

Dear Tribunal,

My application today is to show evidence that my duplex unit has been left in an uninhabitable state by the tenants at the end of lease. I seek a solution, enabling repairs to be undertaken as soon as possible so I am able to move back into my home. I currently have to live in a room of a relative, as I had planned to move myself and furniture back into my home at end-of-lease. The property was two years old and in excellent condition when I took the respondents on as first tenants; please see Outgoing Condition Report, dated 14 February 2022, regarding condition at start of tenancy compared to condition at end of tenancy.

Dogs on property

Please note on lease that pets were never allowed at the property, let alone to reside inside – Standard Form Residential Tenancy Agreement page 9 of 14, item 53: *No pets* – which was signed and dated 12 February 2021 by the tenants.

The first real estate inspection (March 2021; please see in PDF) noted evidence of unapproved pets at the property, including the following:

RE routine inspection report 30/03/2021

Triggered a Notice to Remedy Breach issued

Addendum Page 2

A1. Reason For Notice – Breach – Details

-Clause -53- Additional Term – Pets Unapproved Pet at Property:

Evidence of pet being kept at the property upon inspection found to have pet droppings, dog biscuits inside bedroom, holes to back courtyard and scratches to back gate.

At this breach notice, the tenants strongly claimed there were no dogs there before later stating that a dog was only visiting and was then removed. Later on, the tenants in 6A, my neighbouring duplex, sought advice because they were afraid because dogs in 6's backyard were attempting to dig under the fence to 6A, particularly the larger one. The Real Estate advised me that I needed proof that the dogs had returned.

In January 2022, while residing in 6A for a few days due to a family member's funeral, I was reading in the front room and heard someone loudly calling a dog back. I went outside and saw an unleashed dog walking up the joint driveway and photographed it from my side of the property, as proof required by Real Estate of animals being kept at the property. The dog, being called [REDACTED], then entered the property of 6. I emailed the Real Estate. [REDACTED] called and emailed the tenant, but said the tenant was not answering nor responding to her direction that the dog be removed.

At the Outgoing Condition Inspection, [REDACTED] noted a brown stain in bedroom three and stated that it was very unlikely that it would be able to be removed. Since that time, I have had carpet cleaners and carpet suppliers in the unit, quoting repair work. Please see their comments below, taken from their quotes for rectification:

[REDACTED]:
“Due to the condition of current carpet which is bug infested and covered in animal urine and faeces, our installers are unable to remove and bag existing soiled carpet as they run the risk of contaminating any new carpet to be installed for this job. Removal of existing floor coverings and floor cleaning must be undertaken by a specialist cleaning company.”

[REDACTED]:
“Inspection remarks:
- Can smell pet and urine, can also see visible red stains ...
- Brownish stain that appears to be faeces, also looks like an attempt to clean has been made, probably will stay
-cannot guarantee all stains will remove and or odour ...”

Photo taken by Real Estate: Outgoing Condition Report, dated 14 February 2022



[REDACTED]:
“Carpet is soiled and smell of pet urine”.

[REDACTED]
“To replace existing flooring (holding animal stench) with like for like quality”.

[REDACTED]
“All carpet areas have a strong odour (possible pet?)”

[REDACTED]
“The area of the slab floor concrete to be acid hard surface and stain removal cleaned and urine decontamination is 53.24 square metres and includes ... (lounge, bedrooms and WIR)

Report

The concrete after cleaning will need to be painted or sealed

The house will need to be Methamphetamine Testing”

