

Residential Tenancies and Rooming Accommodation and Other Legislation Amendment Bill 2024

Submission No: 95
Submitted by: Mavis Burns
Publication:
Attachments:
Submitter Comments:

Introduction

Terms of Reference

This submission will focus on the entry and exit condition reports required and the current complications of using these reports as evidence for exiting a rental agreement to receive the return of the rental bond. The need to clarify the term “fair wear and tear” within the Rental Tenancy Act will also be addressed.

Introduction

Moving from a rental property is a stressful event and the importance of a condition report becomes very evident. The wording of the document with supporting photos of the condition of a property are crucial to whether the bond is returned in full. We realised this first hand, when exiting.

Although the condition report’s initial intent was to confirm damage and cleanliness, I suggest the lack of concise wording coupled with the abundance of photos means that it has become a cumbersome task for both the agent and the tenant in proving the house/ unit are “reasonably” clean.

The focus on “professional bond cleans” and the power of the agent to scrutinise each aspect of the residence and the use different photos to compare has created a lengthy and exhausting process which not only becomes stressful for people that are trying to do the “right thing” but the “carrot” of receiving the rental bond back means that individuals are forced to “re-clean” items that have been cleaned previously because of unseen “dust” or because the items are severely yellowed from age.

Background

The renters who rent from private landlords represent:

- 26% of the population
- tend to have lower incomes
- and spend a higher portion of their income on housing(abs.gov.au).
- therefore: a large part of their savings is tied up in a bond.

For others, who pay a larger amount of rent, the four-week bond, also represents a large amount of money; especially now when money is tight. **In either case**, return of the bonds are important to renters.

The use of **condition reports** are the driver of whether the bond is released or whether it ends as a bond dispute means that the property has the power and tends to use it. The property manager’s or agent’s interpretation also has an impact on the end result, giving them license to demand the tenant to perform unreasonable cleaning tasks.

The decision of the agent or property is instrumental in interpreting the return. This interpretation may:

- Cause undue stress.
- Create unnecessary costs for renters
- Influence whether the bond or only part of the bond is returned, therefore the

In discussions with other previous tenants I noted that many renters have had a negative experience regarding the exit of the property as the property manager can be forceful and somewhat intimidating in their approach.

Case Scenario

The following case study demonstrates what occurs when renting as experienced by my daughter, my husband and I when renting a property in Yeppoon.

Entry Condition Report

After a long ten-hour drive, we arrived at the premises in early afternoon. Visually the premises were clean although the following were quite visible:

- Numerous stains on kitchen counters
- Very stained toilet bowls
- Very worn and in some instances, damaged corked floors
- Worn, yellowed and stained cupboards

- Stained and worn bathtub and shower screen
- Newly carpeted rooms
- Freshly painted walls

We proceeded to review the entry report as instructed by agent, as they required it to be submitted asap. It became overwhelming to try to review the over 700 photos attached to the entry condition report, so eventually (after about an hour) we decided that it generally represented an overall view of current conditions and therefore accepted the condition. We were lenient because we were tired and thought that because of the existing condition that the property manager would be reasonable as long as we left in clean condition. We were not aware that we should also check on the Entry report

:

- dust on skirting boards.
- blind covers
- and miniscule marks on wall.
- existing weeds

When reviewing the photos that were presented, we noted that it represented, in most cases, a good representation of the premises, considering the age of the house, although wording on entry form did not totally represent the actual condition. As the photos were available, we disregarded and did not "nit pick" anything because we believed the photos were sufficient evidence, and we trusted the agent.

The entry condition report was submitted.

Interim inspections

In the initial house inspection (after 3 months) and subsequent inspections, the place was in:

- Very clean condition
- Toilet bowls had been cleaned by us so that you could see white not black (visiting granddaughter had been afraid to sit on toilets because of their initial condition)
- Stains on counter tops in kitchen and in study had been removed by us
- Only comment from realtor was that it had been inspected
- Yard was maintained

Exit report

We had moved most of the furniture to the garage, cleaned carpets, cleaned windows, etc as deemed in a "full bond clean." We loaded the removal truck on Friday night and my husband and son left.

The garden had been:

- whipper snipped
- fellow paid to remove large palm fronds- needed a trailer
- intentionally left some plants in side garden bed to make it look better
- left with grass clippings as neighbour thought it would be okay
- shed cleaned and roof cleared (although never used)

My daughter and I stayed back to continue:

- packing "bits and pieces"
- cleaning, including recleaning of walls, fans, skirting boards, etc even though they were already clean

Unfortunately, I had a shower in the previously cleaned shower and

- left a single hair
- and fluff from the towel when I rewiped screen.

Also, it appears that some grass and stones (probably a tablespoon full, at most) was tracked into the entrance of the premises (in the hallway).

Our neighbour had promised to drop off keys the next day unfortunately though we had been put in our mail box not theirs. When realised, the keys were dropped off on Wednesday – last day of rental (we had left early Sunday because we needed to unpack the truck at the other end).

The agent inspected it on Thursday and submitted the Exit report. It consisted of a long list of itemised tasks (over 50) that needed to be performed, to our disbelief. The property manager said she did not enter the premises before then as the keys were not dropped off. As the real estate had let a company into the property prior without consent or an entry notice and had given them the house keys, it was a surprise that the agent had waited.

