

**VICTORIAN CIVIL AND ADMINISTRATIVE TRIBUNAL**

**RESIDENTIAL TENANCIES DIVISION**

**RESIDENTIAL TENANCIES LIST**

VCAT REFERENCE NO. R2022/33614

**CATCHWORDS**

Application for bond by the residential rental provider, sections 61(1), 71A 452 and 419A of the *Residential Tenancies Act 1997* (Vic), damage by dogs, keeping dogs on the premises, loss as a result of damage to floors.

<b>APPLICANT</b>	Francine Bedford
<b>RESPONDENTS</b>	Mitchell Baum and Ashtin Frank
<b>WHERE HELD</b>	Melbourne
<b>BEFORE</b>	Member N Fleming
<b>HEARING TYPE</b>	Hearing
<b>DATE OF HEARING</b>	19 December 2023
<b>DATE OF ORDER</b>	19 December 2023
<b>DATE OF WRITTEN REASONS</b>	27 May 2024
<b>CITATION</b>	Bedford v Baum (Residential Tenancies) [2024] VCAT 506

**ORDER**

The Tribunal finds that:

The tenancy ended on 22 November 2022.

The claims for compensation in the application have been proved in the amounts shown on the evidence today and taking into account fair wear and tear and depreciation(all other claims being dismissed):

Gardening allowed at	\$250.00
Damage to blinds allowed at	\$51.00
Damage to floors allowed at	\$250.00
Total claim proved	\$551.00

The Tribunal finds that the tenant has paid a bond of \$2,021.00

Direct the Residential Tenancies Bond Authority to pay to the landlord \$551.00

Direct the Residential Tenancies Bond Authority to pay to the tenant \$1,470.00

N Fleming  
**Member**





## REASONS

- 1 This is an application by the residential rental provider for bond only under s419A of the *Residential Tenancies Act 1997* ('RT Act').
- 2 I heard the matter on 19 December 2023. All parties attended and gave evidence.
- 3 After hearing evidence from the applicant, the residential rental provider, Francine Bedford and the respondent renters Mitchell Baum and Astin Frank, I considered the evidence provided by both parties, I gave oral reasons and stated the orders I would make.
- 4 At the conclusion of the hearing the applicant requested written reasons. The following reflects the oral reasons given on 19 December 2023, with some editing for clarity and context.
- 5 The rental agreement commenced 15 April 2021 and ended on 18 November 2022
- 6 A bond of \$2,021.00 was paid by the renters and lodged with the Residential Tenancies Bond Authority ('RTBA').
- 7 The applicant claimed the following damages:
  - a. Scratches and marks to the wooden floor in the entrance way and the lounge area in the amount of \$550.00;
  - b. The replacement of box hedges in the rear garden, in the amount of \$350.00;
  - c. An amount of \$150.00 for general garden maintenance;
  - d. Replacement of a blind. This claim was settled prior to the hearing and confirmed by both parties during the hearing that it was settled for an amount of \$51.00 to be paid from the renters' bond to the applicant; and
  - e. Grout and silicon repair in the bathroom in the amount of \$270.00 This claim was rescinded by the applicant prior to the hearing and was withdrawn.
- 8 The claim is limited to an amount less than the bond.
- 9 The residential rental provider provided the following evidence in relation to the condition of the property immediately before and immediately after the renters' occupation:
  - a. A condition report, dated 13 April 2021, photos of the garden, box hedges and the wooden floor that provide a comprehensive description of the property prior to the occupation by the respondent; and
  - b. Photos and video, taken after the end of the rental agreement of the garden, entrance way and lounge room dated 18 November 2022
- 10 The residential rental provider provided the following evidence in relation to the dogs residing at the property:



