

Reasonable? Pristine? What about rubbish?



Bond Special: Cleaning

Information for Tenants

WHAT ARE MY OBLIGATIONS AT THE END OF A TENANCY?

The tenant must return the premises to the landlord in a “reasonable state of cleanliness having regard to the condition the premises at the beginning of the tenancy”.

According to **non-binding** case law from interstate, this means that:

- The property does not need to be left in a pristine or perfect state of cleanliness: *Kaider (by Taplin Management Pty Ltd) v Howell* [2001] SARTT 32; *Graham, Caste, Pilonchery v French* [2013] NSWCTTT 15;
- The property does not need to be left in exactly the same state of cleanliness that it was in when the tenancy began: *Bray v Burns* [2015] VCAT 1174;
- The property does not have to be left in the state of cleanliness that the landlord may prefer for the net tenant, or to show through perspective tenants: *McPherson v Mitchener* [2015] VCAT 989; *Salir Pty Ltd v Morris* [2017] VCAT 495;
- Despite what your lease might say, you do not have to have the property professionally cleaned unless it is warranted, and the landlord cannot ask you to pay for a general “end of lease” clean unless it is warranted: *Theodor v Kelleher* [2018] VCAT 875;
- What is a “reasonable” state of cleanliness is determined objectively - it is not based on the landlord’s (or your) personal opinion of what is or is not reasonable: *Pedler v Im & Deane* [2018] SACAT 10.



EXAMPLES OF WHAT IS AND IS NOT REASONABLY CLEAN

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
Professional cleaner engaged for internal clean	Internally premises were in a <u>reasonable state of cleanliness</u> because the tenant had engaged professional cleaners	<i>Collins v Caruana (Tenancy)</i> [2011] NSWCTTT 569
General clean	<u>Reasonable state of cleanliness</u> apart from small amount of bond withheld for build-up of grease on hotplates, overflowing rubbish bins and small number of weeds	<i>Yan v Mason (Residential Tenancies)</i> [2015] VCAT 1778
Grease stains and cobwebs	Grease stains on the kitchen cooktop, oven and range hood, as well as cobwebs is <u>not a reasonable state of cleanliness</u>	<i>Fossati v Travers, Neave (Tenancy)</i> [2012] NSWCTTT 320
Dusty curtains	Held that curtains were returned in a <u>reasonable state of cleanliness</u> even if dusty	<i>Kaider (by Taplin Management Pty Ltd) v Howell</i> [2001] SARTT 23
General clean	<u>Not reasonable state of cleanliness</u> : floor tiles, power points, door handles, window sills and skirting boards dirty, cupboard drawers and shelves in the kitchen and bathrooms needed wiping, the shower screens vanity basins and bath needed wiping and there was dirt in the sliding shower screen cavities and rear sliding door. The oven, hot plates, kitchen benches, tiles and dishwasher needed wiping over. The glass of back door needed to have dog marks removed. However, the landlord's claim was excessive as they were seeking the return of a pristine not reasonably clean property	<i>Bray v Burns (Residential Tenancies)</i> [2015] VCAT 1174
Skip bin - rubbish removal	Tenant will be liable for the entire cost of a skip bin only if the landlord can prove that it was used exclusively for the tenant's rubbish	<i>Weber v Franks (Tenancy)</i> [2002] NSWCTTT 414
Rubbish removal	<u>Reasonable state of cleanliness</u> if rubbish bags placed neatly beside full bin	<i>Sharman v Flanagan (Residential Tenancies)</i> [2021] VCAT 451
Dirt underneath stoves, fridges and other large items	Tenant <u>not responsible</u> for cleaning underneath large items such as a stove or refrigerator if photos demonstrating that those area were clean prior to the tenancy having commenced not having been provided as part of the ingoing condition report.	Tasmania's Residential Tenancy Commissioner (Bond No: 1000176851)



EVIDENCE YOU SHOULD PROVIDE IN A BOND CLAIM OR DISPUTE

The onus is on your landlord to prove that you have not left the property in a reasonable state of cleanliness: *Pedler v Im & Deane* [2018] SACAT 10. However, it is recommended that you supply your own evidence and submissions to support your case.

ARGUMENT	EVIDENCE NEEDED
Reasonable state of cleanliness	<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 • Receipt from cleaning company • Evidence of the age of the property • Detailed written account of cleaning done during and at the end of the tenancy (see <i>Pepper v Claney</i> [2012] NSWCTT 522)
Tenant not responsible for uncleanliness	<ul style="list-style-type: none"> • Evidence that the uncleanliness was caused by: <ul style="list-style-type: none"> ▸ the landlord; ▸ an agent of the landlord (eg tradesperson); ▸ another party that you did not invite onto the property; ▸ the landlord's failure to carry out repairs; or ▸ a structural defect with the property. • Notice of the uncleanliness and its cause provided to the landlord (eg email or text message)
Landlord's claim is excessive	<ul style="list-style-type: none"> • Alternative quotation/s • Evidence the landlord had cheaper/free options available to them (eg council bins as opposed to the tip) • Evidence that the landlord refused you access to clean affected areas, if the disorder is minor • Receipt from cleaning company • Evidence landlord has rented out the property again for the same/higher rent without doing additional cleaning • Evidence that the landlord did the work themselves, and that they are not a professional cleaner