



**Bond Special:**

# **Kitchen Fixtures & Fittings**

Information for Tenants

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## **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 to kitchen fixtures and fittings including dishwashers, cooktops, rangers and ovens is reasonable wear and tear, the Residential Tenancy Commissioner will consider a range of factors including:

- the age, quality and condition of the item at the beginning of the tenancy;
- the length of the tenancy;
- the extent and noticeability of the damage;
- the cause of the damage;
- the average lifespan of the item, which according to the Australian Tax Office:
  - 12 years for stoves, ovens, cooktops, range hoods and refrigerators;
  - 10 years for dishwashers, microwaves, garbage disposal units;
  - 5 years for crockery and cutlery;
  - Miscellaneous items (including taps and sinks) have no set useful life, but can be estimated dependent on normal use, material etc.

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.

## Bond Kitchen Fixtures & Fittings: Examples



ITEM	DECISION	CASE
<b>Replacement of oven</b>	Oven was more than 30 years old. Shelf-life of 12 years. Landlord not entitled to replacement cost	<i>Carlisle v Krowing (Residential Tenancies)</i> [2017] VCAT 1761
<b>Stove knobs and rubber seals needing replacing</b>	Missing markings on stove knobs and missing rubber seals <u>was reasonable wear and tear</u> in the absence of intentional or negligent damage caused by tenants	<i>Fournaris v Andrews (Tenancy)</i> [2007] NSWCTTT 583
<b>Grease present in range hood filters</b>	After six-year tenancy was reasonable wear and tear but because of difficulty removing filters due to built-up of grease, one third of filter replacement paid to landlord	<i>Soun v Woods (Tenancy)</i> [2013] NSWCTTT 65
<b>Dishwasher hinges and springs</b>	The dishwasher was 13 years old. Had shelf-life of 10 years. Replacement of hinge and spring mechanism to dishwasher door <u>was reasonable wear and tear</u>	<i>Alexopoulos v Morley (Residential Tenancies)</i> [2015] VCAT 56
<b>Kitchen replacement</b>	A <u>landlord was not entitled to the cost of kitchen replacement</u> when the ingoing condition report notes some damage and the tenants lived in the property for 10 years	<i>Weber v Franks (Tenancy)</i> [2002] NSWCTTT 414
<b>Chipped tiles in kitchen caused by dropping crockery</b>	Damage occurred during tenancy and this <u>does exceed reasonable wear and tear</u>	<i>Murphy v Woods (Tenancy)</i> [2010] NSWCTTT 609
<b>Cracked tiles in kitchen</b>	Cracked tiles in kitchen was <u>not negligent or intentional damage</u> . Also noted that retiling resulted in substantial improve meant in quality of premises which tenant would not be liable for	<i>Rewar, Bhuriya &amp; Thawinan v Gabriel &amp; Gabriel</i> [2017] NTCAT 111



## EVIDENCE YOU SHOULD PROVIDE IN A BOND CLAIM OR DISPUTE

The onus is on the landlord to prove the tenant has caused damage to the kitchen and that they have suffered loss as a result. However, the tenant can and should provide their own evidence and arguments in support of their case.

If the owner alleges damage to kitchen fixtures and fittings the tenant can argue that:

- There is no damage;
- There is damage, but it is reasonable wear and tear;
- There is damage that is the tenant's responsibility, but the amount of money claimed by the landlord is unreasonable.

ARGUMENT	EVIDENCE NEEDED
<b>No damage</b>	<ul style="list-style-type: none"> <li>• Ingoing condition report</li> <li>• Outgoing condition report</li> <li>• Photos and/or videos from start and end of tenancy</li> <li>• Photos and/or videos from the end of the tenancy</li> </ul>
<b>Reasonable wear and tear</b>	<ul style="list-style-type: none"> <li>• Evidence of the length of the tenancy</li> <li>• Evidence of the number of people living in the property</li> <li>• Evidence of household composition</li> <li>• Evidence of age of the item</li> <li>• The ingoing condition report/ photos demonstrating the condition of the item at the beginning of the tenancy</li> <li>• Photos demonstrating that damage not excessive</li> </ul>
<b>Landlord's claim is unreasonable</b>	<ul style="list-style-type: none"> <li>• Cheaper quotation/s from different suppliers</li> <li>• Receipts demonstrating that repairs/cleaning were carried out</li> <li>• Evidence demonstrating the extent of the damage</li> <li>• Evidence demonstrating the impact of the damage on the function of the item</li> <li>• Evidence of the age of the item. According to the Australian Taxation Office, the average useful lifespan of kitchen fixtures and fittings are:                             <ul style="list-style-type: none"> <li>▶ 12 years for stoves, ovens, cooktops, range hoods and refrigerators;</li> <li>▶ 10 years for dishwashers, microwaves, garbage disposal units;</li> <li>▶ 5 years for crockery and cutlery;</li> <li>▶ Miscellaneous items (including taps and sinks) have no normal use, material etc</li> </ul> </li> </ul>