

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: \$2,860.00 (including \$260.00 pet bond)
Tenant(s): [redacted] and [redacted] (the tenant)
Landlord(s): [redacted] (the landlord)

Decision

The Commissioner decides:

1. \$1,964.69 to be paid to the landlord.
2. \$895.31 to be paid to the tenant.
3. The amount paid to the tenant will be divided as follows:
 - a. \$447.65 to [redacted]
 - b. \$447.66 to [redacted]

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 \$2,004.69, as categorised below:

- \$0.00 for repairing damage.
- \$0.00 for garden repair and maintenance.
- \$0.00 for carpet cleaning.
- \$0.00 for general cleaning.
- \$0.00 for pet fumigation.
- \$0.00 for locks, keys and security devices.
- \$0.00 for unpaid rent.
- \$0.00 for unpaid utilities.
- \$2,004.69 for other breaches of the agreement.

This application was submitted during the transition to the new streamlined bond process, before claim category information was required. Further information about the claims was provided, and the reasons for the decision are addressed under the relevant categories below.

Evidence

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

The landlord provided the following evidence:

- Written submissions to Consumer Protection.
- Verbal information to Consumer Protection.
- Invoices – various.
- Photographs – various.
- Incoming Property Condition Report.
- Outgoing Property Condition Report.
- Residential Tenancy Agreement.

The tenant provided the following evidence:

- Written submissions to Consumer Protection.
- Photographs – various.

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:

- \$0.00 – Bond release application.
- \$1,144.00 – Landlord's response to the Commissioner.
- \$0.00 – Tenant's response to the Commissioner.

Part C of the Residential Tenancy Agreement for this tenancy outlines additional requirements to prevent damages. It is noted that:

- Tenants are not to patch paint walls, ceilings or doors.

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

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).

- Tenants are not to fix “posters, nails, stickers, screws, poster putty, blu-tac, adhesive tape, or fittings” to walls, ceilings or doors.
- If the tenant is given written approval to fix items to walls, they are to be returned to the original condition.
- A drip tray must be used to prevent grease and oil stains wherever a car is being parked.

Paint repairs

The landlord has submitted an invoice for \$704.00 from [redacted] for patching and painting kitchen ceiling and walls in bedroom one and two.

In the written submission to Consumer Protection, the landlord advised that the property was newly built and had not been occupied by anyone prior to the tenants. The landlord has provided the incoming and outgoing Property Condition Reports (PCRs) along with photographs taken at the final bond inspection. The outgoing PCR and accompanying photographs indicate the tenant attempted to repair holes in walls and doors that were not recorded as damaged in the incoming PCR.

In their written submission to Consumer Protection, the tenant stated that no proof of painting work had been provided and said there was nothing wrong apart from scuff marks, which they considered normal and consistent with fair wear and tear.

Based on invoices and evidence provided by the landlord, I am satisfied the damage was done during the tenancy and exceeds fair wear and tear. I am satisfied \$704.00 is to be paid to the landlord for patching and painting.

Oil stains

The landlord has submitted an itemised invoice for \$440.00 from [redacted] noting that \$400.00 of this invoice is for the removal of oil stains from the garage floor and driveway.

The incoming PCR notes that the driveway was in good condition, with no visible stains or damage. In contrast, the outgoing PCR and photos show that there were visible oil stains on the driveway at the end of the tenancy.

In the incoming PCR, the garage floor was recorded as having visible dirt and some minor stains. However, the outgoing PCR and supporting photographs show there are significantly more oil stains.

Considering the information provided, I am satisfied that \$400.00 is to be paid to the landlord for cleaning oil stains.

Clothesline repairs

The invoice from [redacted] includes \$40.00 for rewiring the clothesline.

The clothesline is not recorded in the incoming PCR, as it was installed at the tenant's request during the tenancy. The landlord is seeking the costs of repairing the clothesline, which is noted as in need of fixing on the outgoing PCR, on the basis that it had been in place for less than 12 months.

The tenant disputes that the clothesline required repairs and states that, had the line simply needed tightening, they would have attended to this themselves. The tenant considers the charge to be unwarranted.

The invoice refers to “tightening loose washing line strings.” Tightening a clothesline is considered routine maintenance rather than damage, as clotheslines can loosen over time due to normal use and weather conditions.

Accordingly, I am satisfied that the landlord is not entitled to any amount for repairs to the clothesline.

Based on the information provided, I am satisfied that \$1,104.00 is to be paid to the landlord for repairing damage.

General 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 fair wear and tear.⁷

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.⁸

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

- \$0.00 – Bond release application.
- \$525.00 – Landlord’s response to the Commissioner.
- \$0.00 – Tenant’s response to the Commissioner.

Part C of the Residential Tenancy Agreement requires the tenant to complete professional cleaning at the end of the tenancy. No evidence has been provided from either party to demonstrate that the tenant had the premises professionally cleaned upon vacating the tenancy.

