



Western Australia

Residential Tenancies Act 1987

# **Residential Tenancies Regulations 1989**

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Western Australia

## Residential Tenancies Regulations 1989

### Contents

#### Part 1 — Preliminary

1.	Citation	1
2.	Commencement	1
3A.	Terms used	1

#### Part 2 — Application of Act — exemptions and modifications

3.	Exemption for retirement villages	2
4.	Exemption for certain agreements with squatters	2
5.	Exemption for certain agreements under <i>Land Act 1933</i>	3
5AA.	Modified application of section 22(2) of the Act	3
5AB.	Exemptions from section 27A of the Act — residential agreements not required to be in prescribed form	4
5AC.	Exemption from section 27B of the Act if residential tenancy agreement extended or renewed	4
5AD.	Modified application of section 27C(4) of the Act for the Housing Authority	4
5A.	Exemption of Housing Authority from sections 29(4)(b) and 33 of the Act	5
5B.	Exemptions from section 30(1) of the Act	6
5CA.	Modified application of section 30(2)(a) of the Act	8

5C.	Exemption from section 33 of the Act for employment-linked residential tenancy agreements	9
5D.	Exemption for certain agreements under <i>Land Administration Act 1997</i>	9
6.	Modified application of section 43(3) of the Act when Housing Authority is lessor of premises outside metropolitan region	9
7A.	Modified application of section 45 of the Act	10
7B.	Modified application of section 47(1)(b) of the Act for the Housing Authority	11
7C.	Modified application of section 60(b) of the Act	11
7D.	Exemption from section 70A of the Act	12
7E.	Modified application of section 72 of the Act	12
7F.	Exemption from section 82 of the Act	13
7G.	Modified application of section 93 of the Act for the Housing Authority	13

**Part 3 — Other matters**

7.	Applications prescribed for the purposes of section 13A(2)(a) of the Act	14
9.	Determination of nearest Magistrates Court	15
10.	Scale of costs for section 24 of the Act	15
10AA.	Form of written residential tenancy agreement for section 27A of the Act	15
10AB.	Information to be given to tenant for section 27B of the Act	16
10AC.	Information to be included in property condition report for section 27C(6) of the Act	16
10AD.	Amount prescribed for section 27(2)(a) of the Act	16
10A.	Amount prescribed for section 29(1)(b)(ii) of the Act	17
11.	Amount prescribed for section 29(2) of the Act	17
12A.	Essential services prescribed for section 43(1) of the Act	17
12B.	Means to secure residential premises prescribed for section 45(a) of the Act	17
12C.	Social housing tenancy agreement for the purposes of section 71A of the Act	19
12.	Information prescribed for section 79(10) of the Act	20
13.	Infringement notices	20

14.	Matters prescribed for section 94 of the Act	20
15.	Disposal of unclaimed security bonds	21
17.	Fees prescribed	22
18.	Forms	23

**Schedule 3**

**Schedule 4 — Forms**

**Schedule 5 — Prescribed offences  
and modified penalties**

**Notes**

Compilation table	104
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**Defined terms**





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Western Australia

Residential Tenancies Act 1987

## Residential Tenancies Regulations 1989

### Part 1 — Preliminary

*[Heading inserted in Gazette 3 May 2013 p. 1737.]*

**1. Citation**

These regulations may be cited as the *Residential Tenancies Regulations 1989*<sup>1</sup>.

**2. Commencement**

These regulations shall come into operation on the day on which the *Residential Tenancies Act 1987* comes into operation<sup>1</sup>.

*[2A. Deleted in Gazette 3 May 2013 p. 1738.]*

**3A. Terms used**

In these regulations —

***Housing Authority*** has the meaning given in section 71A of the Act;

***housing management agreement*** means an agreement entered into under —

- (a) the *Housing Act 1980* section 62B(1); or
- (b) the *Housing Regulations 1980* regulation 6D(1).

*[Regulation 3A inserted in Gazette 3 May 2013 p. 1738.]*

## **Part 2 — Application of Act — exemptions and modifications**

*[Heading inserted in Gazette 3 May 2013 p. 1738.]*

### **3. Exemption for retirement villages**

- (1) Any residential tenancy agreement in respect of premises in a retirement village is a prescribed agreement for the purposes of section 5(2)(g) of the Act.
- (2) In subregulation (1) **retirement village** has the same meaning as in the *Retirement Villages Act 1992*.

*[Regulation 3 amended in Gazette 8 Jan 1993 p. 29.]*

### **4. Exemption for certain agreements with squatters**

- (1) A residential tenancy agreement to which this regulation applies is a prescribed agreement for the purposes of section 5(2)(g) of the Act.
- (2) This regulation applies to a residential tenancy agreement between a local government, management body as defined in section 3(1) of the *Land Administration Act 1997*, or a State Government agency and an occupant of a coastal shack, for the purposes of implementing the Government's policy on the removal of squatters from lands of the Crown, being an agreement —
  - (a) entered into with the approval of the Minister for Lands under power conferred by Order under section 33(2) of the *Land Act 1933*<sup>2</sup>; or
  - (aa) entered into with the approval of the Minister for Lands under power conferred by Order under section 46(3)(a) of the *Land Administration Act 1997*; or
  - (b) entered into by a State Government agency under powers conferred by another Act, over lands of the Crown vested in that agency.

*[Regulation 4 amended in Gazette 12 Feb 1993 p. 1214; 19 Feb 1999 p. 553.]*



**5. Exemption for certain agreements under *Land Act 1933***

- (1) The Governor, the Minister within the meaning of the *Land Act 1933*<sup>2</sup>, or other person acting on behalf of the Crown in exercise of a specified power is prescribed for the purposes of section 5(2)(f) of the Act.
- (2) In subregulation (1) ***specified power*** means the power to grant or issue a lease or licence under section 32(1) or (2), 38(1), 41A(1), 43, 45A(1), 45B(1), 47(4), 53, 86, 116 or 117, or under Part VI, of the *Land Act 1933*<sup>2</sup>, or under the *War Service Land Settlement Scheme Act 1954*.
- (3) A residential tenancy agreement entered into in pursuance of a direction to lease given under section 33(3)(a) of the *Land Act 1933*<sup>2</sup> is a prescribed agreement for the purposes of section 5(2)(g) of the Act.

**5AA. Modified application of section 22(2) of the Act**

Under section 6(a) of the Act it is provided that section 22(2) of the Act shall apply to a residential tenancy agreement the subject of proceedings as if it were modified by inserting after paragraph (a):

- (ba) a person who is —
    - (i) an employee of, or acting on behalf of, the property manager of the premises the subject of the proceedings; and
    - (ii) registered as a sales representative under the *Real Estate and Business Agents Act 1978*;
- or

[Regulation 5AA inserted in Gazette 3 May 2013 p. 1738-9.]

**r. 5AB**

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**5AB. Exemptions from section 27A of the Act — residential agreements not required to be in prescribed form**

Under section 6(a) of the Act it is provided that section 27A of the Act shall not apply to the following —

- (a) a residential tenancy agreement in relation to premises to which a housing management agreement applies;
- (b) a residential tenancy agreement if —
  - (i) the Housing Authority is a party to the agreement; and
  - (ii) the agreement provides that, or is deemed to contain a provision to the effect that, the tenant may sub-let the premises; and
  - (iii) the agreement is entered into by the Housing Authority on the basis that the premises will be sub-let.

*[Regulation 5AB inserted in Gazette 3 May 2013 p. 1739.]*

**5AC. Exemption from section 27B of the Act if residential tenancy agreement extended or renewed**

Under section 6(a) of the Act it is provided that section 27B of the Act shall not apply to a residential tenancy agreement if —

- (a) the agreement is renewed or extended; and
- (b) there has been no change in the parties to the agreement.

*[Regulation 5AC inserted in Gazette 3 May 2013 p. 1740.]*

**5AD. Modified application of section 27C(4) of the Act for the Housing Authority**

- (1) In this regulation —  
*person of Aboriginal descent* has the meaning given in the *Aboriginal Affairs Planning Authority Act 1972* section 4.
- (2) This regulation applies if the Housing Authority is the lessor of residential premises (the *premises*) that are located more than 100 km from the nearest office of the Housing Authority.

(3) Under section 6(b) of the Act it is provided that section 27C of the Act shall apply to the premises and, under section 6(c) of the Act, to the Housing Authority, as if it were modified as follows —

(a) in subsection (4) delete “14 days,” and insert:

28 days,

(b) after subsection (4) insert:

(5A) The Housing Authority is not required to comply with subsection (4) within 28 days after the termination of a tenancy if, in that period, it is unable to inspect the residential premises because —

(a) of weather conditions or road closure; or

(b) the premises are premises to which a housing management agreement applies, and a person of Aboriginal descent in relation to the community that lives on the land on which the premises are located has refused the Housing Authority access to the land.

*[Regulation 5AD inserted in Gazette 3 May 2013 p. 1740-1.]*

**5A. Exemption of Housing Authority from sections 29(4)(b) and 33 of the Act**

(1A) In this regulation —

***commencement day*** means the day on which the *Residential Tenancies Amendment Act 2011* section 25(4) comes into operation.

(1B) Under section 6(a) of the Act it is provided that section 29(4)(b) of the Act shall not apply to a residential tenancy agreement if —

(a) the Housing Authority is the lessor; and

**r. 5B**

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- (b) the agreement was entered into before the commencement day.
- (1) The Housing Authority is prescribed under section 6(c) of the Act as an agency to which section 33 of the Act shall not apply.
- (2) If a residential tenancy agreement is entered into by the Housing Authority and a condition of the tenancy is that the tenant will pay a bond by instalments, under section 6(a) of the Act it is provided that section 29(4)(a) of the Act shall not apply to the residential tenancy agreement and, under section 6(c) of the Act, shall not apply to the Housing Authority.