- a. A screen shot of Facebook cover photo of Mitchell Baum, respondent, with a dog dated 21 March 2018;
  - b. A photo of Mitchell Baum, respondent, walking dogs near the rental premises taken September 2022;
  - c. The lease agreement where the renters indicated that they did not own pets; and
  - d. Oral evidence during the hearing of living next door to the rental property and noting that the renters had dogs.
- 11 The residential rental provider provided the following evidence in relation to the condition of the garden, the potential cost of the sanding and polishing of the floor, gardening and replacement of the box hedges:
- a. Photos of the garden and box hedges of the condition of the garden and box hedges;
  - b. A quote from All Green Nursery for the replacement of 16 box hedges and a bank statement of the withdrawal of an amount of \$350.00 for the purchase of 16 box hedges;
  - c. An invoice from Airtasker dated 11 April 2021 in the amount of \$574.90 being the cost of sanding and polishing prior to the renters occupying the property; and
  - d. An invoice from Plants by Design for \$150.00 dated 1 December 2022.
- 12 The renters provided evidence of the following:
- a. A screenshot of the cost of box hedges from Bunnings;
  - b. Evidence in relation to the curing time required for the hardening of polyurethane treated floors to prevent damage;
  - c. Photos of the box hedges and garden dated 16 November 2022 comparative to the photos of the garden and box hedges taken on the entry report dated 17 April 2021; and
  - d. A screenshot of the Hocking Stuart website of the property showing that it had been re-let by 1 December 2022.

## THE LAW

- 13 Section 419A of the *RT Act* provides:
- (1) A residential rental provider, renter or any other person who has an interest in a claim for a bond (including a previous co-renter under the residential rental agreement) may apply to the Tribunal for an order requiring the Authority to repay the bond.
  - (2) An application under section (1) must be made within 14 days after the residential rental agreement has terminated.



- (3) On an application under subsection (1), the Tribunal may make an order requiring the repayment of the bond by the Authority to any party for an amount that does not exceed the amount of bond held by the Authority.
- 14 A bond is relevantly defined in section 3(a) of the Act as “an amount paid or payable by a renter to secure his or her performance and observation of the residential rental agreement or any provisions of the Act relating to the residential rental agreement”.
- 15 Section 61(1) of the Act imposes on the renter and any visitor not to intentionally or negligently cause damage to the rented premises.
- 16 Section 71A of the Act states that a renter may keep a pet at rented premises with consent or Tribunal order a renter may keep a pet at the rented premises if—
- (a) the rental provider has consented in writing to the renter keeping the pet on the premises;
  - (b) the Tribunal has made an order permitting the renter to keep the pet on the rented premise.

## FINDINGS

- 17 I am satisfied on the evidence presented, that the respondent renters kept two dogs at the rental premises without seeking approval from the applicant.
- 18 I am satisfied on the evidence before me that the renters dogs caused minor damage to the wooden floors of the property, a level of damage greater than fair wear and tear. I make this finding on the evidence provided by the applicant that the wooden floors were sanded and polished immediately before the renters took possession of the property and the photos of the wooden floors both before and after the renters’ occupation.
- 19 I am satisfied that the renters were aware that the floors had been sanded and polished in the days prior to their occupation of the property and did not take the required care to prevent continued scratching of the wooden floor once they were aware that their pets were causing scratches in the wooden floor.
- 20 The residential rental provider is entitled to claim for damage caused by the renters if the residential rental provider has incurred a loss. In this instance the residential rental provider has not incurred a loss in relation to the damaged wooden floors as the property was re-let on 2 December 2022 and continues to be let without the damage to the floors being rectified. However, I am prepared to allow the applicant an amount of \$250.00 for the likely need to re-sand and polish the wooden floors earlier than normally required as a result of the minor damage caused by the renter’s dogs.
- 21 I am satisfied on the evidence before me that some of the box hedges required replacing at the end of the rental agreement. I am unable, based on the evidence of both parties to make an accurate assessment of the number of box hedge plants requiring replacement. Therefore, I have made a reasonable



allowance based on the evidence of the cost of the replacement of the box hedges and replanting in the amount of \$250.00.

- 22 The Tribunal orders and directs the Residential Tenancies Bond Authority to pay the applicant the sum of \$551.00 from the bond and the balance \$1,470.00 to the renters.

N Fleming  
**Member**

