

Decision of the Commissioner for Consumer Protection

Section 11J *Residential Tenancies Act 1987 (WA)* (RTA)

Application Number: [redacted]
Application Type: Security Bond Release Application
Bond Reference: [redacted]
Rented Premises: [redacted]
Bond Amount: \$3,200.00
Tenant(s): [redacted]
Landlord(s): [redacted]

Decision

The Commissioner decides:

1. \$3,200.00 to be paid to the landlord.
2. No amount is to be paid to the tenant.

Security Bond Release Application

The bond administrator (Bonds Administration) has referred a Security Bond Release Application (application) to the Commissioner for Consumer Protection (the Commissioner) on 30 March 2026, as all parties did not come to an agreement.

The claims in the application total \$3,200.00, as categorised below:

- \$598.99 for repairing damage.
- \$0.00 for garden repair and maintenance.
- \$0.00 for carpet cleaning.
- \$1,606.00 for general cleaning.
- \$0.00 for pet fumigation.
- \$198.00 for locks, keys and security devices.
- \$0.00 for unpaid rent.
- \$427.93 for unpaid utilities.
- \$369.08 for other breaches of the agreement.

Evidence

The landlord and tenant were invited to provide evidence to support their view about the application.

The landlord provided the following evidence:

- Written submission to Consumer Protection.
- Verbal information to Consumer Protection.
- Incoming Property Condition Report.

- Photographs from final bond inspection.
- Invoice from [redacted].
- Invoice from [redacted].
- Invoices from [redacted].
- Invoices for electricity consumption.

The tenants did not provide any evidence to Consumer Protection to support their view.

Reasons for decision

As a delegate of the Commissioner, I have reviewed all the evidence. Only the evidence relevant to deciding this application is mentioned in these reasons for decision.

I am required to make a decision about this application by:

- Deciding the entitlement, if any, of the landlord to a payment from the bond;
- Working out the balance, if any, to be paid to the tenant; and
- If there are two or more tenants, deciding how much of the balance is to be divided between the tenants.¹

Repairing damage

The tenant must not cause or permit any intentional or negligent damage to the premises.² At the end of the tenancy, the tenant must leave the premises in as close as possible to the same condition compared to when they moved in, less fair wear and tear.³

Where a tenant has caused or permitted intentional or negligent damage to the premises, or to chattels (such as furniture, appliances, and window coverings), the landlord is entitled to an amount from the bond to cover:

- Reasonable costs to repair or restore the premises to their original condition.⁴
- Reasonable costs to repair or replace the chattels.⁵

The amounts listed below outline the parties' views on how much the landlord should be paid from the bond for repairing damage:

- \$598.99 – Bond release application.
- \$598.99 – Landlord's response to the Commissioner.
- The tenant did not respond to the Commissioner with their views about this claim.

The landlord has provided the ingoing Property Condition Report (PCR) and photographs taken during the final bond inspection. These photographs show damage to the premises that exceeds fair wear and tear when compared with the condition recorded at the commencement of the tenancy.

The landlord has provided an invoice for repairs carried out by [redacted] at the end of the tenancy. I am satisfied that the repairs outlined in the invoice for replacing a door handle, replacing a window lock, attaching a shoe rack to wall and removing brackets installed in a cupboard, relate to the damage caused during the tenancy and were reasonably required to remediate that damage.

The remaining portion of the amount claimed relates to alleged damage in communal areas, which is considered separately under another category of this determination.

¹ Section 81R *Residential Tenancies Act 1987* (WA).

² Section 38(1)(c) *Residential Tenancies Act 1987* (WA).

³ Clause 45.2 Form 1AA and clause 43.2 Form 1AD.

⁴ Section 81E(1)(a) *Residential Tenancies Act 1987* (WA).

⁵ Section 81E(1)(b) *Residential Tenancies Act 1987* (WA).

Based on the information provided, I am satisfied that \$500.00 is to be paid to the landlord under this category.

