

## 12

# END OF TENANCY AND CLEANING

Residential Tenancies Act 2010 (NSW) — End of tenancy obligations

*Your rights when moving out — and when the agent demands cleaning beyond your legal obligations*

## WHEN TO USE THIS BUNDLE

Use this bundle when you are preparing to move out, and especially when the agent demands professional cleaning, carpet steam cleaning, or an exit standard beyond 'reasonably clean'.

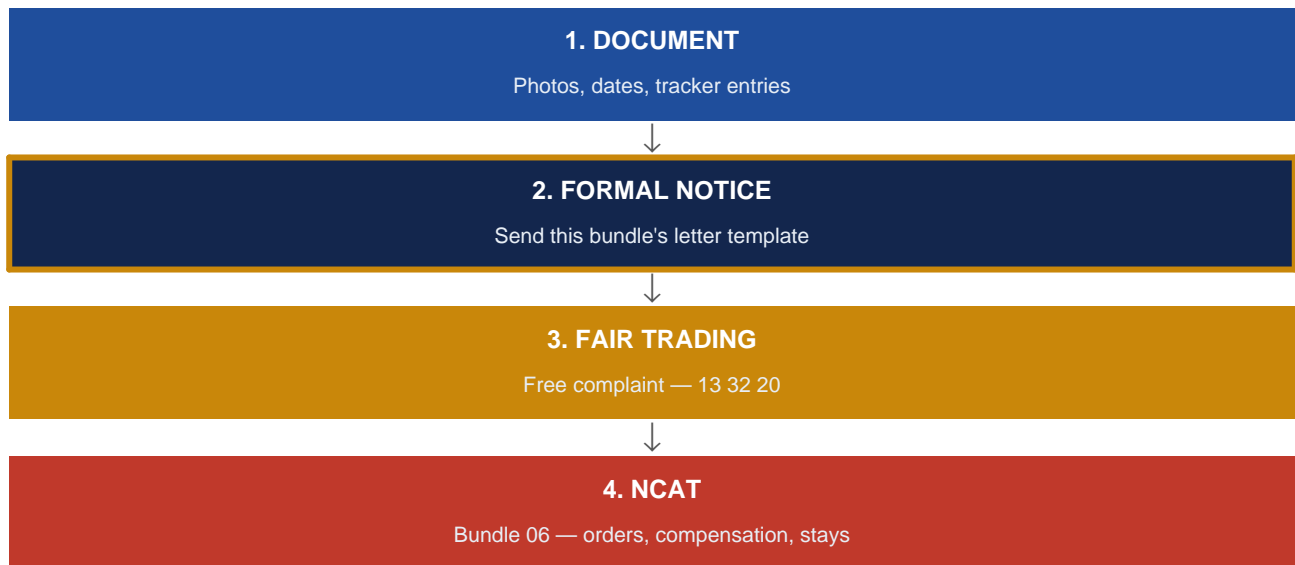
## KNOW THE LAW — THE 'REASONABLY CLEAN' STANDARD

At the end of the tenancy you must leave the premises reasonably clean, having regard to their condition at the start of the tenancy — recorded in your condition report. Fair wear and tear is not your responsibility. Blanket lease clauses demanding professional cleaning or carpet steam cleaning as a standard exit requirement are generally unenforceable in NSW (narrow exceptions exist, such as conditions reasonably attached to pet consent). Cleaning disputes are decided on evidence: your move-in report versus your move-out photos.

## FAIR WEAR AND TEAR VS. DAMAGE

FAIR WEAR AND TEAR (NOT CHARGEABLE)	DAMAGE (CHARGEABLE)
Minor scuff marks on walls	Large holes in walls
Faded paint and coverings	Stains, significant marks
Carpet flattening from normal use	Carpet stains from spills or burns
Small nail holes	Broken fixtures or fittings
Worn door handles / locks	Damaged appliances

## HOW THE SYSTEM WORKS — YOUR ESCALATION PATH



*The highlighted box shows where this bundle fits in the journey.*

## 12

**STEPS TO SUCCESS**

Residential Tenancies Act 2010 (NSW) — End of tenancy obligations

**01 Review your move-in condition report first**

Your obligation is measured against how the property was at the start. If it wasn't professionally cleaned then, that's not your exit standard now.

**02 Clean to 'reasonably clean' and photograph everything**

Work through the checklist room by room. Photograph every room, appliance, and surface after cleaning — mirroring your move-in photos exactly.

**03 Dispute excessive demands in writing before handing back keys**

If a professional or steam clean is demanded beyond your legal obligation, send the bundle letter — do not pay for services you are not required to buy.

**04 Keep receipts for anything you do pay for**

If you choose to have carpets or the property cleaned, the receipt takes that entire argument off the table at bond time.

**05 If it reaches your bond, escalate**

Cleaning deductions are decided on your move-in report and move-out photos. Use Bundle 13 to contest deductions and Bundle 06 for NCAT.

**IF YOU NEED TO ESCALATE — WHAT NCAT CAN ORDER**

NCAT assesses cleaning disputes against the 'reasonably clean having regard to move-in condition' standard — not a professional-clean standard. Move-out photos mirroring the move-in set are decisive, and unjustified cleaning deductions from bonds are routinely refused.

**★ GOOD TO KNOW — PROFESSIONAL CLEANING CLAUSES ARE GENERALLY UNENFORCEABLE**

A lease term requiring professional cleaning as a blanket exit obligation is generally void in NSW. The narrow exception: reasonable conditions attached to pet consent. Everything else is the 'reasonably clean' standard — nothing more.

**■ CRITICAL — YOUR STANDARD IS 'REASONABLY CLEAN' — NOT PROFESSIONALLY CLEANED**

You must leave the premises reasonably clean having regard to their condition at move-in. There is no general legal obligation to pay for professional cleaning, and blanket lease clauses demanding it are generally unenforceable.

**■ CRITICAL — PHOTOGRAPH EVERYTHING BEFORE HANDING BACK THE KEYS**

Your move-out photo set — mirroring your move-in set room by room — is what defeats cleaning and damage claims at bond time. Twenty minutes of photography protects your entire bond.

**1. COPY**

Copy the letter below into a new email

**2. FILL**

Replace every **[bracketed]** field with your details

**3. SEND**

Email it — request a read receipt, save a copy

Fill in every **[bracketed]** field, then send via email — request a read receipt.

**SUBJECT:****DISPUTE OF END-OF-TENANCY CLEANING REQUIREMENT: [Insert Property Address]**

I am writing to formally dispute your requirement for **[describe the demand — e.g., professional end-of-lease clean / carpet steam cleaning]**. This requirement exceeds my legal obligations under the Residential Tenancies Act 2010.

**1. THE LEGAL STANDARD**

- My obligation is to leave the premises reasonably clean, having regard to their condition at the commencement of the tenancy, as recorded in the condition report.
- Blanket clauses requiring professional cleaning as a standard exit obligation are generally unenforceable.

**2. BASIS FOR DISPUTE**

- The move-in condition report does not record the property as professionally cleaned at commencement on **[Insert Move-In Date]**.
- I have cleaned the premises to a standard consistent with, or better than, their condition at move-in. Photographic evidence is attached.

**3. MY POSITION**

- I have met my obligations and dispute any bond deduction related to professional cleaning costs.
- If a deduction is pursued on this basis, I will contest it through Rental Bonds Online and NCAT, with my move-in report and move-out photographs as evidence.

Yours sincerely,

**[Your Full Name]**

**[Property Address]**

**[Date]**

**[Contact Number / Email]**