

Scuff marks? Repainted wall? Chips in doorframe?



Bond Special: Blinds & Curtains

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

- the age, quality and condition of any 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 blinds is 10 years, curtains have a lifespan of 6 years according to the Australian Taxation Office.

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
16-year-old vertical blinds	16-year-old vertical blinds have exceeded their useful life and any damage was the result of <u>reasonable wear and tear</u>	<i>Archer v Pacific link Community Housing Association (Tenancy)</i> [2008] NSWCTTT 1345
Damage to venetian blinds	Damage to Venetian blinds was <u>more than reasonable wear and tear</u> but blinds were also five years old, so tenant should only have to pay half of replacement cost	<i>Cancio v Ware (Tenancy)</i> [2004] NSWCTTT 498

Bond Blinds & Curtains: Examples



ITEM	DECISION	CASE
Malfunctioning blinds	A malfunctioning blind that was only able to be either completely open or shut <u>was reasonable wear and tear</u> despite all other functioning as intended. Maintenance not damage as blinds vary in use, orientation, manufacture, quality and installation	<i>Batkin v Kinna (Residential Tenancies)</i> [2018] VCAT 669
Water stains and mould on blinds	Neglect by tenants resulting in water stains and mould on blinds meant <u>not reasonable wear and tear</u> but costs reduced due to being 8 years old	<i>McGuire v Robins (Tenancy)</i> [2013] NSWCTTT 500
Venetian blinds not closing properly	No evidence that the venetian blinds not closing properly was the result of intentional or negligent behaviour by tenant. Therefore, more likely <u>reasonable wear and tear</u>	<i>Fournaris v Andrews (Tenancy)</i> [2007] NSWCTTT 583
Small stain on vertical blinds	A stain on the vertical blind, which was approximately the size of a five-cent piece was <u>no more than reasonable wear and tear</u>	<i>Choong v Liu</i> [2013] SADC 76
Minimal damage to blinds	Minimal damage to the blinds was <u>reasonable wear and tear</u> , especially when the tenant had photographs demonstrating condition prior to moving into the property	<i>Crumbing v Lovering (Residential Tenancies)</i> [2020] ACAT 55
Minor damage to blinds	Minor damage to blinds in a children's bedroom is <u>reasonable wear and tear</u> because blinds not robust, are meant to be opened and closed daily and appeared to be the result of ordinary use	<i>Tankard v Ogbonna (Residential Tenancies)</i> [2017] ACAT 72
Six-year-old curtains	If the curtains are more than 6 years old, their value is zero and the <u>tenants do not have to pay any</u> portion of replacement cost	<i>Buckland v Goodwin (Tenancy)</i> [2009] NSWCTTT 685
Small tear in curtain	A small tear in curtain <u>was reasonable wear and tear</u>	<i>Fournaris v Andrews (Tenancy)</i> [2007] NSWCTTT 583
Stained and ripped curtains	Badly stained and ripped curtains is <u>more than reasonable wear and tear</u>	<i>Enna Investments Pty v McNamara (Residential Tenancies)</i> [2016] ACAT 63
Rubber melted into curtains	Curtains which had been tied in a knot with a rubber band that had melted was negligent damage and <u>not reasonable wear and tear</u>	<i>Dowse v Butler</i> [2019] NSWCATD 83

EVIDENCE YOU SHOULD PROVIDE IN A BOND CLAIM OR DISPUTE

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

- The blinds and/or curtains have not been damaged;
- The blinds and/or curtains have 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 blinds and/or curtains have 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 • Receipt from cleaning company
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 (eg children) • The ingoing and outgoing condition reports • Photos from the start and the end of the tenancy • Photos demonstrating that damage not excessive • Evidence such as signed and dated witness statements or statutory declarations, photographs, expert reports that damage occurred during the normal use of the property
Landlord's claim is unreasonable	<ul style="list-style-type: none"> • Cheaper quotation/s from different suppliers • Receipts demonstrating that repair/cleaning was carried out • Evidence demonstrating the extent of the damage • Evidence demonstrating the impact of the damage on the function of the item • Evidence of age of item. The deemed lifespan of blinds is 10 years and curtains have a deemed lifespan of 6 years