



Bond Special: Doors & Flyscreens

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 to doors and/or flyscreens is reasonable wear and tear, the Residential Tenancy Commissioner will consider a range of factors including:

- the age, quality and condition of the door and/or flyscreen at the beginning of the tenancy;
- the length of the tenancy;
- the size, extent and noticeability of the damage;
- the cause of the damage;
- the number of tenants and household composition;
- the average lifespan of doors and/or flyscreens. According to the Australian Taxation Office, there is no set useful life and therefore depreciates at 2.5% per annum however dependant 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.

ITEM	DECISION	CASE
Scratch marks on door caused by dog	Bedroom doors damaged by extensive vertical scratch marks caused by tenant's dogs <u>beyond reasonable wear and tear</u>	<i>Okazaki v Dickerson</i> [2019] NSWCATCD 64
Damage to french cedar doors	Some damage to bottom of doors probably caused by dog visiting on occasions <u>more than reasonable wear and tear</u> . Cost of repair apportioned because tenant in property for more than six years	<i>McGuire v Robins (Tenancy)</i> [2013] NSWCTTT 500

Bond Doors & Flyscreens: Examples



ITEM	DECISION	CASE
Slight damage on wall caused by door	Slight damage to wall caused by door handle <u>is reasonable wear and tear</u>	<i>Kent v Cheng & Shiu (Tenancy)</i> [2004] NSWCTTT 520
Screws affixing security chain to door fell out	Screws to security chain that fell out of the timber <u>is reasonable wear and tear</u>	<i>Wilson v Bowman (Tenancy)</i> [2011] NSWCTTT 520
Broken door handle	Broken door handle <u>is reasonable wear and tear</u> as landlord was unable to prove that damage was caused by intentional or negligent actions of tenant	<i>Johnson v Arnaud (Tenancy)</i> [2002] NSWCTTT 2
Damage to flyscreen not included on condition report	If there is no evidences to the condition of the fly screens at the beginning of the tenancy and no evidence of any deterioration which would not be attributed to wear and tear on flyscreen of that age, <u>the landlord cannot ask for a replacement</u> of the screen	<i>Crumbling v Lovering</i> [2020] ACAT 55
Damaged flyscreen	One flyscreen had a damaged frame that required replacing and six flyscreens that required gauze replaced. Tribunal not satisfied that damage <u>exceeded reasonable wear and tear</u>	<i>Murphy v Woods (Tenancy)</i> [2010] NSWCTTT 609
Dent in garage door	Negligently denting the garage door by backing a car into it and causing a dent is <u>more than reasonable wear and tear</u>	<i>Dowse v Butler</i> [2019] NSWCATCD 83
Dent in garage door	Landlord believed that garage door had been dented during the tenancy, probably by a tow bar. Tenant denied as their did not have tow bar and were unaware of any visitor causing damage. Unless the landlord can provide proof that tenant or visitor caused damage it is <u>not a tenant obligation</u> as driveway may be accessed by others (including people sent to perform repairs)	<i>Batkin v Kinna (Residential Tenancies)</i> [2018] VCAT 669; <i>JC v The Qs (Residential Tenancies)</i> VCAT 2538



EVIDENCE YOU SHOULD PROVIDE IN A BOND CLAIM OR DISPUTE

As well as arguing that any damage to doors and/or flyscreens 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 demonstrating the condition of the item at the beginning of the tenancy • Photos demonstrating that damage not excessive
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 doors and/or flyscreens. According to the <i>Australian Taxation Office Rental</i>, there is no set useful life and therefore depreciates at 2.5% per annum however dependent on normal use, material etc.