Carpet cleaning

The tenant is required to keep the premises in a reasonable state of cleanliness.⁶ At the end of the tenancy, the tenant must leave the premises in as close as possible to the same condition compared to when they moved in, less any fair wear and tear.⁷

Where a tenant has not left the carpets at the premises reasonably clean, compared to the condition of the carpets at the start of the tenancy, the landlord is entitled to an amount from the bond to cover the cost of carpet cleaning.⁸

The amounts listed below outline the parties' views on how much the landlord should be paid from the bond for carpet cleaning:

- \$0.00 – Bond release application.
- \$166.00 – Landlord's response to the Commissioner.
- The tenant did not respond to the Commissioner with their views about this claim.

In the bond application the landlord included the claim under general cleaning, however an itemised invoice was provided showing the amount charged for carpet cleaning, which is being considered under this category.

This tenancy agreement includes a clause which requires the tenant to complete professional carpet cleaning at the end of the tenancy. Photographs of the carpets in the ingoing PCR show they were in a clean condition at the commencement of the tenancy. Photographs from the final inspection show that the carpets appear unclean and required carpet cleaning.

The landlord has substantiated the claim by providing a copy of the tenancy agreement and an invoice from [redacted]. While the invoice is itemised for multiple cleaning services conducted at the end of the tenancy, it includes a charge for professional carpet cleaning, which is the subject of this claim.

Based on the information provided, I am satisfied that \$166.00 is to be paid to the landlord under this category.

General cleaning

The tenant is required to keep the premises in a reasonable state of cleanliness.⁹ At the end of the tenancy, the tenant must leave the premises in as close as possible to the same condition compared to when they moved in, less fair wear and tear.¹⁰

Where a tenant has not left the premises reasonably clean, compared to the condition of cleanliness the premises were at the start of the tenancy, the landlord is entitled to an amount from the bond to cover the cost of cleaning.¹¹

The amounts listed below outline the parties' views on how much the landlord should be paid from the bond for general cleaning:

- \$1,606.00 – Bond release application.

⁶ Section 38(1)(a) *Residential Tenancies Act 1987* (WA).

⁷ Clause 45.2 Form 1AA.

⁸ Section 81E(1)(d) *Residential Tenancies Act 1987* (WA).

⁹ Section 38(1)(a) *Residential Tenancies Act 1987* (WA).

¹⁰ Clause 45.2 Form 1AA and clause 43.2 Form 1AD.

¹¹ Section 81E(1)(d) *Residential Tenancies Act 1987* (WA).

- \$1,440.00 – Landlord's response to the Commissioner.
- The tenant did not respond to the Commissioner with their views about this claim.

The landlord has provided the PCR and photographs taken during the final bond inspection. The ingoing PCR records some existing dirt and cleaning issues noted by the tenant at the start of the tenancy. However, the outgoing photographs show that the premises required a greater level of cleaning when compared with the ingoing condition. In particular the ingoing PCR shows photos of the oven, microwave, fridge and bathroom in a clean condition. The final inspection shows that these areas required further cleaning.

The landlord has provided an invoice for cleaning services conducted at the end of the tenancy, which includes a vacate clean, cleaning of three mattresses, and rubbish removal from the storeroom for the premises. I am satisfied that the services outlined in the invoice relate to cleaning required at the premises at the end of the tenancy to return the premises to a reasonably clean condition, compared with the condition at the start of the tenancy, including the removal of items left behind in the storeroom.

Based on the information provided, I am satisfied that \$1,440.00 is to be paid to the landlord under this category.

Locks, keys and security devices

At the end of the tenancy, the tenant must return all keys, fobs, garage remotes and other locking devices to the landlord.

Where a tenant has altered, removed or added a lock or other security device without the landlord's approval, the landlord is entitled to an amount from the bond to cover the cost of replacing the lock or security device.¹²

The amounts listed below outline the parties' views on how much the landlord should be paid from the bond for locks, keys and security devices:

- \$198.00 – Bond release application.
- \$198.00 – Landlord's response to the Commissioner.
- The tenant did not respond to the Commissioner with their views about this claim.

At the beginning of the tenancy, the tenant was provided with keys and security devices, however, there is no evidence specifying the number of keys, fobs or remotes provided or returned.

The landlord states in their written submission to Consumer Protection that the tenant returned fobs at the end of the tenancy, however they were inactive due to them being cloned. The landlord has provided an invoice from the Strata Manager for the replacement of one fob and two remotes. The landlord has also provided the applicable strata by-laws, which place responsibility on occupiers for the replacement of lost or compromised access devices.

