[Date]

[Your name]

[Your address]

[Lessor’s name]

[Lessor’s address]

Dear [Lessor’s name]

**Re: Water usage charge for the property at [your address]**

I refer to [your letter/email/our conversation] in which you raised the issue of water consumption charges at the above property. Responsibility for the charges associated with the supply and consumption of water is set out in the Standard Residential Tenancy Terms (SRTT) which apply to all lease agreements in the ACT.

[Where there is no separate metering device on the property] [Delete if not applicable]

Clause 46 of the SRTT state that the tenant is responsible for water consumption charges. However, there are mitigating circumstances that I wish to draw your attention.

Clause 42(c) of the SRTT states that the lessor is responsible for “services for which there is no separate metering device so that amounts consumed during the period of the tenancy cannot be accurately decided”. As there is no separate water meter at my property, you are responsible for the water consumption charges at the property.

[Optional]

I am happy to make a contribution towards water consumption on the premises, but this is a matter to be negotiated between us.

[Include this section if the landlord is claiming you must pay supply charges] [Delete if not applicable]

Further clause 44 states that the landlord is responsible for the annual supply charges associated with the supply of water or sewerage to the property. These charges are listed separately on the bill, and I am not responsible for them.

[Where landlord/agent has not sought water charges during tenancy but seeks to backdate water bills during or at the end of the tenancy] [Delete if not applicable]

The Standard Residential Tenancy Terms (SRTT) apply to all lease agreements in the ACT. Clause 46 of the SRTT state that the tenant is responsible for water consumption charges. However, there are mitigating circumstances that I wish to draw your attention.

Clause 42(b) of the SRTT states that the landlord is responsible for services for which they agree to be responsible. As you have not charged me for water use throughout the tenancy, you have held out to me that you would be responsible for the water consumption costs. It is not reasonable for you to backdate water consumption charges for a number of reasons:

* I have not been given an opportunity to view the bill and ensure that the charges relate to my property, and the period of my tenancy;
* I have not had the opportunity to identify any possible faults with water system such as leaks, which would be highlighted by excess usage;
* It is not reasonable to require me to pay bills [months/years] after they are due.

I also wish to draw your attention to the fact that the ACT Civil and Administrative Tribunal has made a determination on this matter. In *Scorgie v Chew* *[2007] ACTRTT16 (25 June 2007)* the Tribunal found that where a landlord had failed to raise the issue of water consumption charges, or to request any reimbursement from the tenant, their behaviour is consistent with Clause 42(b) of the SRTT, that water consumption was a service for which the lessor had agreed to be responsible. This decision will be persuasive in future cases.

[Optional]

While I am not responsible for retrospective water bills, I am happy to pay water bills as they arise and fall due in the future. Please provide me with a copy of the bills in future.

If you would like to discuss this further, please contact me at [phone number and/or email].

Yours sincerely,

[Your signature]

[Your name]