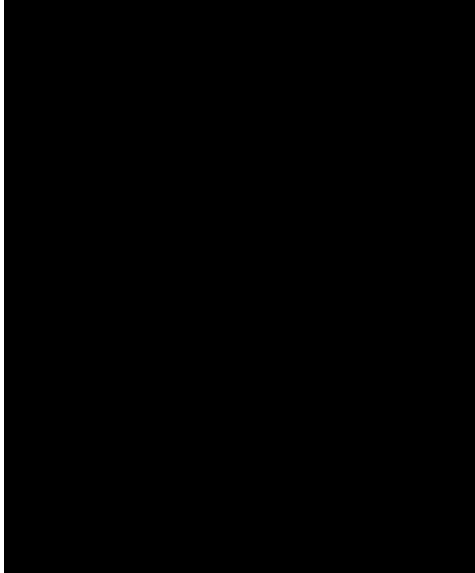
The need to paint/seal the concrete, as above, was communicated the day after I put in my Tribunal application. Not painting/sealing the porous concrete apparently presents a significant risk of freshly laid carpet being re-contaminated. As such, I have added a quote for obtaining the painting materials and I will arrange the labour myself.

I did pay for a Methamphetamine Test to be undertaken; since it came back negative, I am not asking for the tenants to cover the cost. However, there is still a strong smell of drugs in the front bedroom. In addition, all carpeted bedrooms have strong pet odours to the extent that my family would not be able to sleep in them. I plan to wash down the walls and ceilings and undertake enzyme cleaning and smoke deodorisation at my own expense as soon as the carpets have been removed. This will minimize cost to tenants, although putting another cost on me. Unfortunately, this would be too expensive for me to have done professionally. Also, I have been scrubbing brown,

smelly stains out of some of the property's curtains and have been rewashing and airing them all. However, a sweet, musky smell remains embedded.

A family member has just pressure cleaned the urine spots and cigarette butts off the concrete path which runs down the entire side of my home. However, I was unable to remove stains and texta colours off my covered back patio tiles.

Photo taken of side path in the process of being pressure cleaned, 18 March 2022



Keys and garage remote

The tenants' lease ended Friday 11 February and one set of keys was handed in to the Real Estate by an unknown third party. The tenants requested the weekend to finish cleaning the property and stated that they would hand in the other set of keys and the garage remote on Monday 14 February. During this period, the male tenant and 9-10 other men occupied the front lawn, accessed the home, and appeared to be selling a product out of the garage. (A product later found in the garage was collected by police.) This led to me contacting [REDACTED] to stress that once the keys were returned and the final inspection was completed on Monday, the tenants were not to return to the property. I have brought this up to explain my reason for this direction, after the tenant complained at the Tribunal about not being allowed further access.

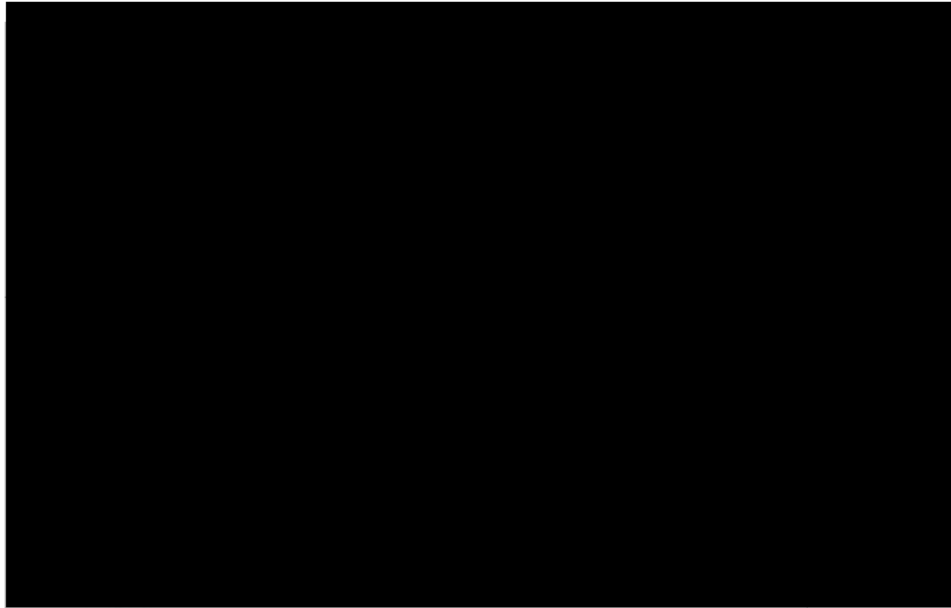
However, the tenants never returned the keys or garage remote to the Real Estate. When [REDACTED] reached out to them, they claimed that the keys had been lost or stolen and the remote had been accidentally packed away. Due to the security risk of unknown persons having access to the property, [REDACTED] suggested turning off the power to the garage door, and a locksmith was arranged to change the barrels to secure the property the next day. Payment was required immediately on completion of the work. Payment was made and reimbursement was requested from the tenants, but they have refused to pay.

