

Mould

MOULD AND TENANCY

Mould needs moisture and organic material to grow. When disturbed or dried out, mould can release spores that can cause illness in some people. Mould may cause structural damage in a property if left untreated.

*In the
Residential
Tenancies Act
the **landlord** is
referred to as
the **lessor**.*

Mould can cause a state of disrepair at rental premises. This can be the result of a breach of the tenancy agreement by the lessor or the tenant. If the mould appears as a result of fair wear and tear, or a result of a property maintenance issue such as a roof leak, it is the lessor's responsibility to have it cleaned. It is always up to the lessor to ensure the premises are maintained and kept in good repair. However, if the mould is caused by you (for example by not ventilating a bathroom), it may be your responsibility to clean the mould. You should talk to the lessor to work out who will clean the mould. If an agreement can't be reached, then either party can lodge an application to the Magistrates Court.

Whilst the *Residential Tenancies Act* does not refer specifically to mould, general rules about the responsibility of the lessor to carry out repairs and the tenant to keep the premises reasonably clean apply.

An example of who is responsible: if the tenant continually allowed steam to build up in the bathroom without proper ventilation and/or regular cleaning, resulting in mould, then the tenant may be liable. Alternatively, if the mould is caused by a structural issue in the property, e.g. a roof leak, then the lessor would be liable for the repairs.

[Department of Health fact sheet on Mould](#) in the home.

TENANT'S RESPONSIBILITIES

You must:

- Keep the premises reasonably clean;
- Tell the lessor about any damage to the premises as soon as possible; and
- Mitigate loss (take reasonable steps to limit and avoid loss).

LESSOR'S RESPONSIBILITIES

The lessor must:

- Provide the premises in a reasonably clean state;

- Provide the premises in a reasonable state of repair
- Maintain the premises in a reasonable state of cleanliness and repair; and
- Mitigate loss (take reasonable steps to limit or avoid loss).

MITIGATION OF LOSS

Mitigation of loss means to take reasonable steps to limit or avoid loss. An example of mitigation of loss is:

- The tenant avoiding damage to their clothes by removing them from a built-in wardrobe where mould is growing.
- A lessor promptly fixing damage to a bathroom wall before mould growth can set in.

WHAT TO DO IF YOU ARE WORRIED ABOUT THE TYPE OR EXTENT OF THE MOULD

If you are worried about the health consequences of the mould, contact environmental health services at your [local government](#).

Arrange an inspection and report to be completed outlining the mould and its effects. You could also negotiate with the lessor to arrange a mould expert to attend the property and provide a report. This report may outline the likely cause and effects of the mould.

WHAT TO DO ABOUT MOULD BEFORE MOVING IN

If you're concerned about mould before you move in, some important things to consider are:

- Is the property insulated?
- What type of heating is there?
- If there's no heating will it be easy to heat using appliances?
- Is there an extractor fan above the stove and in the bathrooms/toilets?
- Are there signs of water leaking near sinks, toilet and/or taps?
- Do any walls feel damp?
- Can you smell or see mould anywhere in the property?
- Are there adequate blinds/curtains to allow for natural light?
- Are there adequate windows/fans to allow proper ventilation?

You can request that mould issues be dealt with before you move in. Ensure you get any agreement with the lessor in writing.

WHAT TO DO ABOUT MOULD AFTER YOU HAVE MOVED IN

Your lessor must provide you with an incoming property condition report within 7 days after you have the keys and move in. Carefully inspect the whole property particularly any potential problem areas such as the bathroom, kitchen and laundry. Note any potential causes of or

presence of mould on the incoming property condition report.

WHAT TO DO WHEN MOULD APPEARS

The easiest way to deal with mould is to try and prevent it forming in the first place if it is reasonable for you to do so.

Simple ways to prevent mould forming include:

- Use the exhaust fan when cooking, showering or doing laundry.
- Leave your curtains/blinds open so the property gets some sunlight during the day.
- Ensure that you use your heating as efficiently as possible.
- Dry your clothes outside if possible and don't put them away until completely dry.
- If you notice condensation on the walls, wipe it down and dry the area thoroughly.
- Open a window and/or door to ventilate.
- Leave the internal doors open to allow air circulation.

If mould is already present:

- Remove all furniture and other belongings away from the area.
- Dispose of any items affected by mould immediately or carefully clean and dry them (take photos of these items before disposing of them).
- Remove/clean mould from affected areas yourself if it is reasonable for you to do so.

NOTE: Cleaning mould can potentially be dangerous to your health. If you are concerned, you should wear protective clothing and a mask. If you want to try to clean the mould – follow the guidelines in the [Department of Health fact sheet](#).

YOUR OPTIONS

If, despite your best efforts, the mould continues to appear or becomes worse you have a few options. You may want to:

1. Stay at the rented premises and have the mould removed and the underlying cause of the mould addressed; or
2. End your tenancy and leave.