*[Regulation 5A inserted in Gazette 13 Dec 1991 p. 6154; amended in Gazette 30 Dec 1994 p. 7231-2; 31 Jul 2007 p. 3790; 3 May 2013 p. 1741-2.]*

**5B. Exemptions from section 30(1) of the Act**

- (1) In this regulation —
  - Government employee** has the meaning given in the *Government Employees' Housing Act 1964* section 5.
- (2A) Under section 6(a) of the Act it is provided that section 30(1) of the Act shall not apply to the following —
  - (a) a residential tenancy agreement if —
    - (i) the lessor is an employer specified in the Table to this subregulation; and
    - (ii) an employee of an employer specified in the Table to this subregulation is a tenant under that agreement;
  - (b) a residential tenancy agreement if —
    - (i) the lessor is the Housing Authority or a Department (as defined in the *Government Employees' Housing Act 1964* section 5); and
    - (ii) the premises are let to a Government employee under the *Government Employees' Housing Act 1964*.

**Table**

The Electricity Generation Corporation
The Electricity Networks Corporation
The Electricity Retail Corporation
The Public Transport Authority of Western Australia
The Regional Power Corporation

- (2) The premises set out in the Table to this subregulation are prescribed under section 6(b) of the Act as premises to which section 30(1) of the Act shall not apply.

**Table**

“Butler’s Cottage”, Government House, 7-21 St. George’s Terrace, Perth

- (3) The agencies set out in the Table to this subregulation are prescribed under section 6(c) of the Act as agencies to which section 30(1) of the Act shall not apply.

**Table**

The Botanic Gardens and Parks Authority  
 The Commissioner of Main Roads  
 The department of the Public Service principally assisting in the administration of the *Agriculture Act 1988*<sup>3</sup>  
 The department of the Public Service principally assisting in the administration of the *Sports Drug Testing Act 2001*  
 The Housing Authority  
 The Western Australian Meat Industry Authority

- (4) A residential tenancy agreement —
- (a) in which the Crown, or a person or agency who acts on behalf of the Crown, acts in the capacity of the lessor of residential premises; and

**r. 5CA**

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- (b) under which an officer of the Public Service employed in a department specified in the Table to this subregulation is a tenant,

is prescribed under section 6(a) of the Act as a residential tenancy agreement to which section 30(1) of the Act shall not apply.

**Table**

The department of the Public Service principally assisting in the administration of the *Health Legislation Administration Act 1984*

*[Regulation 5B inserted in Gazette 6 Apr 1990 p. 1701; erratum in Gazette 12 Apr 1990 p. 1907; amended in Gazette 14 Jun 1991 p. 2872-3; 13 Dec 1991 p. 6153; 31 Mar 2006 p. 1351-2; 31 Jul 2007 p. 3791; 3 May 2013 p. 1742-3.]*

**5CA. Modified application of section 30(2)(a) of the Act**

- (1) This regulation applies to a residential tenancy agreement that —
  - (a) creates a tenancy for a fixed term; and
  - (b) was entered into before the day on which the *Residential Tenancies Amendment Act 2011* section 27(2) comes into operation.
- (2) Under section 6(a) of the Act it is provided that section 30(2)(a) of the Act shall apply to a residential tenancy agreement as if it were modified by deleting “the amount of the increase, or the method of calculating the amount of the increase, is set out in the agreement; and” and inserting:

the agreement provides that the rent may increase or be increased; and

*[Regulation 5CA inserted in Gazette 3 May 2013 p. 1744.]*

**5C. Exemption from section 33 of the Act for employment-linked residential tenancy agreements**

Under section 6(a) of the Act it is provided that section 33 of the Act shall not apply to a residential tenancy agreement under which —

- (a) an employer grants to an employee a right to occupy premises; and
- (b) employment with that employer is a condition of the employee having that right; and
- (c) the employee receives a pay slip or salary advice detailing the rent component deducted from the salary or wage; and
- (d) the method of payment of rent under the agreement is by direct deduction of the employee's salary or wage by the employer.

*[Regulation 5C inserted in Gazette 3 May 2013 p. 1744-5.]*

**5D. Exemption for certain agreements under *Land Administration Act 1997***

- (1) The Minister for Lands in the exercise of a specified power is prescribed for the purposes of section 5(2)(f) of the Act.
- (2) In subregulation (1) —

*specified power* means the power to grant or issue a lease or licence under section 47, 48, 79, 80, 85, or under Part 7, of the *Land Administration Act 1997*.

*[Regulation 5D inserted in Gazette 19 Feb 1999 p. 554.]*

*[5E. Deleted in Gazette 3 May 2013 p. 1745.]*

**6. Modified application of section 43(3) of the Act when Housing Authority is lessor of premises outside metropolitan region**

- (1) This regulation applies to a residential tenancy agreement —
  - (a) under which the Housing Authority is the lessor; and

**r. 7A**

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- (b) for premises outside the metropolitan region (as defined in the *Planning and Development Act 2005* section 4(1)).
- (2) Under section 6(a) of the Act it is provided that section 43(3) of the Act shall apply to a residential tenancy agreement as if it were modified by deleting “as practicable after that notification —” and inserting:

as practicable after that notification, or fails to keep the tenant regularly informed of the efforts being made to do so —

*[Regulation 6 inserted in Gazette 3 May 2013 p. 1745.]*

**7A. Modified application of section 45 of the Act**

- (1) In this regulation —
  - Register of Heritage Places* has the meaning given in the *Heritage of Western Australia Act 1990* section 46;
  - rural land* means land zoned for agricultural or rural use under a local planning scheme made under the *Planning and Development Act 2005*.
- (2) Under section 6(a) of the Act it is provided that section 45 of the Act shall apply to a residential tenancy agreement as if it were modified by deleting “It is a term” and inserting:
  - (a) if the lessor is the Housing Authority — “On and after the day that is 4 years after the day on which the *Residential Tenancies Amendment Act 2011* section 41 comes into operation, it is a term”; and
  - (b) in any other case — “On and after the day that is 2 years after the day on which the *Residential Tenancies Amendment Act 2011* section 41 comes into operation, it is a term”.



- (3) Subregulation (4) applies if a residential tenancy agreement is for residential premises that —
- (a) are the subject of an entry in the Register of Heritage Places; or
  - (b) comprise rural land; or
  - (c) are premises to which a housing management agreement applies.
- (4) Under section 6(a) of the Act it is provided that section 45(a) of the Act shall apply to the residential tenancy agreement as if it were modified by deleting “secure as are prescribed in the regulations; and” and inserting:

secure; and

*[Regulation 7A inserted in Gazette 3 May 2013 p. 1746-7.]*

**7B. Modified application of section 47(1)(b) of the Act for the Housing Authority**

Under section 6(a) of the Act it is provided that section 47(1)(b) of the Act shall apply to a residential tenancy agreement under which the lessor is the Housing Authority as if it were modified by deleting “consent.” and inserting:

written consent.

*[Regulation 7B inserted in Gazette 3 May 2013 p. 1747.]*

**7C. Modified application of section 60(b) of the Act**

- (1) This regulation applies to a residential tenancy agreement that creates a tenancy for a fixed term expiring on or before the day that is 30 days after the day on which the *Residential Tenancies Amendment Act 2011* section 59(1) comes into operation.

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- (2) Under section 6(a) of the Act it is provided that section 60 of the Act shall apply to a residential tenancy agreement as if it were modified by deleting paragraph (b) and inserting:
- (b) in the case of a tenancy for a fixed term, where the term expires and —
    - (i) the tenant delivers up vacant possession of the premises on or after the expiration of the term; or
    - (ii) a competent court, upon application by the lessor, terminates the agreement under section 72;

*[Regulation 7C inserted in Gazette 3 May 2013 p. 1747-8.]*

**7D. Exemption from section 70A of the Act**

Under section 6(a) of the Act it is provided that section 70A of the Act shall not apply to a residential tenancy agreement that creates a tenancy for a fixed term expiring on or before the day that is 30 days after the day on which the *Residential Tenancies Amendment Act 2011* section 68 comes into operation.

*[Regulation 7D inserted in Gazette 3 May 2013 p. 1748.]*

**7E. Modified application of section 72 of the Act**

- (1) This regulation applies to a residential tenancy agreement that creates a tenancy for a fixed term expiring on or before the day that is 30 days after the day on which the *Residential Tenancies Amendment Act 2011* section 71(1) comes into operation.
- (2) Under section 6(a) of the Act it is provided that section 72 of the Act shall apply to a residential tenancy agreement as if it were modified by deleting subsections (1A) and (1) and inserting:
- (1) If an agreement creates a tenancy for a fixed term and the tenant fails to deliver up possession of the premises on or after the expiration of the term, the lessor may, within 30 days after the expiration of the term, apply to

a competent court for an order terminating the agreement and an order for possession of the premises.

*[Regulation 7E inserted in Gazette 3 May 2013 p. 1748.]*

**7F. Exemption from section 82 of the Act**

Under section 6(a) of the Act it is provided that section 82 of the Act shall not apply to a residential tenancy agreement if —

- (a) the Housing Authority is a party to the agreement; and
- (b) the agreement provides that, or is deemed to contain a provision to the effect that, the tenant may sub-let the premises; and
- (c) the agreement is entered into by the Housing Authority on the basis that the premises will be sub-let.

*[Regulation 7F inserted in Gazette 3 May 2013 p. 1749.]*

**7G. Modified application of section 93 of the Act for the Housing Authority**

Under section 6(c) of the Act it is provided that section 93(1)(b) of the Act shall apply to the Housing Authority as if it were modified by deleting “18 months” and inserting:

7 years

*[Regulation 7G inserted in Gazette 3 May 2013 p. 1749.]*

### **Part 3 — Other matters**

*[Heading inserted in Gazette 3 May 2013 p. 1749.]*

**7. Applications prescribed for the purposes of section 13A(2)(a) of the Act**

- (1) The following applications are prescribed for the purposes of section 13A(2)(a) of the Act —
  - (aa) an application under section 59D(4) of the Act;
  - (a) an application under section 73(1) of the Act;
  - (ba) an application under section 76B(1) of the Act;
  - (b) an application under section 77(1) of the Act;
  - (ca) an application under section 78A(1) of the Act;
  - (cb) an application under section 78B(1) of the Act;
  - (c) an application under section 79(10) of the Act;
  - (d) an application under section 79(12) of the Act;
  - (ea) an application under section 80A(8) of the Act;
  - (e) an application under Schedule 1 clause 8(1) of the Act;
  - (f) any other application under the Act that is not an application in respect of which a party objects to a registrar of the Magistrates Court exercising the court's jurisdiction.
- [(2) deleted]*
- (3) The registrar shall not —
  - (a) exercise the power in section 25 of the Act; or
  - (b) issue a warrant under section 20(d) of the Act without the approval in writing of a magistrate.
- (4) The registrar may at any time adjourn the hearing or determination of any matter and —
  - (a) seek directions or further directions from; or

(b) refer the matter for hearing or determination by, the Magistrates Court constituted by a magistrate.

