstances.

# COMMENDATIONS

## WHY PUT IT IN WRITING?

Successful businesses are aware that happy customers are a vital part of business success. Not only do satisfied customers stay loyal, they will advertise their satisfaction by word of mouth to other potential customers.

The ORS encourages buyers to write directly to businesses and service providers to recognise good service or the supply of a well-performing product. Traders who receive a well deserved 'pat on the back' will have all the more reason to continue to provide excellent service.

## WHAT TO INCLUDE

- the date of your letter
- the names of the people who provided you with commendable service and
- what it was that impressed you about the business or service.

## Write It – Right It Guide

---

### LETTER OF COMMENDATION (example only)

*Insert your name and address here* →

Jo Jones  
125 East Street  
Southtown ACT 2999

The Manager  
XYZ Company  
789 West Street  
Northtown ACT 2999

← *Insert the name and address of the trader here*

Dear Sir/Madam

On 14 October 2007, I purchased a Wonder Wash brand washing machine from your store.

I was most impressed with the courteous manner displayed by your staff and how well they knew the products. I was also impressed with the after sales service I received. Only eight days after I had purchased the machine, it had broken down. The problem was attended to on the same day I contacted your store.

I am writing to you to congratulate you on your excellent customer service and to inform you that I will be recommending your store to my family and friends.

Yours faithfully

*Sign your name*

Jo Jones  
12 December 2007

← *Print your name here*  
*Date the letter here*

←  
State what pleased you about the service

# DISSATISFACTION/COMPLAINTS

## WHY PUT IT IN WRITING?

There are times when you may wish to lodge a complaint about the way you have been treated by a sales assistant or a senior member of staff. It may be that you have been embarrassed in front of others at a check out, or your children have been asked to leave the premises when they have done nothing wrong. The staff member has not actually done anything illegal but their behaviour and attitude was so poor that it warrants further action.

A written complaint informs managers and traders of these problems and allows them to take appropriate action to ensure it does not happen again. If the store has a head office elsewhere, a copy of the letter should be sent there also. The complaint should be addressed to the Executive Manager. Effective management will take your complaint seriously and reply promptly.

## YOUR RIGHTS AND OBLIGATIONS

Being treated rudely or poorly by a trader is not in itself an offence. Indeed when you enter a shop you are there at the invitation of the trader. The shopkeeper can withdraw that invitation at any time and ask you to leave. If you do not leave you will be trespassing. The shopkeeper cannot use force to make you leave the premises, but they can call the police who do have the power to arrest you for trespassing.

Stores are always encouraged to keep their customers satisfied if they want repeat business. Statistics show that it costs traders up to five times more to attract new customers than it does to keep old ones.

## WHAT TO INCLUDE

- state when and where the incident took place
- describe what happened, paying specific attention to the events just prior to your complaint
- name the staff member if you remember who he/she was
- what you would like to see happen to remedy this problem (usually an apology or refund)
- a set time in which you want a response to your letter, either a specified date or within a certain period from the date of your letter
- to encourage a reply, end the letter with "I look forward to your response" and
- the date of your letter.

It would be in the best interest of the business to respond to your letter of complaint. If you do not receive a response, consider informing your friends about the store or even writing to your local newspaper.

## Write It – Right It Guide

---

### LETTER EXPRESSING DISSATISFACTION (example only)

*Insert your name and address here* →

Greg Jones  
127 East Street  
Southtown ACT 2999

Executive Manager  
XYZ Company  
789 West Street  
Northtown ACT 2999

← *Insert the name and address of the  
trader where you hold the lay-by here*

Dear Sir/Madam

I wish to make a formal complaint about the way I was treated by staff members in the Northtown branch of XYZ on 4 December 2007.

After picking out a packet of press studs from a shelf, I took them along with other items to the cash register. The other items scanned correctly, however the press studs were not recognised by the scanner.

I was questioned by the cashier as to where I got the press studs from. My answer to him did not seem appropriate and several supervisors were summoned. Once these supervisors arrived, they asked me the same question - "Where did you get these from?". I informed them that I had picked them up off the shelf. They refused to believe me and asked the same question again. I was very embarrassed as shoppers were looking at me, no doubt thinking that I had been caught shoplifting.

I was then asked to "wait here a few minutes". Almost twenty minutes passed before a supervisor came back to advise me that the wrong bar code had been mistakenly printed on the packet. I received no apology.

I found the attitude and behaviour of these staff members to be appalling and as a result, I no longer intend shopping at XYZ.

Please contact me (state your deadline here) on (02) 622 34567 or after hours on (02) 6276 5432 if you wish to discuss the matter further. I look forward to your response.

Yours faithfully

*Sign your name*

Greg Jones  
14 December 2007

← *Print your name here  
Date the letter here*

↑  
Describe the events leading  
up to the complaint

# REFUNDS

## WHY PUT IT IN WRITING ?

If you are entitled to a refund under the *Trade Practices Act 1974* and cannot return the goods in person, the Act requires that the buyer must serve a signed written notice stating the reason for requesting the refund. This must occur within a reasonable period of time after you've inspected the goods.

The letter notifies the trader or manufacturer that there is a problem with the goods received and allows you to have on record what you want them to do about it.

## YOUR RIGHTS AND OBLIGATIONS

You are entitled to a refund if the goods you buy:

- do not have clear title
- are not of merchantable quality. This means that the goods *do not* meet a basic level of quality and performance (having regard to their price and the way they are described)
- are not fit for the purpose. This means the goods are *not suitable* for the particular purpose(s) you made known to the supplier when purchasing the goods or
- do not correspond with the description or sample you were shown.