Stay

If you want to stay in the property, refer to our [Maintenance and Repairs fact sheet](#) for information about how to compel the lessor to remove the mould or conduct repairs/maintenance to prevent the mould from growing in the first place.

If you are going to move out temporarily while repairs are done, it's a good idea make a clear written agreement with your lessor about a rent reduction, how long you will be away, and who will be responsible for goods at the premises or how your goods will be stored.

Leave

If you want to leave the property, the process for ending the tenancy will depend on the severity of the mould damage.

You may be able to terminate your fixed term agreement early by mutual agreement in writing with the lessor. Contact the lessor and provide them with photos and/or doctors certificates, and ask to leave without penalty. Get any agreement in writing. See our Termination by Agreement fact sheet for information about terminating your tenancy via a mutual agreement in writing.

Remember, you can terminate a periodic tenancy at any time, without grounds (without a reason), by giving the lessor not less than 21 days' notice in writing. There are specific notice requirements, so please see the [Ending the Tenancy by Giving Notice fact sheet](#) for more information.

NOTE: If the mould is not harmful or can be easily fixed by the lessor, but you vacate the property anyway, you may be responsible for break lease costs.

APPLYING TO THE MAGISTRATES COURT FOR ORDERS

You can apply for one or more of the following orders:

- That the lessor conduct the repairs you have specified.
- That the rent is reduced from when you told the lessor about the need for the repairs until the repairs are done. An application for a rent reduction must be made within 30 days from when there has been a significant reduction in the chattels or facilities provided with the premises.
- That the lessor compensate you for the losses you suffered because they did not do the repairs (for example, compensation for damage to personal belongings).
- Termination of the tenancy agreement due to breach by lessor

You will need to provide evidence to the Magistrates Court. This may include expert reports on the presence of mould in the premises – from a mould expert, council building/health inspector or builder.

Reports can be costly, so you may need to rely on other evidence. The property condition report is important evidence of the state of the property at the start of the tenancy. Other evidence you may wish to gather might include:

- Your tenancy agreement
- Correspondence with the lessor
- Photos and drawings of the premises
- Samples of the mould
- Receipts for expenses
- Printed materials (such as fact sheets) about mould and its effects for further information regarding mould contact:
 - [Health Department of WA](#)

- [Your local council](#)

RELEVANT FORMS

[Form 22 – Notice of Termination from Tenant to Lessor](#)

Disclaimer

This fact sheet only contains general information. This fact sheet is not legal advice and should not be relied on as a substitute for legal advice. You may wish to seek advice from a lawyer regarding your own particular circumstances. We are not responsible for any consequences arising from your use of, or reliance on, the information contained in this fact sheet.

Further information about our disclaimer and your use of this fact sheet can be found here:

www.circlegreen.org.au/disclaimer/

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FURTHER HELP – TENANTS’ ADVICE AND ADVOCACY

Circle Green Community Legal

(08) 6148 3636

www.circlegreen.org.au

Department of Mines, Industry Regulation and Safety

www.dmirs.wa.gov.au, **Consumer Protection** for consumer and tenancy related matters

commerce.wa.gov.au/consumer-protection | 1300 304 054

METROPOLITAN COMMUNITY LEGAL CENTRES

Fremantle CLC

(08) 9432 9790

www.fremantle.wa.gov.au/fclc

Gosnells CLC

(08) 9398 1455

www.gosclc.com.au

Midland Information Debt & Legal Advocacy Service

(08) 9250 2123

www.midlas.org.au

Northern Suburbs CLC (Joondalup)

(08) 9301 4413

www.nsclegal.org.au

Northern Suburbs CLC (Mirrabooka)

(08) 9440 1663

www.nsclegal.org.au

Southern Communities Advocacy & Legal Education Services (SCALES)

(08) 9550 0400

murdoch.edu.au/School-of-Law/Clinical-Legal-Education-SCALES

Sussex Street CLS

(08) 6253 9500

www.sscls.asn.au

Welfare Rights & Advocacy Service

(08) 9328 1751

www.wraswa.org.au

REGIONAL COMMUNITY LEGAL CENTRES

Goldfields CLC

(08) 9021 1888 | 1300 139 188 (if outside Kalgoorlie-Boulder)

www.gclc.com.au

Great Southern Community Legal Services

(08) 9842 8566

www.gscls.com.au

Kimberley Community Legal Services :

www.kcls.org.au

- **Kununurra**
(08) 9169 3100 | 1800 686 020 (freecall)
- **Broome**
(08) 9192 5177

Peel CLS

(08) 9581 4511

www.peelcls.com.au

Pilbara Community Legal Services:

www.pcls.net.au

- **Karratha**
(08) 9185 5899
- **Newman**
(08) 9140 1613
- **Roebourne**
(08) 9185 5899
- **South Hedland**
(08) 9140 1613

Regional Alliance West

(08) 9938 0600

www.raw.org.au

South West CLC

(08) 9791 3206 | 1800 999 727 (freecall)

www.swclc.org.au

Wheatbelt CLC

(08) 9622 5200

www.wheatbeltclc.com.au