PREPARATION PACK · SOUTH AUSTRALIA

How much of my bond can the landlord keep for the carpet?

PREPARED	JURISDICTION	REFERENCE	CITATIONS CHECKED
4 November 2026	South Australia	ATU-2026-000211	18 of 19

WHAT YOU ASKED

I rented a three-bedroom house in Prospect, South Australia, from February 2023 until I moved out on 26 September 2026, with my partner and our dog (the lease allowed pets). Rent was $560 a week and the $2,240 bond is held by Consumer and Business Services. The entry condition report recorded the carpet as 'worn in hallway, faded in main bedroom', and the agent told us it was laid around 2018. The walls were noted as freshly painted. We had the house professionally cleaned before leaving (receipt for $420). At the exit inspection on 29 September the agent noted a pet stain about 30 cm across in the second bedroom, wear along the hallway carpet, picture-hook holes and Blu Tack marks in the lounge, and scuffs near the back door. On 6 October the agent lodged a claim for $1,980 of the bond: $1,450 to replace the carpet throughout the house, $420 to repaint the lounge and hallway, and $110 for a flea treatment, with one quote for the carpet and none for the painting. I accept the stain in the second bedroom is ours. I do not think we should pay for new carpet through the whole house, or a repaint, after three and a half years. How much can the landlord actually keep, and what should I say in my reply?

ROLE
the tenant

GOAL
pay a fair share for the stain without losing most of the bond; a reply I can send the agent

DATES
lease from February 2023; moved out 26 September 2026; exit inspection 29 September; agent's claim 6 October 2026; my reply due 31 October 2026

THE CLOCK: TIME LIMITS FOR THIS KIND OF MATTER

Several limits here depend on a "prescribed period" set by regulation. The regulation text was not supplied, so the exact number of days is a gap to confirm with a lawyer, a free legal service or CBS.

- **Check this now:** a limit of this kind may be close on the dates you gave. Check it with a lawyer, a free legal service or the tribunal now. Where a bond-repayment application is liable to be disputed, CBS must give the respondent written notice, and a respondent who wants to dispute it must lodge a written notice of dispute within the prescribed period after that notice is given [6] s 63(4). If no notice of dispute is lodged within that period, CBS may pay out as proposed [6] s 63(5). The length of the prescribed period was not supplied.
- A landlord's application to CBS for payment of a bond to the landlord must be made within the prescribed period after the end of the tenancy, in the manner and form determined by the

Commissioner [6] s 63(16). The length of that prescribed period was not supplied.

- If CBS receives a written notice of dispute before the bond is paid out, it must refer the dispute to the Tribunal for determination [6] s 63(6).
- If a landlord alone applies more than 12 months after termination, CBS must refer the application to the Tribunal, which may authorise payment if satisfied the landlord is entitled [6] s 63(5a). If your dates are right, that would be 26 September 2027.

The dispute window under section 63(4) and (5) starts when CBS gives notice. Confirming when any CBS notice is given, and how long the prescribed period is, is something to raise with a lawyer or a free legal service.

01 Your situation

This concerns a bond held by Consumer and Business Services (CBS) after a residential tenancy of a house in Prospect, SA. The tenant rented a three-bedroom house from February 2023, living there with a partner and a dog, with the lease allowing pets. Rent was $560 a week and the bond held by CBS is $2,240. The entry condition report recorded the carpet as worn in the hallway and faded in the main bedroom, and the agent said it was laid around 2018. The walls were noted as freshly painted.

The tenant moved out on 26 September 2026 and had the house professionally cleaned beforehand (a receipt for $420). At the exit inspection the agent noted a pet stain about 30 cm across in the second bedroom, wear along the hallway carpet, picture-hook holes and Blu Tack marks in the lounge, and scuffs near the back door. The agent lodged a claim for $1,980 of the bond: $1,450 to replace the carpet throughout the house, $420 to repaint the lounge and hallway, and $110 for a flea treatment, with one quote for the carpet and none for the painting. The tenant accepts the stain in the second bedroom is theirs and disputes the rest.