*[Regulation 7 amended in Gazette 16 Jun 1995 p. 2318; 29 Apr 2005 p. 1772-3; 3 May 2013 p. 1749-50.]*

[8. *Deleted in Gazette 29 Apr 2005 p. 1773.*]

**9. Determination of nearest Magistrates Court**

For the purposes of section 13A(3) of the Act, the distance of the court from any premises is the distance by the most direct route using roads open to the public.

*[Regulation 9 amended in Gazette 29 Apr 2005 p. 1773.]*

**10. Scale of costs for section 24 of the Act**

Where a competent court awards costs under section 24 of the Act it shall do so, so far as the circumstances will allow, on the basis of any relevant legal costs determination within the meaning of the *Legal Practice Act 2003*<sup>4</sup>.

*[Regulation 10 amended in Gazette 19 Apr 2005 p. 1298; 29 Apr 2005 p. 1773.]*

**10AA. Form of written residential tenancy agreement for section 27A of the Act**

For the purposes of section 27A of the Act, the form prescribed for a written residential tenancy agreement is —

- (a) if the agreement is not a social housing tenancy agreement — Schedule 4 Form 1AA; and
- (b) if the agreement is a social housing tenancy agreement — Schedule 4 Form 1AB.

*[Regulation 10AA inserted in Gazette 3 May 2013 p. 1750.]*

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**10AB. Information to be given to tenant for section 27B of the Act**

For the purposes of section 27B of the Act —

- (a) in the case of a written residential tenancy agreement — the information set out in Schedule 4 Form 1AC is prescribed; and
- (b) in any other case — the information set out in Schedule 4 Form 1AD is prescribed.

*[Regulation 10AB inserted in Gazette 3 May 2013 p. 1751.]*

**10AC. Information to be included in property condition report for section 27C(6) of the Act**

For the purposes of section 27C(6) of the Act, the information set out in Schedule 4 Form 1 is prescribed as the information that is to be included in a property condition report.

*[Regulation 10AC inserted in Gazette 3 May 2013 p. 1751.]*

**10AD. Amount prescribed for section 27(2)(a) of the Act**

For the purposes of section 27(2)(a) of the Act, an amount set out in column 2 of the Table opposite a description of a residential tenancy agreement, is the amount prescribed in respect of such an agreement.

**Table**

Where the weekly rent under the residential tenancy agreement is \$500 or less	\$50
Where the weekly rent under the residential tenancy agreement exceeds \$500	\$100
Where the residential tenancy agreement is for residential premises south of the 26 <sup>th</sup> parallel of south latitude and the weekly rent is \$1 200 or more	\$1 200

*[Regulation 10AD inserted in Gazette 3 May 2013 p. 1751.]*

**10A. Amount prescribed for section 29(1)(b)(ii) of the Act**

For the purposes of section 29(1)(b)(ii) of the Act, the amount of \$260 is prescribed.

*[Regulation 10A inserted in Gazette 16 Jun 1995 p. 2318; amended in Gazette 24 May 2011 p. 1894.]*

**11. Amount prescribed for section 29(2) of the Act**

The amount of \$1 200 is prescribed for the purposes of section 29(2) of the Act.

*[Regulation 11 amended in Gazette 24 May 2011 p. 1894; 3 May 2013 p. 1752.]*

*[11A. Deleted in Gazette 3 May 2013 p. 1752.]*

**12A. Essential services prescribed for section 43(1) of the Act**

For the purposes of the definition of *urgent repairs* in section 43(1) of the Act, each of the following services is prescribed as an essential service —

- (a) electricity;
- (b) gas;
- (c) a functioning refrigerator, but only if it is provided with the premises;
- (d) sewerage, septic tank or other waste water management treatment;
- (e) water, including the supply of hot water.

*[Regulation 12A inserted in Gazette 3 May 2013 p. 1752.]*

**12B. Means to secure residential premises prescribed for section 45(a) of the Act**

- (1) In this regulation —

*AS 5039-2008* means Australian Standard AS 5039-2008 (*Security screen doors and security window grilles*), or any

**r. 12B**

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subsequent version of, or amendments to, that standard, published by Standards Australia;

**deadlock** has the meaning given in Australian Standard AS 4145.1-2008 (*Locks and hardware for doors and windows — Glossary of terms and rating systems*), or any subsequent version of, or amendments to, that standard, published by Standards Australia.

- (2) The things set out in this regulation are prescribed for the purposes of section 45(a) of the Act as means to ensure that residential premises are reasonably secure.
- (3) Each external door to residential premises must be fitted with —
  - (a) if it is the main entry door to the premises —
    - (i) a deadlock; or
    - (ii) a key lockable security screen door that complies with AS 5039-2008;
  - (b) if it is not the main entry door to the premises —
    - (i) a dead lock or, if a dead lock cannot be fitted, a patio bolt lock; or
    - (ii) a key lockable security screen door that complies with AS 5039-2008.
- (4) Subregulation (3) does not apply to a door to a balcony if there is no access to the balcony except from inside the residential premises.
- (5) Each exterior window of residential premises must be fitted with a lock, whether or not a key lock, that prevents the window from being opened from outside the premises unless the window —
  - (a) is on, or above, the second floor of a building and is not easily accessible from outside the premises; or
  - (b) is fitted with a security window grille that complies with AS 5039-2008.



- (6) Residential premises must have an electrical light fitted to or near the exterior of the premises that —
- (a) is capable of illuminating the main entry to the premises; and
  - (b) is operable from inside the premises.
- (7) Subregulation (6) does not apply to residential premises to which the provisions of the *Strata Titles Act 1985* apply if the strata company relating to the premises provides and maintains adequate lighting, outside of daylight hours, to the main entry to the premises.

*[Regulation 12B inserted in Gazette 3 May 2013 p. 1752-4.]*

**12C. Social housing tenancy agreement for the purposes of section 71A of the Act**

For the purposes of the definition of *social housing tenancy agreement* in section 71A of the Act, each of the following residential tenancy agreements is prescribed as an agreement that is not a social housing tenancy agreement —

- (a) a residential tenancy agreement for premises to which a housing management agreement applies;
- (b) a residential tenancy agreement if —
  - (i) the lessor is the Housing Authority; and
  - (ii) the premises are let under the *Government Employees' Housing Act 1964*;
- (c) a residential tenancy agreement if —
  - (i) the lessor is the Housing Authority; and
  - (ii) before the agreement is entered into, the Housing Authority determines, as the result of an assessment carried out under section 71D of the Act, that the tenant is not eligible to reside in social housing premises or to reside in the class of social housing premises to which the agreement relates.

*[Regulation 12C inserted in Gazette 3 May 2013 p. 1754-5.]*

**12. Information prescribed for section 79(10) of the Act**

The following information is prescribed as that to be provided by a lessor who makes an application under section 79(10) of the Act —

- (a) the name and address of the lessor;
- (b) the name of the former tenant;
- (c) for each item sold under section 79(8) of the Act —
  - (i) a short description of the item; and
  - (ii) the amount received for the item; and
  - (iii) the day on which it was sold;
- (d) particulars of the amount claimed by the lessor for —
  - (i) the cost of removing, storing and selling the goods; and
  - (ii) money owing by the tenant under the former tenancy agreement.

*[Regulation 12 amended in Gazette 3 May 2013 p. 1755.]*

**13. Infringement notices**

- (1) For the purposes of section 88A(2) of the Act, an offence specified in Schedule 5 is a prescribed offence.
- (2) The modified penalty specified opposite an offence in Schedule 5 is the modified penalty for that offence.

*[Regulation 13 inserted in Gazette 3 May 2013 p. 1755-6.]*

**14. Matters prescribed for section 94 of the Act**

- (1) In this regulation —

***relevant bank accepted bills rate*** means the 30 day bank accepted bills rate as published in Table F.1 of the “Reserve Bank of Australia Bulletin” for the month that is 2 months before the month in respect of which the interest is to be paid.

*For example:* the relevant bank accepted bills rate for May is the 30 day bank accepted bills rate for March.

- (2) For the purposes of section 94(2)(a) of the Act, the interest rate is 70% of the relevant bank accepted bills rate calculated on a daily basis.
- (3) For the purposes of section 94(2)(b) of the Act —
  - (a) interest is to be paid within 5 working days after the end of each month; and
  - (b) the day on which a security bond or part of a security bond is paid to the tenant or the lessor is prescribed as the time for payment, to the person who paid the bond, of the amount representing interest above the prescribed rate.