You are not entitled to a refund if you have changed your mind about the goods or found them cheaper elsewhere. It is left to the traders discretion to provide a refund, exchange or credit note in these circumstances.

To obtain a refund, you are obliged to see that the goods are not disposed of or destroyed, lost, or damaged from misuse or abnormal use.

The above conditions are written into the *Trade Practices Act 1974*. They form the statutory conditions that apply to the majority of buyer purchases. They are a legal right and cannot be taken away by any other warranty you get with the goods or by a docket or sign which says 'no refunds'.

Manufacturers may give warranties with their products which promise to fix problems if they occur within a set time. These are called **voluntary warranties** or guarantees. **Voluntary warranties do not override your statutory warranty rights.**

## WHAT TO INCLUDE

- the date of your letter
- an outline of the problem
- your request for a refund
- a time in which you require a response to your letter, and
- your contact details.

## Write It – Right It Guide

---

### REQUEST FOR REFUND (example only)

*Insert your name and address here* →

Al Jones  
125 Right Street  
Southtown ACT 2999

The Manager  
XYZ Company  
789 West Street  
Northtown ACT 2999

← *Insert the name and address of the trader here*

Dear Sir/Madam

I am writing to seek a refund for a lounge suite I purchased at your store on 12 February this year.

The furniture was delivered three days ago, approximately four weeks after the purchase date and I was shocked to notice damage to the frame.

The arm of the lounge is separating from the rest of the frame and I am sure with any further use it will fall off. I feel the goods are not of merchantable quality as such a problem should not develop through ordinary use of a lounge, especially within the first week. The chair also makes squeaking noises when the arm rests are used for support when someone gets up from the chair.

I would like a refund on the entire suite as I do not feel the lounge is sturdy in any way. The lounge I sat on in your store did not squeak or seem unsteady. I expect the same quality in what I purchase.

Please contact me (state your deadline here) on (02) 6211 1111 or after hours on (02) 6211 2222. I trust this matter will be dealt with promptly as we are now without seating in our lounge room.

Yours sincerely

*Sign your name*

Al Jones  
2 March 2007

← *Print your name here*  
*Date the letter here*

↑  
Explain the reason(s) for  
wanting the refund

# INCOMPLETE/UNSATISFACTORY SERVICES

## WHY PUT IT IN WRITING?

You may find that the goods you have bought or the services you have received are unsatisfactory and you intend to approach the trader or service provider to rectify the problem.

In this situation, an accompanying letter of demand may assist your negotiations. Writing down the details of the complaint helps you clarify what the problem is and allows the other party to better understand the problem. A letter is also more likely to reach an owner or manager, and is particularly appropriate if problems are ongoing.

Examples of situations where a letter of demand would apply:

- tradesperson has not fixed something adequately and needs to return to rectify the problem
- seeking compensation for damages due to negligence - for example, clothes lost or damaged at the drycleaners and
- goods not delivered within a specified time.

It is important that you have a record of correspondence when involved in a dispute. It serves as a record of your attempt to try and resolve the dispute.

## YOUR RIGHTS AND OBLIGATIONS

When you buy goods or services you and the trader or service provider have entered into a legally binding contract. The *Trade Practices Act 1974* implies into every contract for services the warranty that all services be carried out with skill and care. There is also an implied warranty that any materials supplied with the services be of merchantable quality and fit for the purpose for which they are supplied.

However, the Act does not provide you with the statutory right to a refund for services, even if they are not carried out properly or if any materials used were faulty or unsuitable.

The Act enables you to pursue your own action to seek compensation by taking legal action against the supplier. This is likely to be an expensive process, so your objective should be to negotiate an arrangement where the supplier completes the task or redoes the services at a higher standard.

## WHAT TO INCLUDE

- date of the letter
- a description of the problem and the nature and extent of the work that remains incomplete
- a timeframe in which the trader or seller can respond to your request, and
- your contact details.

**INCOMPLETE/UNSATISFACTORY SERVICES – LETTER OF DEMAND (example only)**

*Insert your name and address here* →

Sam Jones  
123 East Street  
Southtown ACT 2999

XYZ Company  
789 West Street  
Northtown ACT 2999

← *Insert the name and address of the trader here*

Dear Manager

On 30 June 2007, I asked your firm to install a rain water tank at my house, at 123 East Street. On 3 July 2007, the base for the rain water tank was installed.

Since that date, no work has been done on this job. I have made many phone calls to your office and all calls were given the same response, that “someone will get to it next week”. This has been going on for months and is not acceptable.

The purpose of this letter is to notify you that if the job is not completed within 14 days, I will then consider taking this complaint to the Office of Regulatory Services or the Small Claims Court.

OR

Since the tank has been installed there has been leaks from the pipes carrying the water into the tank every time it rains. The purpose of this letter is to notify you that I expect you or the installer to return and fix the leaking areas. If the job is not completed within 14 days, I will then consider taking this complaint to the Office of Regulatory Services or the Small Claims Court.

Insert the details of your complaint

If you wish to speak to me regarding this matter, I can be contacted on (02) 6201 2345 or after hours on (02) 6204 3210.

Yours faithfully

*Sign your name*

Sam Jones  
1 December 2007

← *Print your name here*  
*Date the letter here*

# CANCELLING A LAY-BY AGREEMENT

## WHY PUT IT IN WRITING?

Lay-bys are a great way for consumers to secure a product and to pay for the product over an agreed time frame without accruing interest.

