

Steam cleaned? Stained? Past its use-by date?



Bond Special: Carpets

Information for Tenants

DO I HAVE TO GET MY CARPETS PROFESSIONALLY CLEANED?

While your lease agreement and landlord/agent may say that you must have the carpet professionally cleaned at the end of your tenancy, you cannot be forced to have the carpet professionally cleaned if its condition does not warrant it. You are only required to leave the carpet in a reasonably clean condition relative to when your lease began: *Weber v Fleay & Fleay* [2008] NTRTCmr 26.

If the carpet is noticeably dirtier and/or stained than it was when you moved in, and you cannot remove the dirt/stains through other means, you may have to have the carpet professionally cleaned in order to comply with your obligations. If the carpet is in the same or similar condition to when you moved in, having reference to the incoming condition report, you will not.

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 meant by “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 carpet is reasonable wear and tear, the Residential Tenancy Commissioner will consider a range of factors including:

- the age, quality and condition of the carpet at the beginning of the tenancy;
- the average lifespan of carpet, which is 10 years, according to the Australian Tax Office;
- the extent and noticeability of the damage;
- the cause of the damage;
- the number and type of tenants and 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.

ITEM	DECISION	CASE
Baby Vomit	White marks caused by baby vomit are <u>not</u> reasonable wear and tear	<i>2 Test Pty Rajasingham</i> [2010] NSWCTTT 106
Sunlight	Fading of carpet colour caused by sunlight <u>is</u> reasonable wear and tear	<i>Bell & Bell v Boccola, Campbell & Lawrence</i> [2009] ACAT 26
Walking on Carpet	Damage to carpet caused by walking on it <u>is</u> reasonable wear and tear	<i>Bell & Bell v Boccola, Campbell & Lawrence</i> [2009] ACAT 26
Red wine	Red wine stains remaining after the carpets have been professionally cleaned <u>are</u> reasonable wear and tear	<i>McCarthy v Isagai</i> [2009] NSWCTTT 643

**Tenants'
Union of
Tasmania**

The information in this fact sheet is not legal advice. It is intended as a guide only. For information regarding a specific tenancy problem, please phone the Tenants' Union on (03) 6223 2641. The Tenants' Union of Tasmania accepts no responsibility for actions based on this information, nor for actions based on electronic translations of this information.

ITEM	DECISION	CASE
Make up	Makeup stains that cannot be removed are <u>not fair wear and tear</u>	<i>Tankard v Ogbonna</i> [2017] ACAT 72
Iron	Burn marks as a result of a hot iron being placed on the carpet are <u>not reasonable wear and tear</u>	<i>Berol v Kercheval</i> [2021] ACAT 73
Nail Polish	Nail polish stains that were unable to be removed despite professional steam cleaning are <u>not reasonable wear and tear</u>	<i>Bell & Bell v Boccola, Campbell & Lawrence</i> [2009] ACAT 26
Storm damage	A failure to secure windows resulting in storm damage to carpets is <u>not reasonable wear and tear</u>	<i>Enna Investments Pty Ltd v McNamara</i> [2016] ACAT 63
Pet urine and/or defecation	Pet urine/faeces stains and smells that cannot be removed <u>are not reasonable wear and tear</u> .	<i>Green v Miller</i> [2005] NSWCTTT 703

EVIDENCE YOU SHOULD PROVIDE IN A BOND CLAIM OR DISPUTE

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

- the carpet has not been damaged;

ARGUMENT MADE	EVIDENCE NEEDED
No damage	<ul style="list-style-type: none"> • Ingoing Condition Report demonstrating that the carpet was already damaged • Outgoing condition report • Photos from start and end of tenancy • Receipt from carpet cleaning company
Reasonable wear and tear	<ul style="list-style-type: none"> • Evidence of the length of tenancy • Evidence of the number of people living in the property • Evidence of household composition (eg adults, children, elderly people) • Evidence of the age of the carpet • The ingoing condition report/ photos demonstrating the condition of the carpet at the beginning of the tenancy • Photos demonstrating that damage not excessive
Landlord's claim is excessive	<ul style="list-style-type: none"> • Cheaper quotation/s from different suppliers (carpet layers/carpet cleaning companies) • Receipts demonstrating that repairs/ cleaning were carried out • Evidence demonstrating the extent of damage • Evidence demonstrating the impact of the damage on the function of the carpet • Evidence of the age of the carpet, as average useful lifespan of carpet is 10 years (i.e. if the carpet is not new or near new the landlord should not be awarded the full cost of replacement)