

## Tenancy: Condition Reports

### Condition reports

The condition report is viewed as evidence of the condition of the property at the beginning of the tenancy. Upon moving in, the lessor or their agent has 1 day to provide you with 2 signed copies of a condition report stating their assessment of the condition of the property and any goods leased with it. You then have 2 weeks to return 1 signed and amended copy back to the lessor or their agent. You should keep the second copy for your records.

It is important to complete the condition report in as much detail as possible noting any problems you see with the premises and pointing out any areas where you disagree with the lessor's assessment of the premises. You should also take photos or video of the premises at the same time **and attach it**.

If you do not receive a condition report you should document this and advise the lessor or their agent in writing that you have not received the report. You should also do your own condition report.

### Evidence of the condition of the premises

The best evidence that you can have of the condition of the property when you move in and move out is visual evidence, such as video or photographs. Take the time to **carefully and clearly** video and/or photograph all rooms inside the premises, and (if applicable) outside of the premises.

If any areas are raised as an issue at the final inspection when you are moving out (e.g. an area of carpet or a crack in the shower screen) then take additional close up photos of these areas.

### At the end of your tenancy

As a tenant you are expected to return the property in substantially the same condition and level of cleanliness it was in at the beginning of the tenancy, allowing for fair wear and tear. You cannot

be made to improve the property beyond the condition in which it was delivered.

### Fair wear and tear

'Fair' relates to the cause of the damage. For damage to be excused, it must have occurred in the course of fair use of the property for residential purposes.

For example, wear to a carpet in high traffic areas of the premises (e.g. hallways) could occur in the course of fair use. On the other hand, it would be hard to argue that a substantial hole in a carpet or large oil stains on a carpet occurred during fair use.

'Wear and tear' refers to the effect and severity of the damage. Minor scuff marks on walls, sun-fading of curtains and minor oil stains on a concrete driveway would all likely be fair wear and tear. A large red wine stain on the carpet would probably be considered to be more than 'wear and tear', even though the stain could happen in the course of fair use.

What amounts to 'fair wear and tear' depends on the facts of each case. If you and the landlord can't agree, the dispute will be decided by the ACT Civil and Administrative Tribunal ('ACAT'). ACAT will take into account the condition of the property at the start and the end of the tenancy, as well as the general age and condition of the property.

### Professional cleaning

There is no requirement for you to use professional cleaning or carpet cleaning services at the end of your tenancy.

However, you may be required to professionally clean your carpets at the end of your tenancy if your tenancy agreement says you have to, and if the carpets were professionally cleaned at the beginning of the tenancy. The landlord is required to provide a receipt showing that the carpets were professionally cleaned at the beginning of the tenancy.