Lay-by procedures vary significantly between stores, but the most important thing is that fees and charges cannot be imposed on a lay-by after the agreement is made.

The law requires that if a lay-by sale is cancelled by either party, notice of the cancellation must be given in writing. In the ACT, a consumer can cancel a lay-by agreement any time before making the final lay-by payment. A lay-by agreement will end on receipt of the written notice, unless a later date is mentioned in the notice.

## YOUR RIGHTS AND OBLIGATIONS

You are entitled to a cash refund on your cancelled lay-by if you paid in cash. You do not have to accept a store credit when cancelling your lay-by. If you paid your lay-by using a credit card or funds transfer, you are entitled to have the money credited to that account.

A seller is not entitled to simply charge a flat cancellation fee.

However, a seller is entitled to make the following deductions as long as the existence of the charges was made known to the consumer at the time the lay-by agreement was made:

- a pro-rata storage charge
- the actual costs involved in setting up the lay-by sale over and above the costs the trader would have incurred in a regular cash sale or
- any loss in value of the item between the time the lay-by sale was made and the time of cancellation.

A consumer can request in writing that the seller provide an 'Itemised Cancellation Statement'. This statement will cost the consumer 20 cents.

## WHAT TO INCLUDE

- the date of your letter
- your name, the name of the item you purchased and a description of it and the lay-by number if you know what it is and
- a request for a cancellation statement if you require one.

**REQUEST TO CANCEL A LAY-BY AGREEMENT  
(example only)**

*Insert your name and address here* →

Jo Jones  
125 East Street  
Southtown ACT 2999

XYZ Store  
789 West Street  
Northtown ACT 2999

← *Insert the name and address of the trader  
where you hold the lay-by here*

Dear Manager

I wish to cancel my lay-by agreement (Lay-by Number 111) dated 30 September 2007 for the purchase of an "Acme" Brand Electric Blanket.

I am also requesting that you provide me with an Itemised Cancellation Statement listing all the items required by the *Lay-by Sales Agreement Act 1963*. I agree to pay the statutory fee of 20 cents to you for the provision of this statement.

I will be returning to your store in the near future to collect the refund of the money I have paid under this agreement less any legal deductions made by you.

If you would like to speak to me regarding this matter, I can be contacted on (02) 6212 3456 or after hours on (02) 6265 4321.

Yours faithfully

*Sign your name*

Jo Jones  
10 October 2007

← *Print your name here  
Date the letter here*

←  
This paragraph  
is optional

# CANCELLING A DOOR-TO-DOOR SALES CONTRACT

## WHY PUT IT IN WRITING

Door-to-door sales activities can cause consumers a lot of confusion and difficulty. Quite often consumers will feel pressured to make a rapid decision about a specific product or service from a large product range.

Consumers are offered a significant amount of protection by the *Door-To- Door Trading Act 1991*. This Act also covers the activities of telephone sales and marketing groups.

The most fundamental protection offered is that door-to-door traders cannot enter your residence, remain in your residence, or keep you on the phone, without your agreement. If you do not invite a salesman inside - or if having done so you want them to leave - just ask in a firm and pleasant manner for them to leave.

Door-to-door sales can only be made in the following times:

- Between 9am and 8pm on weekdays
- Between 9am and 5pm on weekends and public holidays.

Door-to-door sales are not permitted on Christmas Day, Good Friday and Easter Sunday.

You should ask any sales representative whom they represent, and also seek verification of this by a business card or some other material.

Many door-to-door sellers will offer you a special deal or arrangement that cannot be obtained elsewhere. Ask for literature and other information about the deal. If you want time to consider the deal, feel confident to say so and arrange another later appointment or undertake to call the person later.

If you do sign an agreement or other purchase contract for goods costing more than \$50, you will have the protection of a mandatory 10 day cooling-off period.

During that time no goods are to be supplied or services commenced, and no money should change hands. The agreement or contract needs to include or be accompanied by a document that explains what you have to do to cancel the agreement or contract.

If the company does not provide a form for this purpose, you should prepare your own letter and post or deliver it to the company. You should retain a copy and record the date you posted the letter.

It is important to note that this protection only applies to unsolicited calls and visits. If you meet a trader at a shopping centre or consumer show, and arrange a visit by their representative, you are not covered by these provisions of the *Door-To- Door Trading Act 1991*. Similarly, if you respond to an advertisement or catalogue or brochure and invite the trader to your home, you do not have the protection of a cooling-off period.

### ADVICE CANCELLING A DOOR-TO-DOOR SALES AGREEMENT OR CONTRACT (example only)

*Insert your name and address here* →

Jo Jones  
125 East Street  
Southtown ACT 2999

XYZ Store  
789 West Street  
Northtown ACT 2999

← *Insert the name and address of the trader  
who visited your home*

Dear Manager

I wish to cancel the sales agreement/contract for the supply of the (INSERT DESCRIPTION OF PRODUCTS OR SERVICES HERE). I signed this agreement/contract on (INSERT DATE OF AGREEMENT).

Your representative explained to me that I have a 10 day cooling off period to consider the deal offered, and I am exercising my rights to withdraw from the deal in that period.

I understand the Door-To-Door Trading Act 1991 establishes those cooling-off rights.

I would appreciate that there be no further contact about this matter.

