

WHAT IS FAIR WEAR AND TEAR?

What is 'fair wear and tear'?

One of the primary rules of residential tenancies is that the tenant must leave the property in the condition it was at the start of the lease fair wear and tear excepted. Sounds simple, but this statement is the cause of many, many bond disputes.

What is 'fair' to a tenant is 'unreasonable' to a landlords. One person's wear and tear, is another person's deliberate damage or neglect.

Is there a definition?

Unfortunately, but not unsurprisingly for residential tenancies, legislation gives little to no help as it generally fails to define the concept. Rather the understanding of fair wear and tear is based on precedents established by Tribunal rulings and mediation outcomes.

These precedents have provided the following definition:

Fair wear and tear is the damage that happens through the ordinary day to day use by a tenant and/or the ordinary operation of natural forces.

This table provides some helpful examples to illustrate the definition.

Fair wear and tear – tenant is not liable Damage – tenant is liable

Faded curtains or frayed cords	Missing curtains or torn by the tenant's cat
Furniture indentations and traffic marks on the carpet	Stains or burn marks on the carpet
Scuffed up wooden floors	Badly scratched or gouged wooden floors
Faded, chipped or cracked paint	Unapproved paint job
Worn kitchen bench top	Burns or cuts in bench top
Loose hinges or handles on doors or windows and worn sliding tracks	Broken glass from one of your children hitting a ball through the window
Cracks in the walls from movement	Holes in walls left by tenant removing picture hooks or shelves they had installed
Water stain on carpet from rain through leaking roof or bad plumbing	Water stain on carpet caused by overflowing bath or indoor pot plants

The problem with the above list however is timing. For example, scuffs on wooden floors might be acceptable if the floors are several years old, but what if they were newly polished in perfect condition at the start of a 6 month lease and scuffed by the end of it? Similarly for traffic marks on new carpet. So always consider the age of the item when assessing fair wear and tear.

Can bond money be used to cover fair wear and tear?

No. Any bond claim must be agreed upon by tenant and landlord. If a tenant thinks worn carpet is fair wear and tear, but the landlord thinks it is deliberate damage, then mediation or tribunal might be needed to resolve it.

How can disputes about fair wear and tear be avoided

There are 3 key steps to minimise fair wear and tear:

A thorough entry condition report is a must. It is this document that will be referred to if the matter goes to Tribunal. The report should be accompanied with detailed notes and lots of photos. A copy of this report should be provided to you by your Property Manager with the other sign up documents.

Regular routine inspection reports provide the ongoing evidence that can be used to decide the matter at exit. It is true that a routine inspection is strictly not an assessment of the tenant's housekeeping abilities. However, their cleanliness can have a big impact on fair wear and tear, especially for bathrooms and kitchens. Soap scum on shower screens can become immovable if left for too long.

Install quality finishes – cheap carpet, cheap paint, shoddy tapware may prove to be a false economy. You don't have to install top of the range items, but you do need sturdy quality. My previous blog post "Carpets or tiles; curtains or blinds" has some handy advice on this topic.