**Who is responsible for pool maintenance and cleaning?**

A landlord must provide the tenancy premises, including if it has a pool, in a reasonably clean condition (section 45(1)(a)).

Parties can agree who was responsible for pool cleaning, so a clause in a tenancy agreement requiring the landlord to clean a pool would be enforced.

If there is no agreement, a tenant is liable to keep premises reasonably clean and tidy which would include a pool (s40(1)(c)).

A landlord is responsible for items of repair and maintenance, such as the pump and filter (s45(1)(b)).

If a swimming pool is provided as part of the tenancy, then the landlord is responsible for maintenance of the pool regardless of whether the tenant uses the pool or not, including the pump and filter. The landlord must also ensure that tenants have enough information to enable them to service the pool during the tenancy.

The tenants are responsible for the day to day cleaning of the pool which includes keeping the pool free of any debris.

Chlorine used to keep the pool clean during the tenancy is generally the tenant’s responsibility.

A landlord might be required to contribute to the cost of chemicals if extra costs arise from failure of repair such as a faulty filter.