

Bond Reform: Landlord Claims Explained

What Can the Landlord Claim from my Bond?

Changes to the bond release process under the Residential Tenancies Act came into effect on 28 March 2026. The information in this fact sheet relates to actions taken after this date.

This fact sheet outlines what to keep in mind when moving out, the types of claims that a landlord may make and evidence that may be helpful if you are in a dispute over the bond. Bond money should be returned to you unless the landlord has a reason to make a claim.

See our new [Bond Release Process](#) fact sheet for information on the new process.

Moving out:

- Property Condition Reports (**PCRs**) are compulsory when starting and ending a tenancy agreement.
- You should take photos and videos of the property at the start and end of your tenancy.
- You should read all documents carefully and never sign a blank or incomplete form.
- You should keep copies of all rent receipts or a record of your rent payments.
- You must leave the premises in a clean condition, as close as possible to the condition of the property when you moved in.
- You should keep copies of receipts if you have paid for general cleaning, carpet cleaning, gardening or repairs. Provide a copy of these receipts to the landlord.
- You must return all keys when you move out.
- You must give the landlord your forwarding address. This can be a postal address or your forwarding address.

Final inspection and PCR

The landlord must conduct the final inspection and provide you with an outgoing PCR within 14 days of the tenancy ending.

The landlord should give you a reasonable opportunity to be present at the final inspection and you should make every effort to attend.

If the property needs further cleaning after the tenancy has ended, the landlord might give you access to the property to do the work yourself, but they are not required to do so. It may be reasonable for them to get a cleaner and charge you for the cost. You are not obliged to return to the property to do the further work yourself (you can let the landlord sort it out and pay the bill).

The landlord must prove why and what the bond money is needed for and provide evidence.

All the bond money should be returned to you, unless you:

- owe money for outstanding rent or utilities
- are responsible for damage to the property
- are liable for other costs such as cleaning, carpet cleaning, changing locks, garden repair, are liable for losses due to a breach of agreement; or
- Are liable for fumigation or repairing damage caused by a pet

The landlord cannot claim for fair wear and tear.

What is included as Fair Wear and Tear?

You are not responsible or liable for fair wear and tear.

Fair wear and tear are the deterioration of the property that occurs through ordinary and reasonable use of the house or the ordinary effects of natural forces (eg: storms).

Intentional damage (done on purpose) or damage caused by negligence (by not taking enough care) is not fair wear and tear and you will be responsible for the costs of these types of repairs.

You will also be responsible for intentional or negligent damage caused by an occupant or someone you have invited to the premises.

Some examples of fair wear and tear versus damage:

Fair wear and tear	Damage
Worn carpets from day-to-day use – for example from walking on it or small indents from furniture	Carpet with a burn mark from dropping an iron or stained from dropping nail polish
Curtain damaged by sunlight or old age	Curtain torn by a pet
Paint that is faded, cracked or discoloured	Holes, gouges or pen marks on the wall
Scuffed wooden floors	Gouged or deeply scratched wooden floors

Kitchen bench with some minor scratches or worn from ordinary use	Scratches, chips or burn marks due to not using a cutting board or heat protection
Worn lock or door handle due to ordinary use	Missing or broken locks and handles
Scuffed paint near light switch	Crayon drawings on walls
Old flyscreen torn from the wind	No fly screen as you removed it
Plaster cracks as building settles	Plaster chipped by nails being hammered in

What are the new claim categories?

There are now claim categories on the bond release application form. The landlord will need to explain what categories their claims fall under if they want to make a claim against the bond.

The categories are:

- Repairing damage
- Garden repair and maintenance
- Carpet cleaning
- General cleaning, excluding carpet cleaning
- Pet fumigation
- Replacement of locks, keys and security devices
- Unpaid rent
- Unpaid utilities; and
- Other breaches of the tenancy agreement (such as removing modifications)

The [Commissioner's Guidelines](#) have further information on what may be included under the different claims categories.

What evidence will be helpful?

The Commissioner will consider evidence and information provided by the parties. The relevant evidence will depend on the type of claim being made.

Examples of relevant evidence may include:

- Ingoing and outgoing property condition reports, including photographs and videos
- Invoices for work that has been completed. If the landlord is alleging that you need to repair or replace any items, it is a good idea to get your own quotes, so you know what costs are reasonable
- Lease agreement
- Correspondence about any issues or maintenance and repairs
- Reports from routine inspections

- Medical letters or health reports (i.e in the case of mould)
- Rental ledgers and payment records
- Receipts showing the property or carpets were professionally cleaned before you moved in

What if the Landlord is charging me for something I don't agree with?

If you think the landlord is being unreasonable by trying to hold you responsible for damage that you think is “fair wear and tear”, refer to your PCRs and photos to compare the condition of the property when you first moved in to when you vacated.

You should then write to the landlord explaining what you dispute and giving reasons why to try to reach some agreement about release of the bond.

If there is damage to the property that you are responsible for, you should only be responsible to the extent of your damage. For example: if you spilt red wine on the carpet, you should only pay for re-carpeting or repair of that one room, not the whole property.

When asking for compensation for damage, the landlord should also consider the age of the item that was damaged and whether it has depreciated in value since it was purchased.

If the landlord or agent has already made an application to Bonds Administration and you do not agree with their claim, you must let Bonds Administration know that you do not agree by following the process outlined in our [Bond Release Process](#) fact sheet

If there is still a dispute over the bond, you will have the opportunity to provide submissions to the Commissioner on how the bond should be released. You need to provide a forwarding address so that Bonds Administration can contact you about any dispute.

FURTHER HELP – TENANTS ADVICE AND ADVOCACY

Circle Green Community Legal

(08) 6148 3636

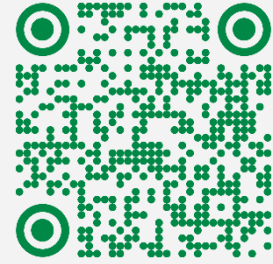
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