



Bond Special: Bathroom

Information for Tenants

WHAT ARE MY OBLIGATIONS AT THE END OF A TENANCY?

The tenant must return the premises to the landlord as nearly as possible in the same condition as set out in the ingoing condition report, apart from reasonable wear and tear.

WHAT IS "REASONABLE WEAR AND TEAR"?

Living in a home will cause wear and tear through ordinary day to day use and/or natural forces. This is what is known as "reasonable wear and tear".

Damage that is caused by your intentional, negligent or careless actions is not reasonable wear and tear.

In determining whether damage in the bathroom is reasonable wear and tear, the Residential Tenancy Commissioner will consider a range of factors including:

- the age, quality and condition of any item at the beginning of the tenancy;
- the average lifespan of the item
- the extent and noticeability of the damage;
- the number of tenants and household composition;
- the length of the tenancy;
- the impact of the damage on future tenancies.

Please be aware, that you are also responsible for damage caused by guests that you have invited onto your property.

EXAMPLES OF WHAT IS REASONABLE WEAR AND TEAR

None of the following decisions are binding on the Residential Tenancy Commissioner or the Magistrates Court of Tasmania, though they may provide a guide as to how your case may be decided. Any decision will be highly dependent on the specific circumstances of your case.

ITEM	DECISION	CASE
Cracked bathroom tiles	Cracked tiles in the bathroom <u>was reasonable wear and tear</u> because the ingoing condition report noted tiling cracked around the bath	<i>Weber v Franks (Tenancy)</i> [2002] NSWCTTT 414
Hair in shower drain	A shower drain clogged by hair <u>was reasonable wear and tear</u> because not intentional or malicious	<i>Toru & Raveora v Cheow (Tenancy)</i> [2005] NSWCTTT 410



ITEM	DECISION	CASE
Unclean light fittings	Light fittings not left reasonably clean at the end of the tenancy having regard to the state of cleanliness at the commencement of the tenancy was <u>not reasonable wear and tear</u>	<i>Hosseini v Charmoun</i> [2021] NSWCATCD 3
Shower screen cracked	A cracked shower screen <u>was reasonable wear and tear</u> when landlord could not prove that damage was caused by negligent or intentional behaviour	<i>Weber v Franks (Tenancy)</i> [2002] NSWCTTT 414
Shower hinges	Shower hinges that needed to be replaced <u>was reasonable wear and tear</u> because there was no evidence that replacement became necessary because of any intentional or negligent act of tenant	<i>Archer v Pacific Link Community Housing Association (Tenancy)</i> [2008] NSWCTTT 1345
Discoloured tiles	Discolouration of tiles from using everyday cleaning products is <u>reasonable wear and tear</u> unless the landlord draws attention to the 'special handling' required by explicitly stating in lease agreement	<i>Talevski v Yarrow (Residential Tenancies)</i> [2015] VCAT 324
Stained Toilet	A stained toilet is reasonable wear and tear unless the landlord can establish that the that the tenant failed to keep it in a reasonably clean condition	<i>Shaw v Buziuk (Residential Tenancies)</i> [2015] VCAT 240
Towel rail	A broken rail caused by the action of downward pressure on the removing or replacing of a towel <u>is reasonable wear and tear</u>	<i>Howarth v McConchie (Tenancy)</i> [2006] NSWCTTT 541
Heated towel rail	A heated towel rail that has come away from the wall is reasonable wear and tear given that it was eight years old an the landlord was unable to establish that the tenant failed to take reasonable care of it	<i>Shaw v Buziuk (Residential Tenancies)</i> [2015] VCAT 240
Vanity unit - heat damage	Heat damage caused by a hair straightener was <u>not reasonable wear and tear</u> . Tenant had to pay compensation but not full replacement as the unit remained functional	<i>Murphy v Woods (Tenancy)</i> [2010] NSWCTTT 609
Vanity unit - water damage I	Water damage resulting in swelled wood and an inability to slide open drawers was <u>not reasonable wear and tear</u> because brand new vanity unit had been installed immediately prior to tenant moving in two and a half years ago.	<i>Jong v Beevers Real Estate</i> [2013] QCAT 90
Vanity unit - water damage II	Water damage resulting in varnished wooden services being significantly degraded and the Cupboard doors swollen and split was <u>not reasonable wear and tear</u>	<i>Okazaki v Dickerson</i> [2019] NSWCATCD 71



EVIDENCE YOU SHOULD PROVIDE IN A BOND CLAIM OR DISPUTE

As well as arguing that any damage to an item in the bathroom is reasonable wear and tear, you can also defend a claim to your bond on the basis that, for example:

- The item has not been damaged;
- The item has been damaged and it is not reasonable wear and tear, but the amount of money the landlord is asking for is excessive; and/or
- The item has been damaged but it is the landlord's responsibility.

ARGUMENT	EVIDENCE NEEDED
No damage	<ul style="list-style-type: none"> • Ingoing condition report • Outgoing condition report • Photos and/or videos from start and end of tenancy • Photos and/or videos from the end of the tenancy
Reasonable wear and tear	<ul style="list-style-type: none"> • Evidence of the length of the tenancy • Evidence of the number of people living in the property • Evidence of household composition • Evidence of age of the item • The ingoing condition report • Photos from start and end of tenancy • Photos demonstrating that damage not excessive • Evidence, such as signed and dated witness statement or statutory declarations, photographs, expert reports that damage occurred during the normal use of the bathroom
Landlord's claim is unreasonable	<ul style="list-style-type: none"> • Cheaper quotation/s from different suppliers • Receipts demonstrating that repairs/cleaning were carried out • Evidence demonstrating the extent of the damage • Evidence demonstrating the impact of the damage on the function of the item • Evidence of the age of the item. According to the <i>Australian Taxation Office Rental Properties Guide 2021</i> average lifespan are: <ul style="list-style-type: none"> - Fixtures including vanity units, taps, toilets, wash basins and heated towel rails 10 years - Accessories including mirrors, rails, soap holders and toilet roll holders 5 years - Exhaust fans 10 years - Shower curtains 2 years