If a bond-repayment application has already been lodged with CBS or referred to the South Australian Civil and Administrative Tribunal (SACAT), or a notice has already been given, that is a matter to take to a lawyer or a free legal service now, because it changes the time pressures set out below.

One section expected in this kind of matter, dealing with compensation and the orders a tribunal can make on damage and bond claims, could not be retrieved from the material supplied. Its absence is noted below as a gap.

Timeline

- February 2023: tenancy of the house in Prospect began (from what you told us)
- 26 September 2026: tenant moved out (from what you told us)
- 29 September 2026: exit inspection, agent noted pet stain, hallway carpet wear, picture-hook and Blu Tack marks, and scuffs near the back door (from what you told us)
- 6 October 2026: agent lodged a claim for $1,980 of the bond (from what you told us)
- 31 October 2026: date the tenant noted their reply was due (from what you told us)

02 The law for situations like yours

TENANT'S RESPONSIBILITY FOR CONDITION, CLEANLINESS AND DAMAGE

It is a term of a residential tenancy agreement that the tenant must keep the premises in a reasonable state of cleanliness, must notify the landlord of damage to the premises or ancillary property, and must not intentionally or negligently cause or permit damage [3] s 69(1)(a), (b), (c). At the end of the tenancy the tenant must give the premises back in reasonable condition and a reasonable state of cleanliness [3] s 69(3). In deciding whether premises are in reasonable condition, the Act directs that the condition when the tenant took possession and the probable effect of reasonable wear and tear since that time must be taken into account [3] s 69(4). The Act does not, in the material supplied, set out a rule on depreciation, apportionment, or "betterment" for replacing an aged item.

ALTERATIONS AND MARKS TO THE PREMISES

It is a term of a residential tenancy agreement that a tenant must not, without the landlord's written consent, make an alteration or addition to the premises [8] s 70(1). A tenant may remove a fixture the tenant affixed, unless removal would cause damage [8] s 70(2). If a tenant causes damage to the premises by making an alteration or addition, or by removing a fixture, the Act requires the tenant to notify the landlord and, at the landlord's option, to repair the damage or compensate the landlord for the reasonable cost of repair [8] s 70(3). Whether particular marks or holes fall within these provisions or within the wear and tear direction in section 69(4) is not resolved by the material and is a matter for advice [3,8].

BOND AND ITS LIMITS

A bond is regulated by section 61, including the maximum (the relevant limit) and the manner and form of payment [1]. Receipt of a bond and its transmission to the Commissioner are governed by section 62 [5].

REPAYMENT AND DISPUTE OF THE BOND

Section 63 governs applications to CBS for payment of a bond, whether an application is undisputed or liable to be disputed, the notice-of-dispute mechanism, and referral to the Tribunal [6]. An application is undisputed where it is a joint application, or an application by one party that the whole bond go to the other; an application that does not fall into those categories is liable to be disputed [6] s 63(13). If a notice of dispute is received before payout, CBS must refer the dispute to the Tribunal for determination [6] s 63(6).

PETS

A tenant may keep a pet with the landlord's approval [16] s 66C(1). Where a pet is allowed inside, a condition requiring carpets to be cleaned to a professional standard at the end of the tenancy is taken to be reasonable [16] s 66C(9)(c). Certain conditions are void, including a condition requiring the tenant to buy services from a specified person or business, to pay an amount in the nature of a penalty or an incentive, or that would increase the rent or bond [16] s 66C(10). The grounds on which a landlord may refuse a pet application are a closed list [17] s 66D.

COMPENSATION AND APPORTIONMENT

The measure of compensation for damage, including how the age and remaining life of an item bear on a claim, is commonly dealt with by a compensation provision. A section of that kind, expected in a matter like this, could not be retrieved from the material supplied, and the sources here do not state a rule on depreciation or apportionment. This gap is carried into the questions below.