*[Regulation 14 inserted in Gazette 3 May 2013 p. 1756.]*

**15. Disposal of unclaimed security bonds**

- (1) This regulation applies where a bond holder has reason to believe that 6 months have elapsed since the termination of a residential tenancy agreement and a security bond held in respect of that agreement —
  - (a) has not been paid in accordance with an application under clause 5(1)(a) or 7(1)(a) or (3)(a)<sup>5</sup> of Schedule 1 to the Act, as the case may require; or
  - (b) has not been the subject of an application under clause 8 of that Schedule.
- (2) Where this regulation applies, the bond holder shall give notice in writing to the owner and the tenant in whose names the security bond is held —
  - (a) informing them that the bond holder has reason to believe that 6 months have elapsed since the termination of the residential tenancy agreement and that the security bond has not been dealt with in accordance with the Act; and
  - (b) inviting them to apply under the Act for disposal of the security bond; and

**r. 17**

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- (c) notifying them that if the security bond is still in the hands of the bond holder after 60 days from the date of the notice the amount will be paid to the Unclaimed Security Bond Account.
- (3) If after 60 days from the date of a notice under subregulation (2) the security bond is still in the hands of the bond holder, the bond holder shall pay the amount to the Unclaimed Security Bond Account.
- (4) A security bond that remains in the Unclaimed Security Bond Account at the expiration of 6 years from the day on which it is paid into that account shall be paid into the Consolidated Revenue Fund<sup>6</sup>.
- (5) Clauses 5(1), (2) and (3) and 8 of Schedule 1 to the Act apply to a security bond while it is in the Unclaimed Security Bond Account.
- (6) For the purposes of this regulation, the bond administrator shall establish in the Rental Accommodation Account referred to in clause 3 of Schedule 1 to the Act an account called the Unclaimed Security Bond Account.
- (7) In this regulation —
- bond holder*** means the bond administrator or an authorised financial institution as defined in Schedule 1 of the Act;
- security bond*** includes part of a security bond;
- Unclaimed Security Bond Account*** means the account established under subregulation (6).
- [Regulation 15 amended in Gazette 25 Jun 1996 p. 2905; 31 Jul 2007 p. 3791.]*

*[16. Deleted in Gazette 3 May 2013 p. 1756.]*

**17. Fees prescribed**

The fees set out in the third column of Schedule 3 are payable for the matters set out in the second column of that Schedule.

*[Regulation 17 amended in Gazette 29 Apr 2005 p. 1773.]*

**18. Forms**

The forms set out in Schedule 4 are prescribed in relation to the matters specified in those forms.

*[Regulation 18 inserted in Gazette 22 Sep 2006 p. 4127.]*

*[19, 20. Deleted in Gazette 3 May 2013 p. 1757.]*

*[Schedule 1 deleted in Gazette 30 Mar 2007 p. 1452.]*

*[Schedule 2 deleted in Gazette 3 May 2013 p. 1757.]*

**Schedule 3**

	[reg. 17]
	\$
1. (a) Filing of an application under the Act by —	
(i) a financially disadvantaged person .....	19.50
(ii) any other person.....	26.50
(b) In sub-item (a)(i) <i>financially disadvantaged person</i> means —	
(i) a person who produces, or in respect of whom there is produced, to a registrar of the court evidence to the satisfaction of the registrar showing that the person holds a Health Care Card, a Health Benefit Card, or a Pensioner Health Benefit Card issued by the Department of Social Security or the Department of Veteran’s Affairs of the Government of the Commonwealth; or	
(ii) a person who satisfies the registrar that he is, by reason of his financial circumstances, unable to pay the prescribed fee.	
2. Filing under clause 8(3) of Schedule 1 to the Act of a notice of intention to dispute .....	18.00
[3. <i>deleted</i> ]	
4. Search of an application —	
(a) by a reporting service approved by the Attorney General	00.60
(b) by any other person .....	04.00
5. Photocopy of any document —	
(a) not exceeding 4 pages.....	03.00
(b) 5 pages or more .....	00.70
	per page
6. Certification that document is a true copy, for each document	03.00
<i>[Schedule 3 amended in Gazette 29 Apr 2005 p. 1774-5.]</i>	

**Schedule 4 — Forms**

[r. 10AA, 10AB, 10AC and 18]

[Heading inserted in Gazette 3 May 2013 p. 1757.]

**FORM 1AA**

RESIDENTIAL TENANCIES ACT 1987

Section 27A

**RESIDENTIAL TENANCY AGREEMENT**

**PART A**

**This agreement is made between:**

Lessor :-

Tenant :-

**Lessor's property manager**

N/A

**TERM OF AGREEMENT**

\* This residential tenancy agreement is periodic starting on \_\_\_\_\_

].*Note: The start date for the agreement should not be a date prior to the date on which the tenant is entitled to enter into occupation of the premises.*

**RESIDENTIAL PREMISES**

The residential premises are

**MAXIMUM NUMBER OF OCCUPANTS**

No more than one persons may ordinarily live at the premises at any one time unless .

**RENT**

The rent is \$[insert amount] per week/calculated by reference to tenants income [insert calculation] payable weekly/fortnightly\* in advance starting on [insert date].

(\* delete as appropriate)

**Form 1AA**

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The method by which the rent must be paid is:

(c) as follows:

Fortnightly in advance by Direct Credit from Centrelink  
Centrepay.....

**SECURITY BOND**

A security bond of \$[insert amount] and a pet bond of \$[insert amount] must be paid by the tenant on signing this agreement.

*Note: Unless the rent for the premises exceeds \$1 200 per week, the security bond must not exceed the sum of 4 weeks rent plus a pet bond not exceeding \$260 (if a pet is permitted to be kept at the premises). The pet bond is to be used to meet costs of fumigation of the premises.*

**RENT INCREASE**

In the case of a periodic tenancy (see “TERM OF AGREEMENT”) any rent increase will be no sooner than 6 months after the commencement of this tenancy agreement and the date of the last increase. The lessor must give at least 60 days notice of the increase.

*Note: If rent is calculated by reference to income, the requirement to provide a notice of rent increase only applies if the method of calculating the rent is changed.*

In the case of a fixed term tenancy (see “TERM OF AGREEMENT”) the rent increase will be [insert maximum increase or method of calculating increase, e.g. CPI or percentage] and take effect no sooner than 6 months after the commencement of this tenancy agreement and the date of the last increase. The lessor must give at least 60 days notice of the increase.

*Note: For fixed term lease agreements exceeding 12 months, refer to Part C for details of subsequent rent increases.*

**WATER SERVICES**

Is scheme water connected to the premises? Yes /No

*Note: If the property is not connected to scheme water, the tenant may have to purchase water at his or her own expense.*

**WATER USAGE COSTS (SCHEME WATER)**



The tenant is required to pay [*insert number*]% of water consumption costs.

**PERMISSION TO CONTACT THE WATER SERVICES PROVIDER**

Does the tenant have the lessor’s permission to contact the water services provider for the premises to access accounts for water consumption at the premises and to communicate with the water services provider in relation to concessions available to the tenant or supply faults at the premises?

Yes /No

**ELECTRICITY, GAS AND OTHER UTILITIES**

Indicate for the utilities below whether or not the premises are separately metered:

- Electricity: Yes /No
- Gas: Yes /No
- Water: Yes /No
- Other (*please specify*): .....

Where the premises are separately metered to measure consumption of a specific utility, the tenant must pay for the connection and consumption costs as per the relevant account for the premises.

Where the premises are not separately metered to measure the consumption of a specific utility, the tenant must pay the consumption costs for that utility which will be calculated as follows:

- Electricity: [*insert method of calculation*]
- Gas: [*insert method of calculation*]
- Water: [*insert method of calculation*]
- Other (*please specify*): [*insert method of calculation*]

**STRATA BY-LAWS**

Strata by-laws ARE/ARE NOT\* (\* *delete as appropriate*) applicable to the residential premises. A copy of the by-laws are attached:

Yes /No

**PETS**

**Form 1AA**

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The pets listed below may be kept at the premises: .....

**RIGHT OF TENANT TO ASSIGN OR SUB-LET**

- \* The tenant may assign the tenant's interest under this agreement or sub-let the premises.
- \* The tenant may not assign the tenant's interest under this agreement or sub-let the premises.
- \* The tenant may assign the tenant's interest under this agreement or sub-let the premises only with the written consent of the lessor.

(\* delete as appropriate)

**RIGHT OF TENANT TO AFFIX AND REMOVE FIXTURES**

- \* The tenant must not affix any fixture or make any renovation, alteration or addition to the premises.
- \* The tenant may only affix any fixture or make any renovation, alteration or addition to the premises with the lessor's written permission.

(\* delete as appropriate)

**PROPERTY CONDITION REPORTS**

A property condition report detailing the condition of the premises must be completed by or on behalf of the lessor and 2 copies provided to the tenant within 7 days of the tenant moving into the premises.

If the tenant disagrees with any information contained in the property condition report, the tenant must note his or her disagreement on a copy of the property condition report and return this to the lessor or property manager within 7 days of receipt of the property condition report from the lessor. If the tenant does not give a copy of the property condition report back to the lessor, the tenant is taken to accept the property condition report as a true and accurate description of the condition of the premises.

A final property condition report must be completed by or on behalf of the lessor and provided to the tenant as soon as practicable but in any event within 14 days of the termination of the tenancy. The tenant must be given a reasonable opportunity to be present at the final inspection.

**PART B**

**STANDARD TERMS APPLICABLE TO ALL RESIDENTIAL TENANCY AGREEMENTS**

The *Residential Tenancies Act 1987* and the *Residential Tenancies Regulations 1989* apply to this agreement. Both the lessor and the tenant must comply with these laws. Some of the rights and obligations in that legislation are outlined below.

**RIGHT TO OCCUPY THE PREMISES**

1. The tenant has the right to exclusive occupation and quiet enjoyment of the residential premises during the tenancy. The residential premises include the additional items but do not include the exclusions noted under “RESIDENTIAL PREMISES” in Part A.

**COPY OF AGREEMENT**

2. The lessor or the property manager must give the tenant:
  - 2.1 a copy of this agreement when this agreement is signed by the tenant; and
  - 2.2 a copy of this agreement signed by both the lessor or the property manager and the tenant within 14 days after it has been signed and delivered by the tenant.

**RENT**

3. The tenant must pay rent on time or the lessor may issue a notice of termination and, if the rent is still not paid in full, the lessor may take action through the court to evict the tenant.
4. The tenant must not withhold rent because the tenant is of the view that the lessor is in breach of the agreement.
5. The lessor or property manager must not:
  - 5.1 require the tenant to pay more than 2 weeks rent in advance; or
  - 5.2 require the tenant to pay rent by post-dated cheque; or
  - 5.3 use rent paid by the tenant for the purpose of any amount payable by the tenant other than rent; or
  - 5.4 require the tenant to pay any monetary amount other than rent, security bond and pet bond.