Yours faithfully

*Sign your name*

Jo Jones  
10 October 2007

← *Print your name here  
Date the letter here*



# UNSATISFACTORY/UNAUTHORISED MOTOR VEHICLE REPAIRS

Motor vehicle repairs are the cause of many complaints to ORS. When these complaints are investigated it is quite common to find both parties believe they have behaved appropriately, and that poor communication is the basis to the entire problem.

Before you select a repairer for your vehicle, make sure the proprietor of the business is someone you feel you can talk to about specific problems and the general maintenance regime for your car.

The greatest issue with cars is that there are so many factors that can cause or contribute to an evident problem. A repairer may have to fully dismantle the affected part of the car to find that one or more items need repair or replacement.

When this occurs a repairer will be reluctant to only repair one of the faulty items. Finishing the job without repairing all the problems may cause safety problems, or it may also make any later repairs more expensive than doing it at that time.

In a perfect world the repairer will contact the consumer and obtain an authorisation to proceed. The repairer will also retain any worn or faulty parts so the consumer can see the need for the additional work.

If this authorisation is not sought, or the consumer is for some other reason unhappy about the repairs that have been done, there is a mechanism for complaints to be made in an appropriate manner.

## WHY PUT IT IN WRITING?

Under the Motor Vehicle Service and Repair Industry Code of Practice, it is recommended that you record the work you would like carried out on your vehicle when you leave it with the repairer, and state that you must be contacted to authorise any additional work before it is carried out.

The Code advises repairers to provide written estimates of work, and also compels them to obtain approval for additional works.

The main problem encountered by consumers is that if the work is more expensive than the estimate, or unauthorised repairs have been performed, the consumer will have to pay for the work before the car is released from the workshop.

If you are unhappy with repairs, or you are concerned that unauthorised work was carried out, detailing your complaint in writing gives the trader the chance to rectify or fully explain the problem. This will:

- notify the repairer of problems with the vehicle, hence reducing the risk of misunderstanding, and advise him/her of your proposed future action, and
- give you a written record of requests made to the repairer, helping you prove that the repairer had the opportunity to remedy the problem.

### YOUR RIGHTS AND OBLIGATIONS

ORS often receives complaints from buyers concerning the quality of repairs to their motor vehicle. Whether it is repairs under warranty or just a regular service, repairers have a 'duty of care' to ensure all the work they do is of a professional standard.

All new cars and motorcycles come with a voluntary warranty that is additional to the statutory warranty for these products.

Second-hand vehicles that are purchased from a licensed motor vehicle dealer, and have travelled less than 160,000km and are less than 10 years old, must be supplied with a warranty.

Items such as sound equipment, air conditioning, batteries, tyres, brake pads, trim and cosmetic matters and visible bodywork damage, will most likely not be covered by warranty on a second hand vehicle. A thorough inspection before purchasing a vehicle should find these problems and you should negotiate their repair before you agree to the deal.

Warranty conditions also apply to any work carried out by repairers. If a part fails due to either faulty manufacture or incorrect installation, the repairer has an obligation to remedy the problem without charge to the buyer. The problem should be brought to the repairer's attention within a reasonable period of time.

If a problem does recur with repairs recently carried out by a mechanic, you should bring these problems to their attention as soon as possible. The repairer must be given the opportunity to make good any problems.

If a trader refuses to take responsibility for faulty repairs, a second opinion may well be needed. This second opinion should be sought from an independent qualified mechanic or engineer. It may help you to obtain this opinion in writing and send a copy to the original mechanic with a letter of demand.

If you have given a letter of demand to the repairer and the work remains unsatisfactory, you may have the vehicle repaired by another repairer. If the original mechanic refuses to pay the bill, you may pursue the matter in the Small Claims Court.

### WHAT TO INCLUDE :

- the date of the letter
- details of the nature of repairs you requested and the date the vehicle was first taken to the mechanic
- dates of every time the vehicle was subsequently returned and the assurances you were given
- the current problem in clear terms and
- the action you intend to take if the vehicle is not repaired to your satisfaction.

**UNSATISFACTORY/UNAUTHORISED MOTOR VEHICLE REPAIRS (example only)**

*Insert your name and address here* →

Andy Jones  
129 East Street  
Southtown ACT 2999

The Manager  
XYZ Company  
789 West Street  
Northtown ACT 2999

← *Insert the name and address of the trader here*

Dear Sir/Madam

On 3 August 2007, I booked my 1995 Mazda 121 in to your workshop to have a leaky radiator repaired.

Since that time, I have continued to experience problems with water leaking from the radiator. I returned the vehicle to your establishment on two occasions, firstly on 10 August and then again on 22 August. Each time I picked up the vehicle, I was assured that my vehicle had been repaired. To this day, my radiator is still leaking and I request it be appropriately repaired as soon as possible.

If I experience further problems, I will have no choice but to take my vehicle to be repaired elsewhere and seek to recover the costs from you.

OR

During the time my vehicle was at your workshop you undertook work that was not authorised by me. I am still dissatisfied with the explanation for why this work was carried out, and also unhappy that I had no option but to pay for the work before I could collect my vehicle. I would like to have the opportunity to come and talk to you about this matter.

← Explain the issues you are having with your vehicle and what you want done about it

Please contact me on (02) 1111 2222 to arrange a suitable time to bring the vehicle in to have the problem rectified (OR to discuss why work was undertaken without my authorisation).