03 What gets looked at

- **Return in reasonable condition and cleanliness** [3] s 69(3): whether the premises and ancillary property were given back in reasonable condition and a reasonable state of cleanliness at the end of the tenancy.
- **Entry condition and wear and tear** [3] s 69(4): the condition of the premises when the tenant took possession, and the probable effect of reasonable wear and tear since, must be taken into account.
- **Damage versus ordinary use** [3] s 69(1)(c): whether damage was intentionally or negligently caused or permitted, as distinct from ordinary use.
- **Notification of damage** [3] s 69(1)(b): whether the tenant notified the landlord of damage to the premises or ancillary property.
- **Alterations or additions** [8] s 70(1), (3): whether something is an alteration or addition made without written consent, and whether removal of a fixture caused damage triggering repair or compensation.
- **Pet-related cleaning and void conditions** [16] s 66C(9), (10): whether a condition the Act treats as reasonable (professional carpet cleaning at end of tenancy) applied, and whether a charge falls into a category the Act treats as void.
- **Undisputed or liable to be disputed** [6] s 63(13): whether an application meets the statutory definition, which affects whether CBS pays out or refers to the Tribunal.

The sources supplied do not set out the test for apportioning or depreciating replacement cost beyond the general direction in section 69(4). That test is a gap.

04 What the other side may say

ARGUMENTS COMMONLY RAISED IN MATTERS LIKE THIS

- That the end-of-tenancy obligation to return the premises in reasonable condition and cleanliness was not met [3] s 69(3). This raises for a lawyer the question of how reasonable condition is measured against the entry report and wear and tear.
- That particular items were damage caused or permitted by the tenant rather than fair wear and tear [3] s 69(1)(c). This raises how the line between damage and wear and tear is drawn.
- That the tenant did not notify the landlord of damage when it occurred, as required [3] s 69(1)(b). This raises what the notification obligation requires and what follows if it is not met.
- That picture-hook holes or Blu Tack marks are an unauthorised alteration or addition, or fixture removal causing damage, rather than wear and tear [8] s 70(1), (3). This raises whether such marks fall within section 70 or within section 69(4).
- Where a pet was kept inside, that end-of-tenancy professional carpet cleaning was a reasonable condition [16] s 66C(9)(c). This raises how that provision interacts with a flea-treatment charge and with the void-condition categories in section 66C(10).
- That the claimed amounts represent the reasonable cost of putting right the tenant's breach. This raises what evidence of cost a decision-maker looks for, including quotes.

05 Documents that usually matter

- The tenancy agreement, including any pet-approval terms and any conditions about carpet cleaning or flea treatment, because the terms and whether a condition falls within or outside section 66C(8) to (10) can bear on the claim.
- The written pet approval, its date and any conditions attached, because section 66C(4) and (8) turn on these.
- The full entry condition report and the exit report, and any photographs, because section 69(4) directs attention to entry condition.
- The age, type and expected lifespan of the carpet, and evidence bearing on remaining life, which matters once a compensation or apportionment rule is identified.
- The carpet quote, and whether any painting quote exists, and the basis of the flea-treatment charge and who performed it, because the reasonable cost of putting right a breach turns on such evidence.
- Any CBS bond-repayment application already lodged, and any CBS notice given and its date, because the dispute period runs from when notice is given [6] s 63(4).
- The text of the regulation setting the prescribed periods under section 63, and of the compensation provision not retrieved, because both affect timing and the measure of any claim.

06 The routes

- **Direct agreement:** the landlord and tenant can agree how the bond is paid out and lodge a joint or agreed application to CBS, which CBS then pays out as specified [6] s 63(2), (3).
- **Single-party application to CBS, then the notice-and-dispute process:** a written notice of dispute lodged within the prescribed period results in referral to the Tribunal [6] s 63(4) to (6). Check the current form and any fee with CBS.
- **Tribunal determination:** where a dispute is referred, the Tribunal (SACAT) determines it [6] s 63(6). Check the current form and any fee with the Tribunal.
- **Free assistance:** CBS administers bonds and the dispute process; a community legal centre or a tenant advice service can also assist. The specific service names, forms, fees and contact details were not supplied and are to be confirmed with each body.