The landlord has provided a pre-tenancy cleaning invoice and advised that as the premises were a new build, the builder was required to clean the premises prior to hand over.

The landlord provided a vacate cleaning invoice for \$525.00 from [redacted], along with incoming and outgoing PCRs. The incoming and outgoing PCRs demonstrate a significant difference in the cleanliness of the premises from the beginning to the end of the tenancy.

In the written submission to Consumer Protection the tenant advised when the premises was handed over it was not in a clean condition. Due to the house being a new build there was construction material left behind, and they needed to mop and clean the house due to shoe prints throughout. The incoming and outgoing PCRs, together with photographs taken at the final bond inspection, indicate that cleaning was required at the end of the tenancy. The information suggests this cleaning related to the general condition of the premises rather than debris associated with trades.

Based on the information provided, I am satisfied that \$525.00 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.

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

⁷ Clause 45.2 Form 1AA and clause 43.2 Form 1AD.

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

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.⁹

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:

- \$0.00 – Bond release application.
- \$145.00 – Landlord's response to the Commissioner.
- \$0.00 – Tenant's response to the Commissioner.

The tenant was provided 10 keys and two garage remotes at the start of the tenancy and returned the same number. However, in written submissions to Consumer Protection, the landlord stated that at the end of the tenancy, the keys returned did not fit the front door.

The tenant stated that the lock on the main door had never been functional. They advised that they did not report this issue to the agency because they were accessing the property through the garage door instead. Under the Residential Tenancies Act (RTA), a tenant is required to notify the landlord of any damage or maintenance issues as soon as practicable.¹⁰

The landlord requested that the tenant return the correct keys. At that time, the tenant did not advise the landlord of any damage to, or issues with, the front door lock and did not respond to the landlord.

As the landlord provided the tenant with an opportunity to return the correct keys and received no response, it was reasonable for the landlord to engage a locksmith to rekey the front door. Accordingly, the landlord is seeking to recover the costs incurred. Based on the information provided, I am satisfied that \$145.00 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:

- \$0.00 – Bond release application.
- \$95.69 – Landlord's response to the Commissioner.
- \$95.69 – Tenant's response to the Commissioner.

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:¹¹

- 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.

The Residential Tenancy Agreement details that the tenant is responsible for 100 per cent of the water consumption.

⁹ Section 81E(1)(e) *Residential Tenancies Act 1987* (WA).

¹⁰ Section 38(1)(b) *Residential Tenancies Act 1987* (WA).

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

The landlord provided a photograph of the water meter reading of 246 on 5 March 2026 and a previous water bill for the period 21 November 2025 to 27 January 2026 showing a meter reading of 211 (at \$2.7340 per kL).

- **Usage:** [redacted] = 35 kL (for the period 28 January 2026 to 4 March 2026).
- **Rate:** \$2.7340 per kL.
- **Amount:** 35 kL × \$2.7340 = \$95.69.

The tenant has provided written confirmation that they agree to the costs of the final water meter reading.

Based on the information provided, I am satisfied that \$95.69 is to be paid to the landlord under this category.

Claims from pet bond

A pet bond of \$260.00 is lodged with Bonds Administration for this premises.¹² A pet bond can only be used to cover pet fumigation and repairs to damage caused by the pet at the premises. Any portion of a pet bond which is not claimed for pet fumigation or pet damage must be returned to the tenant. The pet bond cannot be used for any other claims made by the landlord.

Pet fumigation

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.¹³ The tenant is required to keep the premises in a reasonable state of cleanliness.¹⁴

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

- \$0.00 – Bond release application.
- \$95.00 – Landlord's response to the Commissioner.
- The tenant did not respond to the Commissioner with their views about this claim.

The landlord has provided an invoice for \$95.00 from [redacted] with the Residential Tenancy Agreement. As part of the Residential Tenancy Agreement for this tenancy, the tenant is required to conduct fumigation and provide the invoice as evidence. The tenant has not provided an invoice or evidence fumigation was conducted.

Based on the information provided, I am satisfied that \$95.00 is to be paid to the landlord under this category.

Bond distribution to tenants

There is a remaining bond balance of \$895.31 to be distributed to the tenants.

Given there is more than one tenant in this application, I am required to decide how the balance of the security bond is divided between them.¹⁵

I have decided the remaining balance of the bond, \$895.31, will be distributed as follows:

- a. \$447.65 to [redacted]

¹² Section 29(1)(b)(ii) *Residential Tenancies Act 1987* (WA).

¹³ Clause 45.2 Form 1AA, and clause 43.2 Form 1AD.

¹⁴ Section 38(1)(a) *Residential Tenancies Act 1987* (WA).

¹⁵ Section 81R(2) *Residential Tenancies Act 1987* (WA).

b. \$447.66 to [redacted]

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

22 April 2026