Yours sincerely

*Sign your name*

Andy Jones  
2 September 2007

← *Print your name here  
Date the letter here*

# TERMINATING A MOTOR VEHICLE SALES AGREEMENT IN THE COOLING-OFF PERIOD

The decision to purchase a motor vehicle can sometimes be made in haste or without due regard to a number of factors.

A sales agreement is a formal contract that commits both parties to an arrangement. In order to give intending buyers an opportunity to fully consider a possible or completed deal, the Sale of Motor Vehicles Act 1977 includes provisions for a three day cooling-off period during which a buyer can change their mind about the deal and pay a small penalty for doing so.

## WHY PUT IT IN WRITING?

The Act specifically requires a purchaser to serve written notice to a dealer if they intend to exercise their rights to terminate an agreement within three clear business days after signing the agreement. Written notice covers a letter, facsimile or email. The purchaser should contact the dealer to ensure the correspondence has been received or request a written acknowledgement of their letter.

## YOUR RIGHTS AND OBLIGATIONS

After a purchaser signs a sales agreement for the purchase of a motor vehicle the Act gives three clear business days for the deal to be considered. This is known as a cooling-off period.

The cooling-off period can apply even if the purchaser has taken possession of the vehicle and driven it. This occurs very rarely, and it is not a recommended practice as it may create uncertainty about liability if an accident or other damage occurs.

During the cooling-off period the dealer cannot sell or otherwise dispose of a vehicle that is given to them as all or part of the payment for the deal (that is, a trade-in cannot be on-sold or shipped until after the cooling-off period has expired).

When cooling-off provisions are exercised by a purchaser the dealer is required to refund any deposit paid, less the sum of \$100 or 1% of the purchase price (whichever is greater). If a vehicle is being traded that must also be returned to the purchaser.

The cooling-off provisions can only be waived if the purchaser signs a form approved under the Act immediately before accepting delivery of the vehicle being purchased.

## WHAT TO INCLUDE :

- the date of the letter
- your intention to exercise your rights to terminate the agreement
- your acceptance of the financial penalty involved in doing so
- the proposed arrangements to obtain the refund of your deposit and return the vehicle (if this applies).

**TERMINATING A MOTOR VEHICLE SALES AGREEMENT IN THE COOLING-OFF PERIOD (example only)**

*Insert your name and address here* →

Andy Jones  
129 East Street  
Southtown ACT 2999

The Manager  
XYZ Company  
789 West Street  
Northtown ACT 2999

← *Insert the name and address of the trader here*

Dear Sir/Madam

On 18 June 2007 I entered into an agreement with your company for the purchase of a (insert car description here) registration number (insert rego number here).

I wish to advise you that I intend to exercise my rights under the cooling-off provisions of s25B of the Sale of Motor Vehicle Act 1977 to terminate this agreement. I draw your attention to this advice being provided within three clear business days of signing the agreement.

I acknowledge that the cost of terminating this agreement will be the greater amount of either \$100 or 1% of the purchase price.

I will contact you to discuss a convenient time for me to visit your premises to collect the balance of my deposit (and insert the description of any vehicle used as part of the deal if this is applicable). If you wish to discuss this matter I can be contacted on (insert your phone number here).

Yours sincerely

*Sign your name*

Andy Jones  
2 September 2007

← *Print your name here*  
*Date the letter here*



# LEAVING A RENTED PROPERTY

## WHY PUT IT IN WRITING?

If you are renting a property and wish to leave, it is important that you give notice to the landlord or agent in writing.

ORS and other agencies receive many calls from people who encounter difficulties after giving verbal notice. In many instances people end up having to pay more rent due to a dispute over the timing of the verbal advice or notice. Written notice will prevent this from happening.

If you wish to leave a property, you are likely to be in one of four situations:

- **Breaking the tenancy agreement** - You want to leave the property within the fixed term period of your tenancy agreement, for a reason that is not the landlord's/ agent's fault
- **Terminating the tenancy agreement** - You want to leave the property within the fixed term period of your tenancy agreement, for a reason that is contained in the lease or because the landlord/ agent has broken the lease agreement
- **Ending a periodic tenancy agreement** - You want to leave the property after the fixed term period of your tenancy agreement has expired and you have moved on to a periodic tenancy
- **Ending a fixed term tenancy agreement** - You want to leave the property when the tenancy agreement ends.

If you break the tenancy agreement you may incur costs. Why it may cost you, and an indication of the costs you may face, follow on the next page.

Further information on tenancy and ending a tenancy can be obtained in the Renting Book which is accessible at:

<http://www.fairtrading.act.gov.au/rentbook/renting%20book%202006.pdf> or through contacting ORS.

# BREAKING A TENANCY AGREEMENT

## RIGHTS AND OBLIGATIONS

Breaking a tenancy agreement can be costly. You, as the tenant, are responsible for the rent until the end of the agreement. However, if you decide to break the agreement, the landlord/agent has a duty to minimise your loss. They must do their best to find a new tenant as quickly as possible.

It is likely that you will have to pay the costs the landlord/agent incurs finding the new tenant. This may include advertising costs and charges the agent makes to the landlord (which should reflect the agent's actual costs).

Read your tenancy agreement carefully as there are some situations where the agreement allows you to leave early (for example, if you are transferred for work).

If there is difficulty finding a new tenant, it may be possible for you to reach an agreement with the landlord whereby he or she will accept a lower rent from the new tenant if you pay the difference between the new and old rent until the end of your fixed tenancy agreement period.

The difference in rental prices may be much less than the cost of having the property vacant for a number of weeks (or until the end of your agreement).