This pack does not draft communications, so it does not provide a reply to send the agent. What a reply of that kind would need to address has been turned into questions below.

07 Questions to ask a lawyer or free service

1. If any CBS application or notice already exists, is there a deadline running now, and what is it? (Finding and reading any CBS notice bears on this, because the dispute period runs from when notice is given [6] s 63(4), (5).)
2. What is the prescribed period for lodging a notice of dispute under section 63(4), and for a landlord's application under section 63(16), in the current regulations?
3. How does the section 69(4) direction about entry condition and wear and tear operate for carpet of a known age, and does any rule on depreciation or apportionment of replacement cost apply? Is there a compensation provision not in this material that is relevant?

4. Do picture-hook holes or Blu Tack marks fall to be considered under section 70 (alteration, addition or fixture removal) or under section 69(4) (wear and tear), and what does the notification requirement in section 69(1)(b) and section 70(3) involve?
5. Given pets were permitted, how do the professional-cleaning provision in section 66C(9)(c) and the void-condition categories in section 66C(10) bear on the flea-treatment charge?
6. What is the significance of a claim supported by one carpet quote and no painting quote, and what evidence of cost does a decision-maker look for?
7. Is a claim before CBS or the Tribunal confined to the items and amounts actually shown, and how is "liable to be disputed" assessed under section 63(13)?
8. What are the forms, fees and time limits for lodging a notice of dispute with CBS, and which free tenant service is available in South Australia?
9. What would a reply to the agent need to cover if the tenant chose to respond directly rather than through the CBS process?

08 Free help

- Consumer and Business Services (CBS), which administers residential bonds and the dispute process in South Australia.
- The South Australian Civil and Administrative Tribunal (SACAT), which determines referred bond disputes.
- The Legal Services Commission of South Australia.
- Community legal centres in South Australia, and a tenant advice or advocacy service.

09 Your documents

No documents were supplied. The documents that would most help are:

- The tenancy agreement and any written pet approval, with any conditions attached.
- The full entry condition report and exit report, with any photographs.
- Any CBS bond-repayment application and CBS notice, with its date, and the carpet quote.

10 The law relied on

CITATION CHECK
18 of 19 citations were matched to the source text, after correcting the ones the first check flagged.

1	**Residential Tenancies Act 1995 s 61 (SA)** Bond	South Australian consolidated legislation, edition 2024-07-01. static edition, verify the current compilation on legislation.sa.gov.au before relying
3	**Residential Tenancies Act 1995 s 69 (SA)** Tenant's responsibility for cleanliness, damage and loss	South Australian consolidated legislation, edition 2024-07-01. static edition, verify the current compilation on legislation.sa.gov.au before relying

5	**Residential Tenancies Act 1995 s 62 (SA)** Receipt of bond and transmission to Commissioner	South Australian consolidated legislation, edition 2024-07-01. static edition, verify the current compilation on legislation.sa.gov.au before relying
6	**Residential Tenancies Act 1995 s 63 (SA)** Repayment of bond	South Australian consolidated legislation, edition 2024-07-01. static edition, verify the current compilation on legislation.sa.gov.au before relying
8	**Residential Tenancies Act 1995 s 70 (SA)** Alteration of premises	South Australian consolidated legislation, edition 2024-07-01. static edition, verify the current compilation on legislation.sa.gov.au before relying
16	**Residential Tenancies Act 1995 s 66C (SA)** Keeping of pets on premises	South Australian consolidated legislation, edition 2024-07-01. static edition, verify the current compilation on legislation.sa.gov.au before relying
17	**Residential Tenancies Act 1995 s 66D (SA)** Grounds for refusing pets being kept on premises	South Australian consolidated legislation, edition 2024-07-01. static edition, verify the current compilation on legislation.sa.gov.au before relying

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