

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: \$2,200.00
Tenant(s): [redacted], [redacted]
Landlord(s): [redacted]

Decision

The Commissioner decides:

1. \$1,965.12 to be paid to the landlord.
2. \$234.88 to be paid to the tenant.
3. The amount paid to the tenant will be divided as follows:
 - a. \$117.44 to [redacted]
 - b. \$117.44 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 31 March 2026, as all parties did not come to an agreement.

The claims in the application total \$1,965.12, as categorised below:

- \$1,965.12 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.
- \$0.00 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:

- [redacted] invoice.
- [redacted] invoice.
- Outgoing Property Condition Report.
- Outgoing Property Condition Report photographs.
- Ingoing Property Condition Report.
- Ingoing Property Condition Report photographs.
- Residential Tenancy Agreement.

The tenant provided the following evidence:

- Email communication with Agency regarding end of lease cleaning.
- Email communication with Agency regarding bond inspection.
- Email communication with Agency regarding paint peeling.
- Ingoing and Outgoing Property Condition Report.

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:

- \$1,965.12 – Bond release application.
- \$1,965.12 – Landlord's response to the Commissioner.
- \$580.00 – Tenant's response to the Commissioner.

The landlord has submitted both the ingoing and outgoing Property Condition Report (PCR), which show the condition of the premises at the start and end of the lease. The outgoing report indicates that the walls were not clean and had sustained damage, with areas where paint is missing. The report also notes that the window had a significant chip.

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).

Paint

The tenant has submitted email communications regarding the cleaning issues and the paint peeling. While the communication states the paint was peeling, there is no evidence to show that this was an ongoing issue during the tenancy. In relation to the cleaning, it is the tenant's responsibility to leave the premises in a reasonable state of cleanliness, when giving vacant possession as reflected in the PCR requirements.

As the damage occurred during the tenancy and does not constitute fair wear and tear, it amounts to a breach of the tenant's obligations under the tenancy agreement. The landlord is therefore entitled to claim the reasonable cost of these repairs from the bond. The landlord has supplied [redacted] invoices: one showing the total cost of the work as \$3,648.00, and another showing a portion billed to the tenant in the amount of \$1,500.00.

I note that the tenant resided in the premises for seven years, during which some wear and tear would be expected. However, having regard to this, the damage identified does not appear to constitute fair wear and tear. I understand that the landlord has incurred the cost of painting the entire house but has only charged the tenant for the damage. I am satisfied that the cost of repairing the damage is reasonable, noting that the landlord cannot claim the full amount due to depreciation, and that the amount sought appropriately reflects the cost of restoring the premises to their original condition, less fair wear and tear.

Broken window

The landlord has submitted an invoice in the amount of \$465.12 for the repair of a chipped window. The ingoing PCR shows that at the start of the tenancy the window was not damaged. The outgoing PCR confirms the damage occurred during the tenancy and was not noted as pre-existing. As the damage was caused during the tenancy, it constitutes a breach of the tenant's obligations under the tenancy agreement. I am satisfied that the invoice supports the work undertaken and that the cost claimed is reasonable to restore the window to its original condition.

Based on the information provided, I am satisfied that \$1,965.12 is to be paid to the landlord under this category.

Bond distribution to tenants

There is a remaining bond balance of \$234.88 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.⁶

I have decided the remaining balance of the bond, \$234.88., will be distributed as follows:

- a. \$117.44 to [redacted]
- b. \$117.44 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.

⁶ Section 81R(2) *Residential Tenancies Act 1987* (WA).

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@qirs.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