The Real Estate received a quote from [REDACTED] Garage Doors to have the missing garage remote control replaced and the other two controls recoded at a labour cost of \$132 plus a remote replacement cost of between \$77 and \$120. I organised the online purchase of a control for only \$69, with recoding completed by a relative at no added cost. This is a savings of up to \$183. The tenants have not reimbursed this cost either.

I expected the tenants to attend the final inspection up until being informed by [REDACTED] four hours before the inspection that she did not believe they would be attending. Weeks later, they stated that the issues listed in the Outgoing Condition Report were excessive, but they never requested access for an independent inspection to be performed, or for trades to be onsite after end-of-lease date. I would have welcomed qualified tradesmen, including the Real Estate's handyman, to fix the broken clothes line, broken gate latch, broken fencing, rubbish removal, etc at the tenants' direction and cost. The Real Estate could have assisted with access.

Pest Infestation

On 18 January 2021, immediately prior to tenants moving in, the annual [REDACTED] pest control treatment was completed, including for cockroaches, with no issues noted. (Please see below.)



Please see Outgoing Condition Report, dated 14 February 2022, regarding pest infestation. On attending the property for the initial spray, the [REDACTED] attendant stated that it was the worst infestation that he had ever seen in a vacant property. Furthermore, both units have to be treated due to the adjoining wall and no water was to be used in 6 and no vacuuming to take place to remove the hundreds of dead bugs until a week after the final treatment. I was told it would take at least two, possibly three treatments, with two weeks in between each treatment. German Cockroaches are carnivores and will eat each other, which assists with the extermination, and eggs dropped before death have to also be treated when they hatch. I was informed that the property is to be left as it was at the commencement of [REDACTED] intervention until treatment is completed.

11 February	End-of-lease
14 February	Outgoing Condition Report; tenants declined to attend
18 February	First [REDACTED] treatment (both units)
4 March	Second [REDACTED] treatment – <i>senior attended</i> (both units)
11 March	6 allowed to be cleaned
14 March	Real Estate, on my behalf, requested cleaner to return to complete bond clean
21 March	Cleaner is booked to finish incomplete Bond Clean, which will also enable problem areas to be identified for 24/3 as live bugs are being disguised by dead carcasses
24 March	[REDACTED] <i>Field Supervisor</i> will assess and treat the property a third time, if necessary

Can further works carried out to my property be done by licensed subcontractors with warranties provided, where appropriate. Due to the varied trade issues identified in the Outgoing Condition Report, a handyman quote will not cover all repairs. Works completed and/or organised by the tenants were substandard and unreported (Standard Form Residential Tenancy Agreement page 5 of 14, item 17.2: *to notify the landlord as soon as practicable of any damage to the residential premises*), including ineffective cleaning of soiled carpet, poor plasterboard repairs, and the replacement of two internal doors with the wrong paint finish; see photos in the Outgoing Condition Report. These all have to be readdressed and I want to make sure that the trades who complete the remaining work do so to an appropriate standard.

I am requesting that The Tribunal please take into account that I would like to commence repair work without any more delays than necessary; pest control has been a major setback already. It has been nearly six weeks that I've been effectively kept out of home. This situation has been a large cost to me. I also need to consider that quotes are only valid for a set time, often 30 days. If repairs cannot commence until after that, some quotes will need to be re-obtained, with the chance that the cost may increase.

Thank you for your consideration and I look forward to this matter being resolved.

Kind regards,

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