On further examination, I realised that the:

- agent used different photos at different angles instead of comparing equal what was presented in initial report
- zoomed in on objects that were never photographed before
- expected stained and aged items to be re-cleaned (although Entry photos indicated that they were in same condition)
- offered to have someone to come into clean
- given notice that she needed to know by closing time
- our daughter declined offer and arranged cleaners to come

Reclean

Cleaners were provided a list of items given (we typed them up into a checklist) highlighting areas that we felt valid:

- oven and grill only needed to be rewiped because they were never used
- wipe off gecko marks that had appeared after we had vacated
- cleaning of high lampshades (We didn't have a ladder) Cleaners said they were not too bad but admittedly they should have been done – an oversight).

When cleaners came, they phoned Tara telling her that there was nothing to clean - and wondered what the agent was going on about.

We instructed them to rewipe as per checklist (in yellow) and to check other items including cleaning of lamp shades and replacement of fluorescent lights. Also instructed to remove grass clippings

Please note: with initial discussions with agent about exit report, she mentioned that the oven/ grill needed cleaning, and then I told her I had wiped it over but had never used it. I was informed I should have taken photos of it on entry for proof. As we never used it and didn't intend to- we felt the photos that they had taken would suffice. Little did we know that more detailed photos would be used as proof.

On second discussion with agent, she back-tracked and said there was dust there and that is what we had to clean.

Agent later contacted daughter to make sure minor weeding was done on side of house. This was completed.

We are still waiting for the results of the bond refund but have used a lot of time and felt a lot of stress even though we felt we had left the premises in a very clean state.

Fair Wear and Tear

In our case, the house was used minimally as our daughter left home from 7 and returned approximately 5 or 6 that night. She has one cat that was clean. We visited but did not live there for most of the time as we were renovating our own house. For approximately 11/2 months, our daughter came to the Gold Coast and therefore the house was only lived in about 8 to 8 1/2 months and barely used. The walls were without marks, the floors were cleaned and the shelving wiped. Bathrooms were cleaned but as the condition of these items was poor could not be brought back to a new condition. It was definitely left in a reasonable condition. Terminology in the act needs to be defined in more detail with examples so that agents do not scrutinise to the point they do.

I will attempt to add some photos/ and videos to demonstrate the facts I have discussed but am aware that I have to submit this soon. I also have to leave now because of my own personal engagement. I have evidence of :

- what they deemed a "full- bond" clean and accepted (the previous tenants paid for it), including a greasy air vent over the stove.
- photos of before and after entry
- text messages demanding action.
- Video of some of the premise when leaving
- Photos of premises when cleaners left

Comments

From our experience:

- the agents/property managers scrutinise way beyond what a normal person would expect.
- Introduced new photos or angles that were not used in initial in they took at Exit
- Cite that a professional “bond clean” is recommended because they can be called back. Yet, upon inspection of Entry photos and visual view of stains on counters and toilet bowls, I do not think that they exercised this privilege as our clean was just as good if not better- with some oversights.
- Used their power to get what they deemed as necessary to bring it up to their standard even though the standard we entered was better, in most cases.

The experience of being a renter and how one is scrutinised beyond belief demonstrates the growing power that property managers have over returning the bond. I have been advised that it is a growing problem with agents.

Renters may therefore:

1. Lose control of cleaning and expenses if agent organises cleaning
2. Are not guaranteed that the full-bond clean is any different to their own clean (just pay the price)
3. Are indirectly subjected to stress as they do not have the power to contest-forced to due what agent demands or risk a lengthy period of dispute resolution/ mediation before their bond is returned. I believe, just like us, we were willing to remedy what the agent wanted, even though some of it was unreasonable or unjust.

Please note: In the end, my daughter disclosed to the property manager that every time the property manager contacted her, she experienced anxiety and felt constantly scrutinised. The property manager admitted that the issues were minor.

Condition reports- Evidence

I believe that the condition reports:

- Have been cumbersome for the tenant to review- too many photographs
- Tend to force renters to pay for a full bond clean regardless of whether it is necessary or not because of the heresay comments of other renters experiences when dealing with agents.
- Need to include a checklist of the conditions of poor,fair,good,etc to highlight the condition of the premises instead of verbal interpretation or written interpretation. (Easier for tenant to review)
- Should not mean that people are subjected to re-cleaning because “dust” has been found in obscure places and probably existed before.
- Should include a video of entry and exit of tenancy to show condition of premises in a wholistic viewpoint, not microscopic views.

Conclusion

Upon further discussions with numerous parties, I believe the property managers are wielding their power regarding Exit entries and bonds unnecessarily to force the tenants to provide unreasonable cleaning/costs, and are not adhering to the terminology, “reasonable” or fair, wear and tear. These ambiguities withing legislation mean that people are unnecessarily subjected to undue stress and costs because of their desire to receive a full bond return. Property managers need to be retrained in this area, tenants need to be provided as to the actual process that property managers use so that they are aware that they will be fully scrutinised, with examples so that the tenant does not readily accept the condition report or trust the property managers. I can't imagine how my ESL students would and do deal with this process when they lack language! Changes in legislation to address this area are necessary- it is already out of hand- our place was more than clean!

Full-bond (previous owners) photos Toilet before and after- in disrepair-too old. Example of stains- more on main counter



Will send video of left premises to demonstrate the condition of the property on exiting if required. To finish it is astonishing that the Real Estate gets away with wrong doing and has the power to enforce their own requests and the renter is powerless.