



Bond Special: Flooring

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 the flooring is reasonable wear and tear, the Residential Tenancy Commissioner will consider a range of factors including:

- the age, quality and condition of the flooring at the beginning of the tenancy;
- the average lifespan of the flooring which is 10-15 years according to the Australian Tax Office;
- 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
Scratches to timber floor boards	All floor boards over a period of time are likely to show marks, scratches or even some indentions. <u>Deep indentations are not reasonable wear and tear.</u>	<i>Green v Miller (Tenancy)</i> [2005] NSWCTTT 703
Scratches to timber floor boards caused by lounge suit	Scratches caused by use of longe suite was reasonable <u>wear and tear</u> because furniture will move incrementally with regular use	<i>Dolan v Rylands (Residential Tenancies)</i> [2020] VCAT 851



ITEM	DECISION	CASE
Scratches to timber floor boards caused by coffee table	Scratches on floor boards caused by coffee table <u>beyond reasonable wear and tear</u> because several large scratches appeared to go beneath the surface of the boards and some gauging was apparent from the photos	<i>Raper v Sanderson (Tenancy)</i> [2009] NSWCTTT 385
Scratches on timber floating floor	Marks and damage from a child's toy was <u>beyond reasonable wear and tear</u> but complete resounding unnecessary. Some scratches noted on in going condition report. Tenant liable for one-sixth of the re-sanding costs	<i>Morgan v Kihara (Tenancy)</i> [2010] NSWCTTT 490
Scratches to timber floor	The timber floor had been sanded and refinished one year before tenants moved in. Tenants lived in property for two years. Scratches and marks at end of tenancy <u>exceeded reasonable wear and tear</u> . Tenant liable for 70 per cent of cost claimed as floors do not have indefinite lifespan	<i>Long v Paetzold & Ors (Tenancy)</i> [2010] NSWCTTT 509
Indentations from high heels I	After three years in the property the floors were in good condition with small indentations from high heels held to be <u>reasonable wear and tear</u> resulting from normal use of premises	<i>Acevska v Foss (Tenancy)</i> [2010] NSWCTTT 377
Indentations from high heels II	Floor boards had been freshly sanded and polished at commencement of tenancy. Minor scuffs and scratches are reasonable wear and tear associates with normal everyday use of a property. The <u>several large gauges and heavy indentations from high heel shoes go beyond reasonable wear and tear</u>	<i>Alexander & Persi v Rogan (Tenancy)</i> [2005] NSWCTTT 377
Tear in linoleum flooring caused by bubbling	The linoleum flooring had been loosely laid (ie not glued or otherwise fixed to the floor) and bubbled in hot weather. A dining chair leg caught on bubble caused tear. <u>Not intentional or negligent conduct by tenant</u> . Landlord not entitled to compensation	<i>Macedone v Maruskanic, Porter (Tenancy)</i> [2012] NSWCTTT 354
Tear in linoleum flooring caused by dragging heavy item across floor	Linoleum floor was new and high quality at commencement of tenancy. Two holes in lino caused by heavy object being dragged across the floor at end of the tenancy. <u>Tenant responsible for replacement of entire lino</u> due to age and hole in middle of floor rather than hidden and therefore not appropriate to be patched	<i>Alexander & Persi v Rogan (Tenancy)</i> [2005] NSWCTTT 377
Discolouration of timber floor boards	Colour differentiation to floor boards throughout apartment caused by sunlight and placement of furniture is <u>reasonable wear and tear</u> . Also, slight discolouration caused by pet dog's water bowl is reasonable wear and tear	<i>Welch v Luke; Luke v Welch</i> [2019] NSWCATCD 72
Scratches and other marks on vinyl flooring	<u>Scratches and other marks amounted to a breach of the tenant's duty to ensure that care was taken to avoid damage</u> . Tenant liable for 50 per cent of replacement cost based on vinyl flooring lifespan of 10 years	<i>Piouilici v Koufidis (Residential Tenancies)</i> [2019] VCAT 984



EVIDENCE YOU SHOULD PROVIDE IN A BOND CLAIM OR DISPUTE

As well as arguing that any damage to flooring, including timber floor board, vinyl and linoleum is reasonable wear and tear, you can also defend a claim to your bond on the basis that, for example:

- The floor finishing has not been damaged;
- The floor finishing 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 floor finishing 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 flooring • The ingoing condition report/ photos demonstrating the condition of the flooring 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 flooring • Proof that the landlord has rented out the property again for the same or higher rent without fixing the damage • Evidence of the age of the flooring, as the average useful lifespan of floating timber floor is 15 years; Linoleum and vinyl is 10 years (ie if the flooring is not new or near new the landlord should not be awarded the full cost of replacement)