

Tenant Guides
How To Get
Your Bond Back.

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The rental bond you are required to pay as part of your Tenancy Agreement is a significant amount of money. It's therefore not surprising that the thought of losing it can make you feel somewhat anxious.

Contrary to those horror stories you may hear, retrieving your full bond, is not that difficult. As long as you know what you're responsible for, and take good care of the property, then getting a bond back is straight forward and simple.

Here are the three main reasons bond monies are not refunded.

Rental Arrears

If rent has not been paid up to date by the vacancy date, the amount owing is deducted from the bond.

Note: There are have instances where some tenants decide to stop paying rent in the last few weeks of their tenancy, because they figure the balance can be taken out of their bond. This approach is not acceptable practice and is an offence under the Residential Tenancies Act. Even if the landlord or agent has to recover unpaid rent via the bond, you can still risk being blacklisted on a tenancy database, making applications for future rental accommodation more difficult to secure.

Damages

Damage caused by the tenant must be compensated for to the landlord. Therefore, if tenants vacate a property with repairs required, then part or full cost of the repairs may apply to their bond monies.

Damages are considered anything that goes beyond the 'fair wear and tear' of living at the property. For example, a hole in the wall caused by moving furniture is not considered 'fair wear and tear.' However, light scuffing on walls, by tenants who have resided in a property for more than 3 years, may be completely acceptable.

Insufficient Cleaning

At the start of a tenancy a property is usually noted as professionally or 'reasonably' cleaned and documented as such on the condition report. At the end of the tenancy, it is expected the property is left in the same condition.

If additional cleaning is required to bring it back to the standard required, then the cost may be charged to the tenant and deducted from their bond.

Although the bond exists to protect the landlord and property from any unforeseen problems, your rental bond is still your money. In most instances, the full bond is refunded to a tenant, unless the landlord or agency can prove that deductions need to be made.

Bond Lodgement

A Client Relationship Specialist or landlord cannot just go ahead and take money from your bond. All bonds are lodged with NSW Fair Trading and the lodgement form must be signed by both the tenant and agent or landlord.

Your money is then held by NSW Fair Trading for the duration of your tenancy in case there is unpaid rent or damage to the property by the tenant.

Two areas that can cause potential issues at the end of a lease are what is considered a 'reasonable clean' and the professional cleaning of carpets.

A Reasonable Clean

In theory, tenants are liable to undertake whatever actions are necessary to ensure the property is 'in a state of being reasonably clean - subject to wear and tear'.

Where things can get a little confusing, is that the law is not able to provide an exact definition of what constitutes 'reasonably clean' or 'fair wear and tear' for each and every potential situation.

There are a range of factors that can make what is deemed 'reasonable wear and tear' subjective. Considerations such as how long a tenant has lived in a property, the age and condition of the property when occupied, or any clauses that formed part of the tenancy agreement. Any or all of these can affect on the overall level of wear and tear.

Condition Report

At the beginning of your lease, you review and sign a condition report, which outlines the condition of the property when you moved in. It is important you fill this out carefully as the condition report provides conclusive evidence about the state of the property that can be used to defend your interests in the event a bond claim is made.

It's important that you make note of any issues or damages on both copies of the condition report, then return one copy to the agent or landlord and keep the other copy in a safe place. We also recommend taking photos of the property when you first move in and retain for your records.

Your completed condition report must be signed and returned within a certain number of business days from your occupancy date.

Carpet Cleaning

Another common issue that comes up at the end of a lease is whether tenants are responsible for steam cleaning the carpets.

Whilst professional steam cleaning is not an official requirement of the Tenancy Agreement, often it may be needed to get the carpets back to a state similar to what they were at the start of the tenancy or if you have pets in the property.

Lastly, here are our best tips to get your bond back when vacating a rented property.

Follow The Correct Legal Procedures

When you pay your bond to your landlord or agent they must lodge it within 10 days of the end of the month with the NSW Fair Trading. You will then receive a notification from the bond authority once your bond is processed. If you haven't heard anything within 3 weeks, then contact them as soon as possible.

If your name is on the lease and you move out, then you must have the bond transferred to the new tenants. Contact your landlord or Client Relationship Specialist well in advance to have it arranged within five days of the new tenant moving in.

Fill Out Your Condition Report

Condition reports are there to protect both landlords and tenants. Many times a tenant has failed to correctly fill out (or return) their condition report and then struggled with proving existing damage at a property at the end of their tenancy.

Ensure the condition report you receive is officially signed by your landlord or agent, to avoid any disputes. You'll also want to ensure all items are accurately recorded, then sign and promptly return it to your landlord or agent within 7 days.

Once you have given notice to vacate, the landlord or agent, will arrange to carry out a vacating inspection prior to you moving out. This inspection will determine whether you receive your bond back.

Prepare For Your Vacating Inspection

It is your duty as the outgoing tenant to ensure the property is returned to the owner in the same condition it was handed to you at the commencement of your tenancy. Refer to your ingoing condition report and photos to compare the condition of the property on departure, to that of when you entered the property.

If the condition report is not returned to your landlord or agent within 7 days of being issued at the commencement of your tenancy, the original report will be used for reference.

The below checklist and information will assist you in preparing to vacate the premises

General

- Clean all windows, doors, sliding doors, fly screens and security screens
- Vacuum all sliding door tracks
- Sweep or mop all floors, removing any marks
- Vacuum and clean carpets
- Clean light fittings and remove all cobwebs
- Clean all marks off walls, light switches and power points
- Wipe down and remove all dust from skirting boards, picture frames, window sills, door frames etc
- Ensure that all curtains and blinds are cleaned as per condition report and that venetian blinds are dust free
- Ensure blown light bulbs are replaced, both in and outside the property

Kitchen

- Inside and outside all cupboards and doors
- Inside, outside and around oven
- Inside, outside and behind dishwasher
- Exhaust fans and filters
- Sinks, especially drain holes

Bathroom

- All floors, mirrors and windows
- Inside and outside all cupboards
- Toilet, bath, shower recess, glass screens and sink must be clean and free of soap scum
- Shower curtain washed with bleach or replaced with similar

Laundry

- Inside, outside and behind washing machine/dryer and remove lint from filters
- Clean laundry tub

Verandah

- Sweep and mop, clean railings and any Perspex or glass
- Remove all cobwebs

Lock up garage

- Sweep out
- Empty any wheelie bins and remove all rubbish
- Clean oil residue from concrete

Yards

- Lawns, edges, weeding, general tidy up

If Furnished

- Make sure all items are clean and in original rooms as per inventory

What You're Not Responsible For

Tenants are not responsible for the following issues that may arise

- Unblocking sewerage pipes (blocked by tree roots)
- Mowing the lawn or maintaining a garden once property is vacant and keys returned
- Replacing 10-year-old carpet
- Repainting after a 10 year period
- Removing asbestos

For more information about Bond Lodgements, Claims or Disputes you can contact the NSW Fair Trading here:

www.fairtrading.nsw.gov.au
or phone 13 32 20