

Evidence required to support a bond claim

A guide for tenants and property owners

When a dispute arises relating to the payout of a bond at the end of a tenancy, the Residential Tenancy Commissioner determines how much each party will receive, based on evidence supplied. All parties to the bond will be invited to supply information to support their claim for the return of the bond. To claim or view the bond, go to www.cbos.tas.gov.au/topics/housing/renting.

An owner should summarise their claim using the fields in MyBond and attach all documents indicated on that page. Importantly, under the legislation, an owner **MUST**:

- keep a rental ledger during the tenancy; and
- complete an ingoing condition report, providing two copies to the tenant at the beginning of the lease, which a tenant is to sign and return; and
- suffer of an 'actual financial loss', meaning they have paid money to a third party business to remedy any issues caused by the tenant.

Without these documents, the Commissioner may not support a claim.

If you have difficulty uploading evidence in MyBond, contact the Residential Tenancy Commissioner's office on 1300 65 44 99 or by email: RTC@justice.tas.gov.au

The information required will vary depending on the nature of the claim and the specific circumstances; however, **some general guidance on what is required for common claims is provided on page 2.**

You may also choose to lodge other documents to support your claim, such as:

- Letters or emails between both parties
- Reports from professionals
- Any relevant orders issued by the Magistrates Court

Note: The information provided here does not constitute legal advice. You should consider the specific circumstances of your claim in deciding what information to submit and, if necessary, seek further advice as to what evidence the Commissioner may require to determine the dispute.

Type of claim	Evidence you need to provide
<p>All claims</p>	<ul style="list-style-type: none"> • The breakdown of the claim in MyBond • Copy of the lease
<p>Rental arrears</p> <p>Where a tenant vacates the property and the tenant owed rent to the date they vacated.</p>	<ul style="list-style-type: none"> • Copy of the lease • Copy of the tenant ledger • Bank statements/rent receipts showing last payment made • Any Notice(s) to Vacate/Terminate (if applicable)
<p>Rental loss</p> <p>Where a tenant ‘breaks their lease’, they are liable for rent until the end of the lease, or until the property is relet, whichever occurs first.</p> <p>An owner must take all reasonable steps to re-let the property quickly, for example by advertising as soon as possible and not unreasonably rejecting a prospective tenant’s application.</p>	<ul style="list-style-type: none"> • Copy of the lease • Date tenant left the property and date of notice of their intention to leave • Copy of the tenant ledger/bank statements/rent receipts • Evidence of advertising • Any information about applications received to rent the property after the tenant vacated the property
<p>Advertising</p> <p>A claim for advertising costs can only be made where it is shown that the tenant broke the lease early and the owner had to advertise the property earlier than had the lease term been completed. The Commissioner will consider how much time was remaining on the lease.</p>	<ul style="list-style-type: none"> • Copy of the lease • Details regarding the early vacation (i.e. evidence of when the tenant vacated the property) • Copies of tax invoices/receipts for services provided for the advertising
<p>Cost of repairing damage Cost of cleaning Cost of gardening</p> <p>A tenant must leave a property as close as possible to the condition it was in at the beginning of the lease, save for reasonable wear and tear.</p> <p>If you undertake repairs, cleaning or gardening yourself, you may only claim for the cost of products purchased to complete the work and the costs of the professional entity who did the work; you cannot claim for <i>your</i> time spent completing the work.</p>	<ul style="list-style-type: none"> • Condition reports - ingoing and outgoing • Photographic evidence of the damage, cleaning or gardening required, before and after • Any work orders to the service provider • Copies of invoices/receipts showing dates and costs • Receipts of products purchased to undertake the works • Details of any repair requests from tenant (if relevant) • Insurance details - including receipt for payment of excess (if relevant)
<p>Water usage</p> <p>You can only claim:</p> <ul style="list-style-type: none"> • where the property has an individual water meter; and • the water usage charge from the tenant, not any fixed or infrastructure charges. 	<ul style="list-style-type: none"> • Copy of the lease AND: • A copy of the water bill(s) from the provider OR meter readings taken immediately before and after the tenancy, with calculations using proven daily consumption rate

This document has been produced and published by the Consumer, Building and Occupational Services Division of the Department of Justice. Although every care has been taken in the production of the work, no responsibility is accepted for the accuracy, completeness, or relevance to the user’s purpose, of the information. Those using it for whatever purpose are advised to verify it with the relevant government department, local government body or other source and to obtain any appropriate professional advice. The Crown, its officers, employees and agents do not accept liability however arising, including liability for negligence, for any loss resulting from the use of or reliance upon the information and/or reliance on its availability at any time.