**Form 1AA**

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6. The lessor or property manager must give a rent receipt to the tenant within 3 days of the rent being paid unless the rent is paid into an authorised bank or credit union account nominated by the lessor.
7. A tenancy agreement cannot contain a provision for a penalty, damages or extra payment if the tenant fails to keep to the agreement or breaches any law. If an agreement allows a reduced rent or a rebate, refund or other benefit if the tenant does not breach the agreement, the tenant is entitled to the reduction, rebate, refund or other benefit in any event.
8. **Warning:** it is an offence for a tenant to fail or refuse to pay any rent due under a residential tenancy agreement with the intention that the amount of such rent be recovered by the lessor from the tenant's security bond.

**PAYMENT OF COUNCIL RATES, LAND TAX, WATER AND OTHER CHARGES**

9. The lessor must pay all rates, taxes or charges imposed in respect of the premises under the *Local Government Act 1995*, the *Land Tax Act 2002* or any written law under which a rate, tax or charge is imposed for water supply or sewerage services under the *Water Agencies (Powers) Act 1984* (other than a charge for water consumed). The lessor is responsible for any contribution levied under the *Strata Titles Act 1985* and any contribution levied on a proprietor under the *Strata Titles Act 1985*.

**PUBLIC UTILITY SERVICES**

10. **Public utility services** has the meaning given in the *Land Administration Act 1997* and refers to services such as gas, electricity and water.
11. If the premises are not separately metered to measure the tenant's consumption of a public utility service at the premises and the tenant is expected to pay for his or her consumption of the public utility service, the lessor and tenant must agree in writing an alternative method of calculating the charge to be paid by the tenant for the consumption of that public utility service.
12. The tenant must not be required to pay a charge in relation to a public utility service provided to the premises unless the charge is calculated by reference to the tenant's actual consumption of the public utility service at the premises and the tenant is given written notice of the charge.
13. If the premises are separately metered, the notice of the charge must specify:

- 13.1 the relevant meter reading or readings; and
  - 13.2 the charge per metered unit; and
  - 13.3 the amount of GST payable in respect of the provision of the public utility service to the residential premises.
14. If the premises are not separately metered, the notice of the charge must specify:
- 14.1 the calculation as per the agreed method; and
  - 14.2 the amount of GST payable in respect of the provision of the public utility service to the residential premises.

**POSSESSION OF THE PREMISES**

15. The lessor must:
- 15.1 give the tenant vacant possession of the premises on the day on which the tenant is entitled to enter into occupation of the premises under the agreement; and
  - 15.2 take all reasonable steps to ensure that, at the time of signing this agreement, there is no legal reason why the tenant cannot occupy the premises as a residence for the term of this agreement.

**TENANT'S RIGHT TO QUIET ENJOYMENT**

16. The tenant is entitled to quiet enjoyment of the premises without interruption by the lessor or any person claiming by, through or under the lessor or having superior title to that of the lessor.
17. The lessor or the property manager will not interfere with, or cause or permit any interference with, the reasonable peace, comfort or privacy of the tenant in the use of the premises. The lessor or the property manager must also take all reasonable steps to ensure that the lessor's other neighbouring tenants do not interfere with the reasonable peace, comfort or privacy of the tenant in the use of the premises.

**USE OF THE PREMISES BY TENANT**

18. The tenant must:
- 18.1 use the premises as a place of residence; and

**Form 1AA**

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- 18.2 not use or allow the premises to be used for any illegal purpose;  
and
  - 18.3 not cause or permit a nuisance; and
  - 18.4 not intentionally or negligently cause or permit damage to the  
residential premises; and
  - 18.5 advise the lessor or property manager as soon as practicable if any  
damage occurs; and
  - 18.6 keep the premises in a reasonable state of cleanliness; and
  - 18.7 not cause or allow to be caused injury to the lessor, property  
manager or any person lawfully on adjacent premises; and
  - 18.8 not allow anyone who is lawfully at the premises to breach the  
terms of this agreement.
19. The tenant is responsible for the conduct or omission of any person  
lawfully on the premises that results in a breach of the agreement.

**LESSOR'S GENERAL OBLIGATIONS FOR RESIDENTIAL  
PREMISES**

20. In this clause, *premises* includes fixtures and chattels provided with the  
premises but does not include:
- 20.1 any fixture or chattel disclosed by the lessor to the tenant as not  
functioning before the agreement was entered into; or
  - 20.2 any other fixture or chattel that the tenant could not reasonably  
have expected to be functioning at the time the agreement was  
entered into.
21. The lessor must:
- 21.1 provide vacant possession of the premises and in a reasonable state  
of cleanliness and repair; and
  - 21.2 maintain and repair the premises in a timely manner; and
  - 21.3 comply with all laws affecting the premises including building,  
health and safety laws.

**URGENT REPAIRS**

22. **Urgent repairs** are defined by the *Residential Tenancies Act 1987* and fall into 2 categories: repairs that are necessary for the supply or restoration of an essential service and other urgent repairs. Essential services are listed in the *Residential Tenancies Regulations 1989* as electricity, gas, a functioning refrigerator (if one is provided with the premises), waste water management treatment and water (including the supply of hot water). Arrangements for repairs that are necessary to supply or restore an essential service must be made with a suitable repairer within 24 hours. Other urgent repairs are those that are not necessary for the supply or restoration of an essential service, but may nevertheless cause damage to the premises, injure a person or cause undue hardship or inconvenience to the tenant. Arrangements for these repairs must be made within 48 hours.
23. In every tenancy, if the need for urgent repair arises other than as a result of a breach of the agreement by the tenant:
- 23.1 the tenant is to notify the lessor or the property manager of the need for urgent repairs as soon as practicable; and
  - 23.2 the lessor is to ensure that the repairs are carried out by a suitable repairer as soon as practicable after that notification; and
  - 23.3 if, within 24 hours (in the case of repairs for the supply or restoration of essential services) or 48 hours (in the case of other urgent repairs), the lessor or property manager cannot be contacted, or, having notified the lessor or property manager of the need for the repairs, the lessor fails to ensure that the repairs will be carried out by a suitable repairer as soon as practicable after that notification, the tenant may arrange for the repairs to be carried out by a suitable repairer to the minimum extent necessary to effect those repairs; and
  - 23.4 if a tenant arranges for repairs to be carried out under clause 23.3, the lessor must, as soon as practicable after the repairs are carried out, reimburse the tenant for any reasonable expense incurred by the tenant in arranging for those repairs to be carried out and paying for those repairs.

**LESSOR'S ACCESS TO THE PREMISES**

**Form 1AA**

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24. The lessor, property manager or person acting on behalf of the lessor, can only enter the premises in the following circumstances:
- 24.1 in any case of emergency;
  - 24.2 to conduct up to 4 routine inspections in a 12 month period after giving the tenant at least 7 days, but not more than 14 days, written notice;
  - 24.3 where the agreement allows the rent to be collected at the premises where rent is payable not more frequently than once every week;
  - 24.4 to inspect and secure the premises if there are reasonable grounds to believe that the premises have been abandoned and the tenant has not responded to a notice from the lessor;
  - 24.5 carrying out or inspecting necessary repairs to or maintenance of the premises, at any reasonable time, after giving the tenant not less than 72 hours notice in writing before the proposed entry;
  - 24.6 showing the premises to prospective tenants, at any reasonable time and on a reasonable number of occasions during the period of 21 days preceding the termination of the agreement, after giving the tenant reasonable notice in writing;
  - 24.7 showing the premises to prospective purchasers, at any reasonable time and on a reasonable number of occasions, after giving the tenant reasonable notice in writing;
  - 24.8 if the tenant agrees at, or immediately before, the time of entry.
25. There are directions within the *Residential Tenancies Act 1987* which guide tenants, lessors and property managers on appropriate behaviour in relation to gaining or granting access to the premises. The following summary may assist.

**REASONABLE TIME**

26. **Reasonable time** means:
- 26.1 between 8.00 a.m. and 6.00 p.m. on a weekday; or
  - 26.2 between 9.00 a.m. and 5.00 p.m. on a Saturday; or
  - 26.3 at any other time agreed between the lessor and each tenant.



**REQUIREMENT TO NEGOTIATE A DAY AND TIME FOR A PROPOSED ENTRY BY THE LESSOR**

27. The lessor or property manager must make a reasonable attempt to negotiate a day and time that does not unduly inconvenience the tenant.

**REQUIREMENT TO GIVE TENANT NOTICE OF PROPOSED ENTRY**

28. Where the lessor or property manager gives a tenant notice of an intention to enter premises on a particular day, the notice must specify the day and whether it will be before or after 12.00 p.m.

**TENANT ENTITLED TO BE PRESENT**

29. The tenant is entitled to be on the premises during the entry by the lessor, the property manager or any other person acting on behalf of the lessor.

**ENTRY MUST BE REASONABLE AND NO LONGER THAN NECESSARY**

30. The lessor or property manager exercising a right of entry:
- 30.1 must do so in a reasonable manner; and
  - 30.2 must not, without the tenant's consent, stay or permit others to stay on the premises longer than is necessary to achieve the purpose of the entry.

**LESSOR'S OBLIGATION TO COMPENSATE TENANT IF DAMAGE TO TENANT'S GOODS**

31. If the lessor or property manager (or any person accompanying the lessor or property manager) causes damage to the tenant's goods when exercising a right of entry, the lessor is obliged to compensate the tenant.

**ALTERATIONS AND ADDITIONS TO THE PREMISES**

32. If the tenancy agreement allows the tenant to affix a fixture or make a renovation, alteration or addition to the premises, then:
- 32.1 the tenant must obtain permission from the lessor prior to affixing any fixture or making any renovation, alteration or addition to the premises; and
  - 32.2 the tenant must obtain permission from the lessor to remove any fixture attached by the tenant and make good any damage; and

**Form 1AA**

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- 32.3 notify the lessor of any damage caused by removing any fixture and, at the option of the lessor, repair the damage or compensate the lessor for any reasonable expenses incurred by the lessor in repairing the damage; and
  - 32.4 the lessor must not unreasonably refuse permission for the installation of a fixture or an alteration, addition or renovation by the tenant.
33. If the lessor wants to make an alteration or addition or affix a fixture to the premises, then:
- 33.1 the lessor must obtain the tenant's permission prior to affixing any fixture or making any renovation, alteration or addition to the premises; and
  - 33.2 the tenant must not unreasonably refuse permission for the lessor to affix any fixture or make any renovation, alteration or addition to the premises.

