

## 12

# PRE-VACATE CLEANING DISPUTE

Residential Tenancies Act 1997 (Vic) — Section 63

*Your rights when the agent demands professional cleaning beyond your legal obligations*

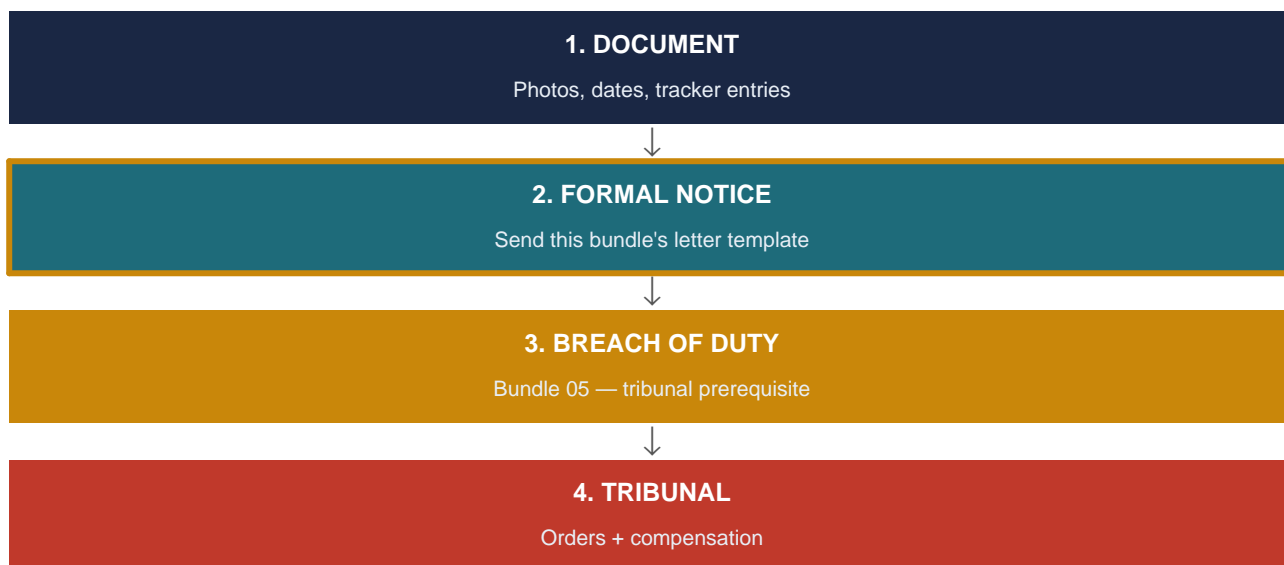
## WHEN TO USE THIS BUNDLE

Use this bundle when your agent or landlord demands professional or steam cleaning that exceeds your legal obligations. Your statutory duty is to return the property in a 'reasonably clean' condition — not necessarily professionally cleaned.

## KNOW THE LAW — THE 'REASONABLY CLEAN' STANDARD (S.63)

Under Section 63 of the Residential Tenancies Act 1997, a renter must return the premises in a 'reasonably clean' condition, having regard to its condition at the start of the tenancy. There is no legal obligation to have the property professionally cleaned unless it was professionally cleaned and documented as such in the condition report at move-in. Lease clauses requiring professional cleaning as a standard term are generally unenforceable in Victoria.

## 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 1997 (Vic) — Section 63

**01 Review your original condition report**

Check whether the property was documented as professionally cleaned at the start of your tenancy. If it was not documented as professionally cleaned, you are generally not obligated to professionally clean it at the end.

**02 Photograph the property in its cleaned state**

Photograph every room, appliance, and surface after cleaning. Email photos to yourself immediately for a timestamped record. These photos are your primary evidence.

**03 Send the template as soon as the demand is made**

Respond before handing back the keys. Send the dispute template to the agent via email. This establishes your position in writing before the dispute escalates.

**04 Challenge carpet steam cleaning demands**

Carpet steam cleaning is only required if: (a) it was in your lease AND (b) the carpet was steam cleaned before your tenancy and documented in the condition report.

**05 If bond is withheld, use Bundle 13**

If the agent withholds your bond over this dispute, use Bundle 13 — Bond Return Request to formally contest the deduction, and apply to VCAT under s.419A.

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

VCAT will assess cleaning disputes against the 'reasonably clean' standard under s.63, not against a professional clean standard. Your photographic evidence of the cleaned property, compared to the move-in condition report, is the key evidence. VCAT regularly finds against professional cleaning demands that were not clearly documented at move-in.

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

Lease clauses requiring professional cleaning at the end of tenancy are generally unenforceable in Victoria. The Act's 'reasonably clean' standard prevails. Do not pay for professional cleaning unless you are confident it was documented at move-in.

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

Under Section 63, a renter must return the premises in a reasonably clean condition having regard to its condition at the start of the tenancy. There is no legal obligation to pay for professional cleaning unless it was professionally cleaned at move-in and documented as such in the condition report.

**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-LEASE CLEANING REQUIREMENT: [Insert Property Address]**

I am writing to formally dispute your requirement for **[describe the cleaning requirement — e.g., professional end-of-lease clean / carpet steam cleaning]**. I submit that this requirement exceeds my legal obligations under the Residential Tenancies Act 1997.

**1. STATUTORY STANDARD**

- Under Section 63 of the Residential Tenancies Act 1997, a renter is required to return the premises in a reasonably clean condition, having regard to the condition of the property at the commencement of the tenancy.
- There is no legal obligation to have the property professionally cleaned unless it was documented as professionally cleaned in the condition report at move-in.

**2. BASIS FOR DISPUTE**

- The move-in condition report for this property does not document that the property was professionally cleaned at the commencement of the tenancy on **[Insert Move-In Date]**.
- I have maintained the premises in a standard consistent with, or better than, its condition at move-in. Photographic evidence is attached.

**3. MY POSITION**

- I have returned the property in a reasonably clean condition, fulfilling my obligation under Section 63.
- I dispute any deduction from my bond related to professional cleaning costs on the basis that this obligation does not arise in the circumstances of this tenancy.
- If you proceed to withhold bond on this basis, I will apply to VCAT under Section 419A for a bond order.

Yours sincerely,

**[Your Full Name]**

**[Property Address]**

**[Date]**

**[Contact Number / Email]**