## WHAT TO INCLUDE:

- your name and the details of the property you rent
- notice of your intention to vacate
- the date you intend to vacate the premises (it is in your best interests to give as much notice and be as flexible as possible)
- arrangements for the landlord/agent to show the house to prospective tenants
- the date of your letter and
- the name and signature of *all* people named on the lease.

**LETTER OF ADVICE BREAKING A TENANCY AGREEMENT  
(example only)**

*Insert your name and address here* →

A Smith and A Jones  
123 East Street  
SOUTHTOWN ACT 2999

Real Estate Company or Landlord  
456 West Street  
NORTHTOWN ACT 2999

← *Insert the name and address  
of the trader here*

↓ *If you do not know the name of the property  
manager write Dear Property Manager*

Dear Mr/Ms Property Manager or Landlord

↓ *Insert the address of the property you rent*

RE: 123 EAST STREET

We, Alex Smith and Ashley Jones, of 123 East Street, Southtown advise you of our intention to break the tenancy agreement on the above property [you may wish to include the reason you are breaking the lease, but you do not need to].

We intend to vacate the premises on 30 January 2007 but are able to move out sooner if this suits the next tenant.

We would appreciate your advertising the property as soon as possible and will allow you to show prospective new tenants through the house in our absence provided that you accompany them and advise either of us of the time of the visit. Alternatively, we will show prospective tenants the property by arrangement (out of normal working hours).

You can contact Alex on 0404 222 222 and Ashley on 0404 333 333. Thank you for your assistance in this matter.

Yours sincerely

*Sign your name*

Alex Smith      Ashley Jones  
  
1 January 2007

← *Print your name here  
Date the letter here*

# TERMINATING A TENANCY AGREEMENT

## RIGHTS AND OBLIGATIONS

There are certain situations in which you are able to terminate a tenancy agreement. For example, the agreement may state that you are able to terminate if you are transferred for work by your employer.

You may also terminate a tenancy agreement if an agreement condition or a provision of the *Residential Tenancy Act 1997* has been substantially breached by the landlord or agent. Examples of this include:

- broken promises - the landlord or agent did not fulfil a promise that something would be done to the property on the condition that you would take out a tenancy agreement on it. For example, not providing a fence for your property if an enclosed backyard was a stated requirement and
- breach of quiet enjoyment - the *Residential Tenancy Act 1997* states that the tenant's ordinary use or enjoyment of the premises should not be interfered with. For example landlords or agents should not come onto the property without the consent of the tenant. Nor should a landlord or agent make a previously available portion of the rented property unavailable to the tenant by, for example, deciding to store goods in the garage.

If you intend to terminate a lease because of a breach by the landlord or agent you should ensure that what that person has done is significant enough to warrant this action. You should keep a record of the particulars of what has occurred and any action you have taken to remedy the situation.

## WHAT TO INCLUDE:

- your name and details about the property you rent
- notice of your intention to terminate the tenancy agreement
- the reason that you are terminating the tenancy agreement
- the date you intend to vacate the premises
- the date of your letter and
- the name and signature of *all* people named on the tenancy agreement

**Note:** Claiming that a landlord/agent has breached your agreement is a serious claim and the decision to terminate the tenancy agreement early should not be made lightly. It is important you discuss problems with the landlord or agent first. If they do not take reasonable steps to remedy the situation or the problem behaviour continues, then terminating the tenancy agreement may be an appropriate course of action.

LETTER TERMINATING A TENANCY AGREEMENT  
(example only)

Insert your name and address here →

Ashley Jones  
123 East Street  
SOUTHTOWN ACT 2999

Real Estate Company or Landlord  
456 West Street  
NORTHTOWN ACT 2999

← Insert the name and address of the agent  
or landlord here

↓ If you do not know the name of the property  
manager write Dear Property Manager

Dear Mr/Ms Property Manager or Landlord

RE: 123 EAST STREET

← Insert the address of the property you rent

I, Ashley Jones, of 123 East Street, Southtown wish to advise you of my intention to terminate the tenancy agreement on the above property.

*[The following sentences are an appropriate model if you are terminating the lease in accordance with a lease provision.]*

I have been advised that I have been transferred to Sydney for work and therefore give 30 days notice of my intention to leave the property, in accordance with clause ## of my agreement. I intend to vacate the property on 31 January 2007.

*[The following sentences are an appropriate model if you are terminating the lease because your rental agreement has been breached.]*

I have raised the fact that you have not yet built a back fence in the backyard of the above property on more than three occasions. You promised that this would be done within a few weeks when I signed the tenancy agreement three months ago. As I am a parent and require an enclosed backyard for the safety of my children, I made it quite clear, to you prior to signing the tenancy agreement that your fulfilment of these promises was essential.

I have spoken to the Office of Regulatory Services about this matter and I have been informed that you have substantially breached our agreement. I have no alternative but to vacate the premises and hereby give you 14 days notice. I intend to vacate the premises on 14 January 2007.

←  
Read your lease to find out how much  
notice you must give and the number  
of the clause you are relying on

*[Both letters should include words similar to the following.]*

Please contact me on 0404 333 333 to arrange a convenient time for the final handover.

Yours sincerely

← Write 'Yours faithfully' if you do not  
know the name of the receiver

Sign your name here

Ashley Jones  
1 January 2007

← Date the letter here

# TERMINATING A FIXED TERM TENANCY AGREEMENT OR A PERIODIC TENANCY AGREEMENT

## RIGHTS AND OBLIGATIONS

Sometimes tenants believe that because they have signed a tenancy agreement for a fixed amount of time there is no need to give notice in writing if they intend to leave at the end of the fixed period.