**LOCKS AND SECURITY DEVICES**

34. The prescribed means of securing the premises are specified in the *Residential Tenancies Regulations 1989*. In every tenancy:
- 34.1 the lessor must provide and maintain such means to ensure the premises are reasonably secure as prescribed in the regulations; and
  - 34.2 any lock or security device at the premises must not be altered, removed or added by a lessor or tenant without the consent of the other; and
  - 34.3 the lessor or the tenant must not unreasonably withhold that consent.

**TRANSFER OF TENANCY OR SUB-LETTING BY TENANT**

35. If the tenancy agreement allows the tenant to assign his or her interest or sub-let the premises with the lessor's consent:
- 35.1 the tenant cannot assign his or her interest or sub-let the premises without the written consent of the lessor; and
  - 35.2 the lessor must not unreasonably withhold such consent; and

- 35.3 the lessor must not make any charge for giving such consent other than the lessor's reasonable incidental expenses.

**CONTRACTING OUT**

36. It is an offence to contract out of any provision of the *Residential Tenancies Act 1987*.

**ENDING THE RESIDENTIAL TENANCY AGREEMENT**

37. This residential tenancy agreement can only be terminated in certain circumstances.
38. The tenant agrees, when this agreement ends, to give vacant possession of the premises to the lessor. Before giving vacant possession to the lessor the tenant must:
- 38.1 remove all the tenant's goods from the residential premises; and
- 38.2 leave the residential premises as closely as possible in the same condition, fair wear and tear excepted, as at the commencement of the tenancy; and
- 38.3 return to the lessor all keys, and other opening devices or similar devices, provided by the lessor.
39. The tenant may be liable for losses incurred by the lessor if the above requirements are not met.

**ENDING A FIXED TERM AGREEMENT**

40. If this agreement is a fixed term agreement it may be ended:
- 40.1 by agreement in writing between the lessor and the tenant; or
- 40.2 if either the lessor or tenant does not want to renew the agreement, by giving written notice of termination. The notice must be given to the other party at least 30 days prior to the date on which vacant possession of the premises is to be delivered to the lessor. The notice may be given at any time up until the end of the fixed term but cannot take effect until the term ends.

**ENDING A PERIODIC AGREEMENT**

41. If this agreement is a periodic agreement it may be ended:

**Form 1AA**

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- 41.1 by agreement in writing between the lessor and the tenant; or
- 41.2 by either the lessor or the tenant by giving written notice of termination to the other party. The notice may be given at any time. The lessor must give at least 60 days notice and the tenant must give at least 21 days notice.

**OTHER GROUNDS FOR ENDING AGREEMENT**

- 42. The *Residential Tenancies Act 1987* also authorises the lessor and tenant to end this agreement on other grounds. The grounds for the lessor include sale of the residential premises, breach of this agreement by the tenant, where the agreement is frustrated (e.g. where the premises are destroyed or become uninhabitable) and hardship. The grounds for the tenant include breach of this agreement by the lessor, where the agreement is frustrated (e.g. where the premises are destroyed or become uninhabitable) and hardship.
- 43. For more information, refer to the *Residential Tenancies Act 1987* or contact the Department of Commerce on 1300 30 40 54 or visit [www.commerce.wa.gov.au/ConsumerProtection](http://www.commerce.wa.gov.au/ConsumerProtection).
- 44. **Warning:**
  - 44.1 It is an offence for any person to obtain possession of the residential premises without an order of the Magistrates Court if the tenant does not willingly move out (a termination notice issued by the lessor or property manager is not a court order). The court may order fines and compensation to be paid for such an offence.
  - 44.2 It is an offence for a tenant to fail to provide the lessor with a forwarding address when vacating the premises.

**SECURITY BOND**

- 45. The security bond is held by the Bond Administrator.
- 46. The lessor agrees that where the lessor or the property manager applies to the Bond Administrator for the release of the security bond at the end of the tenancy, the lessor or property manager will provide the tenant with evidence to support the amount claimed.
- 47. The Bond Administrator can only release the security bond when it receives either:

- 47.1 a Joint Application for Disposal of Security Bond form signed by all the parties to the tenancy agreement; or
- 47.2 an order of the court.
- 48. If the parties cannot agree on how the security bond is to be dispersed, either party can apply to the Magistrates Court to have the dispute decided.
- 49. **Warning:** It is an offence for a lessor or a property manager to require a tenant to sign a Joint Application for Disposal of Security Bond form unless the residential tenancy agreement has terminated and the amount of the security bond to be paid to the tenant or lessor is stipulated on the form.

#### **TENANCY DATABASES**

- 50. A lessor or property manager can only list a person on a residential tenancy database if:
  - 50.1 the person is a named tenant on the residential tenancy agreement; and
  - 50.2 the residential tenancy agreement has been terminated; and
  - 50.3 the person owes the lessor a debt that is greater than the security bond or a court has made an order terminating the tenancy agreement.

#### **ADVICE, COMPLAINTS AND DISPUTES**

#### **DEPARTMENT OF COMMERCE**

- 51. The *Residential Tenancies Act 1987* allows the Commissioner for Consumer Protection to give advice to parties to a residential tenancy agreement, to look into complaints and, wherever possible, help to settle them. The Department of Commerce may be contacted by telephone on 1300 30 40 54 or by visiting one of the Department's offices.
- 52. The tenant should generally approach the lessor or property manager to solve any problem before approaching the Department of Commerce. The Department's role is one of mediation and conciliation, it cannot issue orders or make determinations in respect of disputes.

**Form 1AA**

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**IF A DISPUTE CANNOT BE RESOLVED**

53. If a dispute arises between the lessor and the tenant and the dispute cannot be resolved, either party may apply to the Magistrates Court to have the dispute decided by the court. The court can make a range of orders, including:
- 53.1 restraining any action in breach of the agreement; and
  - 53.2 requiring a party to the agreement to perform a certain action under the agreement; and
  - 53.3 order the payment of any amount owing under the agreement; and
  - 53.4 order the payment of compensation for loss or injury.

**PART C**

**IMPORTANT INFORMATION**

Additional terms may be included in this agreement if:

- (a) both the lessor and tenant agree to the terms; and
- (b) they do not conflict with the *Residential Tenancies Act 1987*, the *Residential Tenancies Regulations 1989*, or any other law; and
- (c) they do not breach the provisions about unfair contract terms in the *Fair Trading Act 2010*; and
- (d) they do not conflict with the standard terms of this agreement.

ADDITIONAL TERMS ARE NOT REQUIRED BY THE *RESIDENTIAL TENANCIES ACT 1987*. HOWEVER, ONCE THE PARTIES SIGN THIS AGREEMENT, THE ADDITIONAL TERMS ARE BINDING UPON THE PARTIES UNLESS THE TERM IS FOUND TO BE UNLAWFUL.

ADDITIONAL TERMS: .....

THE LESSOR AND TENANT ENTER INTO THIS AGREEMENT AND AGREE TO ALL ITS TERMS.

SIGNED BY THE LESSOR/PROPERTY MANAGER

.....  
[Signature of lessor/property manager]

Date: .....

in the presence of:

.....  
[Name of witness]

.....  
[Signature of witness]

SIGNED BY THE TENANT

.....  
[Signature of tenant]

Date: .....

in the presence of:

.....  
[Name of witness]

.....  
[Signature of witness]

For information about your rights and obligations as a lessor or tenant, contact the Department of Commerce on 1300 30 40 54 or visit [www.commerce.wa.gov.au/ConsumerProtection](http://www.commerce.wa.gov.au/ConsumerProtection).

*[Form 1AA inserted in Gazette 3 May 2013 p. 1757-76.]*

**Form 1AB**

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**FORM 1AB**

**RESIDENTIAL TENANCIES ACT 1987**

**Section 27A**

**SOCIAL HOUSING RESIDENTIAL TENANCY AGREEMENT**

**PART A**

**This agreement is made between:**

Lessor: - Brunswick River Cottages (Inc) and

Tenant: -

**Lessor's property manager**

N/A

**TERM OF AGREEMENT**

\* This residential tenancy agreement is periodic starting on [insert date].

*Note: The start date for the agreement should not be a date prior to the date on which the tenant is entitled to enter into occupation of the premises.*

**RESIDENTIAL PREMISES**

The residential premises are Unit \_\_\_\_\_, 126 Clifton Road, Brunswick. WA. 6224.

Parking: The Tenant will not allow any vehicle to be parked on the complex in a place other than a place designated for the tenants vehicle or visitors.

**MAXIMUM AND MINIMUM NUMBER OF OCCUPANTS**

No more than [insert number] persons and no fewer than [insert number] persons may ordinarily live in the premises at any one time.

**RENT**

The rent is \$[insert amount] per week/calculated by reference to tenant's income [insert calculation] payable fortnightly\* in advance starting on [insert date].

(\* delete as appropriate)



The method by which the rent must be paid is:

(a) by cash or cheque; or

(b) into the following account or any other account nominated by the lessor:

BSB number:

account number:

account name:

payment reference:

or

(c) as follows: .....

### SECURITY BOND

\* A security bond of \$[insert amount] and a pet bond of \$[insert amount] must be paid by the tenant on signing this agreement.

*Note: The security bond must not exceed the sum of 4 weeks rent plus a pet bond not exceeding \$260 (if a pet is permitted to be kept at the premises). The pet bond is to be used to meet costs of fumigation of the premises.*

### RENT INCREASE

In the case of a periodic tenancy (see "TERM OF AGREEMENT") any rent increase will be no sooner than 6 months after the commencement of this tenancy agreement and the date of the last increase. The lessor must give at least 60 days notice of the increase.

*Note: If rent is calculated by reference to income, the requirement to provide a notice of a rent increase only applies if the method of calculating the rent is changed.*

In the case of a fixed term tenancy (see "TERM OF AGREEMENT") the rent increase will be [insert maximum increase or method of calculating increase, e.g. CPI or percentage] and take effect no sooner than 6 months after the commencement of this tenancy agreement and the date of the last increase. The lessor must give at least 60 days notice of the increase.