Based on the information provided, I am satisfied that the landlord is entitled to the claim and that \$198.00 is to be paid to the landlord under this category.

Unpaid utilities

The amounts listed below outline the parties' views on how much the landlord should be paid from the bond for unpaid utilities:

¹² Section 81E(1)(e) *Residential Tenancies Act 1987* (WA).

- \$427.93 – Bond release application.
- \$427.93 – Landlord's response to the Commissioner.
- The tenant did not respond to the Commissioner with their views about this claim.

A landlord is entitled to an amount from the bond for unpaid utilities (e.g. water, gas, electricity) where the tenant has failed to pay for their consumption of a utility, and where all the following apply:¹³

- the lease agreement outlines the tenant's responsibility to pay for usage of the utility; and
- the utility invoice is in the landlord's name; and
- the landlord provided the tenant with written notice of their consumption charges, within 30 days of the landlord receiving the utility invoice; and
- the premises are fitted with a device that separately measures water usage; or
- a prior written agreement exists specifying the method for calculating the utility consumption.

Lease agreement details: Electricity is separately metered, and charges are issued by the Strata Manager based on periodic meter readings.

The landlord has provided two electricity invoices issued by the property manager to the tenant, covering billing periods from 15 December 2025 to 14 January 2026, and 14 January 2026 to 16 February 2026, which were incurred during the tenancy and remain unpaid.

Based on the information provided, I am satisfied that \$427.93 is to be paid to the landlord under this category.

Other breaches of agreement

The amounts listed below outline the parties' views on how much the landlord should be paid from the bond for other breaches of agreement:

- \$369.08 – Bond release application.
- \$369.08 – Landlord's response to the Commissioner.
- The tenant did not respond to the Commissioner with their views about this claim.

The tenancy agreement includes a Clause in Part C which requires the tenant to comply with all the rules and by-laws governing the use of the premises and the common areas. Tenants are obliged not to damage common property except for reasonable wear and tear arising from its intended use. Where a tenant causes damage to common property that goes beyond reasonable wear and tear, the landlord is entitled to claim an amount from the bond to cover the cost of repair or rectification.

In their written submission to Consumer Protection, the landlord states that the tenant caused damage to the Car bay for [redacted], requiring cleaning and professional spray painting to return the area to its original condition. An invoice in the amount of \$132.00 has been provided for rectification works undertaken by the managing strata company.

The landlord also states that the tenant was observed causing damage to the communal [redacted] on CCTV footage. An invoice from the Strata Manager to the landlord for \$1,309.00 has been provided for rectification works in relation to that damage.

The landlord has provided sufficient evidence for their claim for damage to common property. The landlord is entitled to the full amount of \$132.00 for damage to the parking bay as per invoice, together with \$336.07 for repairs to the communal [redacted], being a portion of the invoice provided.

¹³ Section 81E(1)(c) *Residential Tenancies Act 1987* (WA).

Based on the information provided, I am satisfied that \$468.07 is to be paid to the landlord under this category.

Appeal

A tenant or landlord who is dissatisfied with this decision can appeal to the Magistrates Court of Western Australia. Appeals must be lodged within seven days after receiving this decision, or a later date if leave is granted by the Court.

The appeal can be started by lodging both a Form 12 – Application for court order and a copy of this notice with the Magistrates Court online at ecourts.justice.wa.gov.au/eCourtsPortal.

Once you have lodged your appeal, you must provide Bonds Administration with evidence of the lodgement, such as a lodgement receipt or screenshot from the eCourts portal, by emailing bondsadmin@lgirs.wa.gov.au as soon as possible. If this evidence is not provided within seven days of this notice, the bond may be released before the appeal is heard.

If you plan to appeal this decision, it is recommended that you review our guide for appealing the Commissioner's decision at www.consumerprotection.wa.gov.au/cdappeals, and the Magistrates Court's Residential Tenancy Applications fact sheet at www.magistratescourt.wa.gov.au/files/Factsheet_53.pdf.

Signed

[redacted]

Delegate of the Commissioner for Consumer Protection

DATE OF ORDER AND WRITTEN REASONS

17 April 2026