While arrangements between landlords and tenants do vary, it is common practice for fixed term tenancy agreements to automatically become periodic tenancies at the end of the fixed period even if there is no provision stating so in the agreement. It is always wise to seek written confirmation as to what will occur when the original agreement expires.

You should not incur any extra costs if you are ending a fixed term tenancy agreement, other than those you have agreed to in the agreement. For example, you would have to pay to steam clean the carpets if this is in your agreement. You will not have to pay any costs of re-advertising the property.

## WHAT TO INCLUDE

- your name and details about the property you rent
- notice of your intention to vacate
- the date your lease expires
- the date you intend to vacate
- the date of the letter (*which starts the period of your notice*) and
- the name and signature of *all* people named on the tenancy agreement.

### LETTER ENDING A FIXED TERM TENANCY AGREEMENT OR A PERIODIC TENANCY AGREEMENT (example only)

*Insert your name and address here* →

A Smith and A Jones  
123 East Street  
SOUTHTOWN ACT 2999

Real Estate Company or Landlord  
456 West Street  
NORTHTOWN ACT 2999

← *Insert the name and address of  
the agent or landlord here*

↓ *If you do not know the name of the property  
manager write Dear Property Manager*

Dear Mr/Ms Property Manager or Landlord

↓ *Insert the address of the property you rent*

RE: 123 EAST STREET

We, Alex Smith and Ashley Jones, of 123 East Street, Southtown are hereby giving you twenty one days notice of our intention to vacate the above property on 31 January 2008.

*[If the fixed term period of your lease will expire on this date you could include the following]*

As you would be aware the tenancy agreement comes to an end on this date and we do not intend to renew the lease or to move on to a periodic tenancy arrangement.

*[Both letters should end in a similar way to the following]*

You can contact Alex on 0404 222 222 and Ashley on 0404 333 333 to arrange a time for the final handover. Thank you for your assistance in this matter.

Yours sincerely

*Sign your name here*

← *Write 'Yours faithfully' if you  
do not know the name of the receiver*

Alex Smith    Ashley Jones  
31 December 2007

← *Date the letter here*

# BREACH OF QUIET ENJOYMENT PROVISIONS

## WHY PUT IT IN WRITING?

Every tenant is entitled to enjoy their property without undue interference from either the landlord or agent. Undue interference can take the form of repeated visits to the premises, unauthorised inspections (when the tenants are not at home), unannounced inspections, repeated telephone calls and unreasonable requests for access when the premises are in the process of being sold or re-let.

If you are concerned that your right to quiet enjoyment of a rental property has been encroached upon by your landlord or agent, it is wise to notify them of your concerns in writing. This will enable the landlord or agent to assess their activities and will also be useful evidence of the problem and your efforts to resolve it if you terminate the tenancy agreement.

## YOUR RIGHTS AND OBLIGATIONS

As a tenant you have the right to reside in the rental premises without undue interference from the landlord or agent. This means that you have the right to occupy the premises to the exclusion of all others, including the landlord or agent.

Your right to quiet enjoyment is subject to the terms and conditions of the tenancy agreement. However, tenants who refuse access after receiving a reasonable request must appreciate that the landlord or agent is entitled (under most agreements) to have reasonable access and should make every effort to make arrangements that are suitable with the agent/landlord.

For both parties to a tenancy agreement the important word is reasonable.

## WHAT TO INCLUDE

- The date of the letter.
- Details of your complaint against the landlord/agent.
- Invitation for the landlord/agent to discuss the matter and
- Your contact details.

## IMPORTANT POINTS TO REMEMBER:

A letter asking a landlord or agent to respect a tenant's right to quiet enjoyment need not be hostile or aggressive. A letter is a polite and non confrontational way of asking a landlord to change their practice in a certain area.

You cannot claim that your right to quiet enjoyment has been breached if you have given permission for the landlord or agent to enter the premises.

Most landlord or agents, when contacting you, are doing so for a legitimate purpose such as requesting access for repairs and maintenance. Allowing such work to be carried out is often in the best interests of both the landlord/agent and the tenant.

**BREACH OF QUIET ENJOYMENT – LETTER OF REQUEST  
(example only)**

*Insert your name and address here* →

Sam Smith  
123 East Street  
SOUTHTOWN ACT 2999

Real Estate Company or Landlord  
456 West Street  
NORTHTOWN ACT 2999

← *Insert the name and address of the  
agent or landlord here*

↓ *If you do not know the name of the property  
manager write Dear Property Manager*

Dear Mr/Ms Property Manager or Landlord

↓ *Insert the address of the property you rent*

RE: RENTAL PROPERTY - 123 EAST STREET SOUTHTOWN

TENANT - SAM SMITH

Over the last two months I have noticed that there have been three (3) inspections carried out on the above rental property. Two of these inspections have taken place without notice, using your "office key".

I am writing to request that in future you seek permission from me before inspecting the premises. I consider that if these actions continue they could constitute a breach of my right to quiet enjoyment of the premises.

If you would like to discuss this matter further please telephone me on 0402 222 222.