*Note: For fixed term lease agreements exceeding 12 months, refer to Part C for details of subsequent rent increases.*

### WATER SERVICES

**Form 1AB**

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Is scheme water connected to the premises? Yes /No

*Note: If the property is not connected to scheme water, the tenant may have to purchase water at his or her own expense.*

**WATER USAGE COSTS (SCHEME WATER)**

The tenant is required to pay [*insert number*] % of water consumption costs.

**PERMISSION TO CONTACT THE WATER SERVICES PROVIDER**

Does the tenant have the lessor's permission to contact the water services provider for the premises to access accounts for water consumption at the premises and to communicate with the water services provider in relation to concessions available to the tenant or supply faults at the premises?  
Yes /No

**ELECTRICITY, GAS AND OTHER UTILITIES**

Indicate for the utilities below whether or not the premises are separately metered:

- Electricity: Yes /No
- Gas: Yes /No
- Water: Yes /No
- Other (*please specify*): .....

Where the premises are separately metered to measure consumption of a specific utility, the tenant must pay for the connection and consumption costs as per the relevant account for the premises.

Where the premises are not separately metered to measure the consumption of a specific utility, the tenant must pay the consumption costs for that utility which will be calculated as follows:

- Electricity: [*insert method of calculation*]
- Gas: [*insert method of calculation*]
- Water: [*insert method of calculation*]
- Other (*please specify*):

**STRATA BY-LAWS**

Strata by-laws ARE/ARE NOT\* (\* delete as appropriate) applicable to the residential premises. A copy of the by-laws are attached.

Yes /No

**PETS**

The pets listed below may be kept at the premises: .....

**RIGHT OF TENANT TO ASSIGN OR SUB-LET**

\* The tenant may assign the tenant's interest under this agreement or sub-let the premises.

\* The tenant may not assign the tenant's interest under this agreement or sub-let the premises.

\* The tenant may assign the tenant's interest under this agreement or sub-let the premises only with the written consent of the lessor.

(\* delete as appropriate)

**RIGHT OF TENANT TO AFFIX AND REMOVE FIXTURES**

\* The tenant must not affix any fixture or make any renovation, alteration or addition to the premises or common areas.

\* The tenant must not affix any fixture or make any renovation, alteration or addition to the premises or common areas without the prior written consent of the lessor, such consent not to be withheld unreasonably.

(\* delete as appropriate)

**PROPERTY CONDITION REPORTS**

A property condition report detailing the condition of the premises must be completed by or on behalf of the lessor and 2 copies provided to the tenant within 7 days of the tenant moving into the premises.

If the tenant disagrees with any information contained in the property condition report, the tenant must note his or her disagreement on a copy of the property condition report and return this to the lessor or property manager within 7 days of receipt of the property condition report from the lessor. If the tenant does not give a copy of the property condition report back to the lessor, the tenant is

**Form 1AB**

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taken to accept the property condition report as a true and accurate description of the condition of the premises.

A final property condition report must be completed by or on behalf of the lessor and provided to the tenant within 14 days of the termination of the tenancy. The tenant must be given a reasonable opportunity to be present at the final inspection.

**PART B**

**STANDARD TERMS APPLICABLE TO ALL SOCIAL HOUSING TENANCY AGREEMENTS**

The *Residential Tenancies Act 1987* and the *Residential Tenancies Regulations 1989* apply to this agreement. Both the lessor and the tenant must comply with these laws. Some of the rights and obligations in that legislation are outlined below.

**RIGHT TO OCCUPY THE PREMISES**

1. The tenant has the right to exclusive occupation and quiet enjoyment of the residential premises during the tenancy. The residential premises include the additional items but do not include the exclusions noted under "RESIDENTIAL PREMISES" in Part A.

**TENANT'S ELIGIBILITY TO RESIDE IN SOCIAL HOUSING PREMISES**

2. The social housing tenancy agreement is entered into with the tenant on the grounds that the tenant is eligible to reside in social housing premises.
3. If requested to do so by the lessor, the tenant must provide any information that is reasonably required to allow the lessor to determine that the tenant continues to be eligible to reside in the premises. If the tenant refuses to provide the requested information, the lessor may decide that the tenant is no longer eligible to reside in the premises.
4. If the tenant is no longer eligible to reside in the premises, the lessor may seek to terminate the social housing tenancy agreement.

**COPY OF AGREEMENT**

5. The lessor or the property manager must give the tenant:

5.1 a copy of this agreement when this agreement is signed by the tenant; and

5.2 a copy of this agreement signed by both the lessor or the property manager and the tenant within 14 days after it has been signed and delivered by the tenant.

## RENT

6. The tenant must pay rent on time or the lessor may issue a notice of termination and, if the rent is still not paid in full, the lessor may take action through the court to evict the tenant.

7. The tenant must not withhold rent because the tenant is of the view that the lessor is in breach of the agreement.

8. The lessor or property manager must not:

8.1 require the tenant to pay more than 2 weeks rent in advance; or

8.2 require the tenant to pay rent by post-dated cheque; or

8.3 use rent paid by the tenant for the purpose of any amount payable by the tenant other than rent; or

8.4 require the tenant to pay any monetary amount for or in relation to a residential tenancy agreement other than rent, security bond and pet bond.

9. A tenancy agreement cannot contain a provision for a penalty, damages or extra payment if the tenant fails to keep the agreement or breaches any law. If an agreement allows a reduced rent or a rebate, a refund or other benefit if the tenant does not breach the agreement, the tenant is entitled to the reduction, rebate, refund or other benefit in any event.

10. **Warning:** It is an offence for a tenant to fail or refuse to pay any rent due under a residential tenancy agreement with the intention that the amount of such rent be recovered by the lessor from the tenant's security bond.

## PAYMENT OF COUNCIL RATES, LAND TAX, WATER AND OTHER CHARGES

11. The lessor must pay all rates, taxes or charges imposed in respect of the premises under the *Local Government Act 1995*, the *Land Tax Act 2002* or any written law under which a rate, tax or charge is imposed for water supply or sewerage services under the *Water Agencies (Powers) Act 1984*

**Form 1AB**

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(other than a charge for water consumed). The lessor is responsible for any contribution levied under the *Strata Titles Act 1985* and any contribution levied on a proprietor under the *Strata Titles Act 1985*.

**PUBLIC UTILITY SERVICES**

12. **Public utility services** has the meaning given in the *Land Administration Act 1997* and refers to services such as gas, electricity and water.

13. If the premises are not separately metered to measure the tenant's consumption of a public utility service at the premises and the tenant is expected to pay for his or her consumption of the public utility service, the lessor and tenant must agree in writing an alternative method of calculating the charge to be paid by the tenant for the consumption of that public utility service.

14. The tenant must not be required to pay a charge in relation to a public utility service provided to the premises unless the charge is calculated by reference to the tenant's actual consumption of the public utility service at the premises and the tenant is given written notice of the charge.

15. If the premises are separately metered, the notice of the charge must specify:

15.1 the relevant meter reading or readings; and

15.2 the charge per metered unit; and

15.3 the amount of GST payable in respect of the provision of the public utility service to the residential premises.

16. If the premises are not separately metered, the notice of the charge must specify:

16.1 the calculation as per the agreed method; and

16.2 the amount of GST payable in respect of the provision of the public utility service to the residential premises.

**POSSESSION OF THE PREMISES**

17. The lessor must:

17.1 give the tenant vacant possession of the premises on the day on which the tenant is entitled to enter into occupation of the premises under the agreement; and

- 17.2 take all reasonable steps to ensure that, at the time of signing this agreement, there is no legal reason why the tenant cannot occupy the premises as a residence for the term of this agreement.

#### **TENANT'S RIGHT TO QUIET ENJOYMENT**

18. The tenant is entitled to quiet enjoyment of the premises without interruption by the lessor or any person claiming by, through or under the lessor or having superior title to that of the lessor.
19. The lessor or the property manager will not interfere with, or cause or permit any interference with, the reasonable peace, comfort or privacy of the tenant in the use of the premises. The lessor or the property manager must also take all reasonable steps to ensure that the lessor's other neighbouring tenants do not interfere with the reasonable peace, comfort or privacy of the tenant in the use of the premises.

#### **USE OF THE PREMISES BY TENANT**

20. The tenant must:
- 20.1 use the premises as a place of residence; and
  - 20.2 not use or allow the premises to be used for any illegal purpose; and
  - 20.3 not cause or permit a nuisance; and
  - 20.4 not cause, or permit to be caused, an interference with the reasonable peace, comfort or privacy of a person residing in the immediate vicinity of the premises; and
  - 20.5 not intentionally or negligently cause or permit damage to the residential premises; and
  - 20.6 advise the lessor or property manager as soon as practicable if any damage occurs; and
  - 20.7 keep the premises in a reasonable state of cleanliness; and
  - 20.8 not cause or allow to be caused injury to the lessor, property manager or any person lawfully on adjacent premises; and
  - 20.9 not allow anyone who is lawfully at the premises to breach the terms of this agreement.

**Form 1AB**

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21. The tenant is responsible for the conduct or omission of any person lawfully on the premises that results in a breach of the agreement.

**LESSOR'S GENERAL OBLIGATIONS FOR RESIDENTIAL PREMISES**

22. In this clause, *premises* includes fixtures and chattels provided with the premises but does not include:

22.1 any fixture or chattel disclosed by the lessor to the tenant as not functioning before the agreement was entered into; or

22.2 any other fixture or chattel that the tenant could not reasonably have expected to be functioning at the time the agreement was entered into.

23. The lessor must:

23.1 provide vacant possession of the premises and in a reasonable state of cleanliness and repair; and

23.2 maintain and repair the premises in a timely manner; and

23.3 comply with all laws affecting the premises including building, health and safety laws.

**URGENT REPAIRS**

24. *Urgent repairs* are defined by the *Residential Tenancies Act 1987* and fall into 2 categories: repairs that are necessary for the supply or restoration of an essential service and other urgent repairs. Essential services are listed in the *Residential Tenancies Regulations 1989* as electricity, gas, a functioning refrigerator (if one is provided with the premises), waste water management treatment and water (including the supply of hot water). Arrangements for repairs that are necessary to supply or restore an essential service must be made with a suitable repairer within 24 hours. Other urgent repairs are those that are not necessary for the supply or restoration of an essential service, but may nevertheless cause damage to the premises, injure a person or cause undue hardship or inconvenience to the tenant. Arrangements for these repairs must be made within 48 hours.