Yours faithfully

*Sign your name here*

Sam Smith  
31 March 2007

← *Date the letter here*

# REPAIRS OR MAINTENANCE ON A RENTAL PROPERTY

## WHY PUT IT IN WRITING?

Standard tenancy agreements require the tenant to notify the owner of all repairs needed on the rented property. It is wise to put a request for repairs in writing as verbal requests can be forgotten or ignored. Written notification is proof that the tenant has notified the owner if a dispute should arise over the request for repairs.

## YOUR RIGHTS AND OBLIGATIONS:

It is generally accepted that the landlord will take responsibility for repairs and maintenance to the property. Both the payment of rent, the tenancy agreement and the provisions of the Residential Tenancies Act 1997 place an onus on the landlord to carry out any repairs.

The tenant has a responsibility to notify the landlord as soon as possible of any repairs that need attending to.

## WHAT TO INCLUDE:

- the date of your letter and the address of the rental property in question
- details of the fault that needs fixing. Describe the location, timing and seriousness of the fault and
- state how the repair/maintenance, if left unattended, will lead to further deterioration of the property.

## IMPORTANT POINTS TO REMEMBER:

A letter alone will not always achieve the desired results, even in the case of a repair where the owners obligation is clearly stated in the lease and the repairs are urgent. Follow up the letter with a verbal reminder if necessary.

If there is no response to a request for repairs within a reasonable time you may wish to contact the Tenants Advice Service between 9.30am - 1.00pm weekdays, to determine what steps to take next. Such matters may need to be brought before the Residential Tenancies Tribunal if not resolved.

If serious repairs are not addressed by the owner/agent within a reasonable period of time, you may have grounds to terminate the lease.

### REQUEST FOR REPAIRS/MAINTENANCE (example only)

*Insert your name and address here* →

Alex Smith  
123 East Street  
SOUTHTOWN ACT 2999

Real Estate Company or Landlord  
456 West Street  
NORTHTOWN ACT 2999

← *Insert the name and address of the agent or landlord here*

↓ *If you do not know the name of the property manager write Dear Property Manager*

Dear Mr/Ms Property Manager or Landlord

RE: 123 EAST STREET

← *Insert the address of the property you rent*

I am writing to inform you of the repairs that need to be carried out on the above mentioned property.

[Identify the repair needed, for example ]

A water leak in the ceiling of the main bedroom has appeared. I first noticed the leakage last night and it had filled a bucket by morning.

I believe that this is a serious problem requiring urgent repair action. The room cannot be used at present. If the problem is left unattended I am concerned that the damage will become widespread.

As it is my obligation under the lease to inform the owner of repairs needed, I hope the problem can be resolved swiftly.

Yours sincerely

*Sign your name here*

Alex Smith  
1 January 2007

← *Date the letter here*

### USEFUL CONTACTS

Office of Regulatory Services	02 6207 0400	<a href="http://www.ors.act.gov.au">www.ors.act.gov.au</a>
ACT and Commonwealth Ombudsman	1300 362 072	<a href="http://www.ombudsman.gov.au">www.ombudsman.gov.au</a>
Small Claims Court	02 6217 4272	<a href="http://www.courts.act.gov.au">www.courts.act.gov.au</a>
Residential Tenancies Tribunal	02 6217 4260	<a href="http://www.courts.act.gov.au">www.courts.act.gov.au</a>
Tenants' Advice Service	02 6247 2011	<a href="http://www.tenantsact.org.au">www.tenantsact.org.au</a>
Banking and Financial Services Ombudsman	1300 780 808	<a href="http://www.abio.org.au">www.abio.org.au</a>
Care Inc Financial Counselling	02 6257 1788	<a href="http://www.carefcs.org.au">www.carefcs.org.au</a>
Consumer Law Centre	02 6257 1788	<a href="http://www.carefcs.org.au">www.carefcs.org.au</a>
Legal Aid ACT	1300 654 314	<a href="http://www.legalaid.canberra.net.au">www.legalaid.canberra.net.au</a>
Citizens Advice Bureau	02 6247 7988	<a href="http://www.citizensadvice.org.au">www.citizensadvice.org.au</a>
Human Rights Commission	02 6205 2222	<a href="http://www.hrc.act.gov.au">www.hrc.act.gov.au</a>
Law Society of the ACT	02 6247 5700	<a href="http://www.lawsocact.asn.au">www.lawsocact.asn.au</a>
Credit Tribunal	02 6217 4259	<a href="http://www.courts.act.gov.au">www.courts.act.gov.au</a>
Welfare Rights and Legal Centre	02 6247 2177	<a href="http://www.welfarerightsact.org">www.welfarerightsact.org</a>
Conflict Resolution Service	02 6162 4050	<a href="http://www.crs.org.au">www.crs.org.au</a>
Telecommunications Industry Ombudsman	1800 062 258	<a href="http://www.tio.com.au">www.tio.com.au</a>
Australian Competition and Consumer Commission (ACCC)	1300 302 502	<a href="http://www.accc.gov.au">www.accc.gov.au</a>
Insurance Ombudsman Service	1300 780 808	<a href="http://www.insuranceombudsman.com.au">www.insuranceombudsman.com.au</a>
CHOICE Magazine	1800 069 552	<a href="http://www.choice.com.au">www.choice.com.au</a>



**Level 3, Callam Offices  
Easty Street  
WODEN ACT 2606**

**[www.ors.act.gov.au](http://www.ors.act.gov.au)**

**GPO Box 158  
Canberra City ACT 2601**

**Ph. 6207 0400**

**Fax. 6207 0538**

**E-mail: [fair.trading@act.gov.au](mailto:fair.trading@act.gov.au)**