25. In every tenancy, if the need for urgent repair arises other than as a result of a breach of the agreement by the tenant:



- 25.1 the tenant is to notify the lessor or the property manager of the need for urgent repairs as soon as practicable; and
- 25.2 the lessor is to ensure that the repairs are carried out by a suitable repairer as soon as practicable after that notification; and
- 25.3 if, within 24 hours (in the case of repairs for the supply or restoration of essential services) or 48 hours (in the case of other urgent repairs), the lessor or property manager cannot be contacted, or, having notified the lessor or property manager of the need for the repairs, the lessor fails to ensure that the repairs will be carried out by a suitable repairer as soon as practicable after that notification, the tenant may arrange for the repairs to be carried out by a suitable repairer to the minimum extent necessary to effect those repairs; and
- 25.4 if a tenant arranges for repairs to be carried out under clause 25.3, the lessor must, as soon as practicable after the repairs are carried out, reimburse the tenant for any reasonable expense incurred by the tenant in arranging for those repairs to be carried out and paying for those repairs.

#### **LESSOR'S ACCESS TO THE PREMISES**

26. The lessor, property manager or person acting on behalf of the lessor, can only enter the premises in the following circumstances:
- 26.1 in any case of emergency;
- 26.2 to conduct up to 4 routine inspections in a 12 month period after giving the tenant at least 7 days, but not more than 14 days, written notice;
- 26.3 where the agreement allows the rent to be collected at the premises where rent is payable not more frequently than once every week;
- 26.4 to inspect and secure the premises if there are reasonable grounds to believe that the premises have been abandoned and the tenant has not responded to a notice from the lessor;
- 26.5 carrying out or inspecting necessary repairs to or maintenance of the premises, at any reasonable time, after giving the tenant not less than 72 hours notice in writing before the proposed entry;

**Form 1AB**

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26.6 showing the premises to prospective tenants, at any reasonable time and on a reasonable number of occasions during the period of 21 days preceding the termination of the agreement, after giving the tenant reasonable notice in writing;

26.7 showing the premises to prospective purchasers, at any reasonable time and on a reasonable number of occasions, after giving the tenant reasonable notice in writing;

26.8 if the tenant agrees at, or immediately before, the time of entry.

27. There are directions within the *Residential Tenancies Act 1987* which guide tenants, lessors and property managers on appropriate behaviour in relation to gaining or granting access to the premises. The following summary may assist.

**REASONABLE TIME**

28. *Reasonable time* means:

28.1 between 8.00 a.m. and 6.00 p.m. on a weekday; or

28.2 between 9.00 a.m. and 5.00 p.m. on a Saturday; or

28.3 at any other time agreed between the lessor and each tenant.

**REQUIREMENT TO NEGOTIATE A DAY AND TIME FOR A PROPOSED ENTRY BY THE LESSOR**

29. The lessor or property manager must make a reasonable attempt to negotiate a day and time that does not unduly inconvenience the tenant.

**REQUIREMENT TO GIVE TENANT NOTICE OF PROPOSED ENTRY**

30. Where the lessor or property manager gives a tenant notice of an intention to enter premises on a particular day, the notice must specify the day and whether it will be before or after 12.00 p.m.

**TENANT ENTITLED TO BE PRESENT**

31. The tenant is entitled to be on the premises during the entry by the lessor, the property manager or any other person acting on behalf of the lessor.

**ENTRY MUST BE REASONABLE AND NO LONGER THAN NECESSARY**

32. The lessor or property manager exercising a right of entry:

32.1 must do so in a reasonable manner; and

32.2 must not, without the tenant's consent, stay or permit others to stay on the premises longer than is necessary to achieve the purpose of the entry.

### **LESSOR'S OBLIGATION TO COMPENSATE TENANT IF DAMAGE TO TENANT'S GOODS**

33. If the lessor or property manager (or any person accompanying the lessor or property manager), causes damage to the tenant's goods when exercising a right of entry, the lessor is obliged to compensate the tenant.

### **ALTERATIONS AND ADDITIONS TO THE PREMISES**

34. If the tenancy agreement in Part A allows the tenant to affix a fixture or make a renovation, alteration or addition to the premises, then:

34.1 the tenant must obtain written permission from the lessor prior to affixing any fixture or making any renovation, alteration or addition to the premises; and

34.2 the tenant must obtain written permission from the lessor to remove any fixture attached by the tenant; and

34.3 notify the lessor of any damage caused by removing any fixture and, at the option of the lessor, repair the damage or compensate the lessor for any reasonable expenses incurred by the lessor in repairing the damage; and

34.4 the lessor must not unreasonably refuse permission for the installation of a fixture or an alteration, addition or renovation by the tenant.

35. If the lessor wants to make an alteration or addition or affix a fixture to the premises, then:

35.1 the lessor must obtain the tenant's permission prior to affixing any fixture or making any renovation, alteration or addition to the premises; and

35.2 the tenant must not unreasonably refuse permission for the lessor to affix any fixture or make any renovation, alteration or addition to the premises.

### **LOCKS AND SECURITY DEVICES**

**Form 1AB**

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36. The prescribed means of securing the premises are specified in the *Residential Tenancies Regulations 1989*. In every tenancy:

36.1 the lessor must provide and maintain such means to ensure the premises are reasonably secure as prescribed in the regulations; and

36.2 any lock or security device at the premises must not be altered, removed or added by a lessor or tenant without the consent of the other; and

36.3 the lessor or the tenant must not unreasonably withhold that consent.

**TRANSFER OF TENANCY OR SUB-LETTING BY TENANT**

37. If the tenancy agreement allows the tenant to assign his or her interest or sub-let the premises with the lessor's consent:

37.1 the tenant cannot assign his or her interest or sub-let the premises without the written consent of the lessor; and

37.2 the lessor must not unreasonably withhold such consent; and

37.3 the lessor must not make any charge for giving such consent other than the lessor's reasonable incidental expenses.

**CONTRACTING OUT**

38. It is an offence to contract out of any provision of the *Residential Tenancies Act 1987*.

**ENDING THE RESIDENTIAL TENANCY AGREEMENT**

39. This residential tenancy agreement can only be terminated in certain circumstances.

40. The tenant agrees, when this agreement ends, to give vacant possession of the premises to the lessor. Before giving vacant possession to the lessor the tenant must:

40.1 remove all the tenant's goods from the residential premises; and

40.2 leave the residential premises as closely as possible in the same condition, fair wear and tear excepted, as at the commencement of the tenancy; and

40.3 return to the lessor all keys, and other opening devices or similar devices, provided by the lessor.

41. The tenant may be liable for losses incurred by the lessor if the above requirements are not met.

#### **ENDING A FIXED TERM AGREEMENT**

42. If this agreement is a fixed term agreement it may be ended:

42.1 by agreement in writing between the lessor and the tenant; or

42.2 if either the lessor or tenant does not want to renew the agreement, by giving written notice of termination. The notice must be given to the other party at least 30 days prior to the date on which vacant possession of the premises is to be delivered to the lessor. The notice may be given at any time up until the end of the fixed term but cannot take effect until the term ends.

#### **ENDING A PERIODIC AGREEMENT**

43. If this agreement is a periodic agreement it may be ended:

43.1 by agreement in writing between the lessor and the tenant; or

43.2 by either the lessor or the tenant by giving written notice of termination to the other party. The notice may be given at any time. The lessor must give at least 60 days notice and the tenant must give at least 21 days notice.

#### **OBJECTIONABLE BEHAVIOUR**

44. The lessor may apply to the Magistrates Court for an order terminating the tenancy agreement if the tenant:

44.1 uses or allows the premises to be used for any illegal purpose; or

44.2 causes or permits a nuisance; or

44.3 causes, or permits to be caused, an interference with the reasonable peace, comfort or privacy of a person residing in the immediate vicinity of the premises.

#### **TENANT IS NO LONGER ELIGIBLE FOR SOCIAL HOUSING PREMISES**

**Form 1AB**

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45. If the lessor determines that the tenant is no longer eligible to reside in the social housing premises, the lessor may issue the tenant a notice of termination of the tenancy agreement ONLY after the lessor has notified the tenant in writing of the lessor's decision and given the tenant an opportunity to seek a review of this decision and to make oral or written representations to the lessor why the agreement should not be terminated.

**TENANT HAS BEEN OFFERED ALTERNATIVE SOCIAL HOUSING PREMISES**

46. The lessor may issue the tenant a notice of termination of the tenancy agreement on the grounds that the lessor has offered the tenant alternative social housing premises ONLY after the lessor has notified the tenant in writing of the lessor's decision and given the tenant an opportunity to seek a review of this decision and to make oral or written representations to the lessor why the agreement should not be terminated.

**OTHER GROUNDS FOR ENDING AGREEMENT**

47. The *Residential Tenancies Act 1987* also authorises the lessor and the tenant to end this agreement on other grounds. The grounds for the lessor include sale of the residential premises, breach of this agreement by the tenant, where the agreement is frustrated (e.g. where the premises are destroyed or become uninhabitable) and hardship. The grounds for the tenant include breach of this agreement by the lessor, where the agreement is frustrated (e.g. where the premises are destroyed or become uninhabitable) and hardship.

48. For more information, refer to the *Residential Tenancies Act 1987* or contact the Department of Commerce on 1300 30 40 54 or visit [www.commerce.wa.gov.au/ConsumerProtection](http://www.commerce.wa.gov.au/ConsumerProtection).

**49. Warning:**

49.1 It is an offence for any person to obtain possession of the residential premises without an order of the Magistrates Court if the tenant does not willingly move out (a termination notice issued by the lessor or property manager is not a court order). The court can order fines and compensation to be paid for such an offence.

49.2 It is an offence for a tenant to fail to provide the lessor with a forwarding address when vacating the premises.

**SECURITY BOND**

50. If a security bond is required, it may be paid by instalments, and is to be held by the Bond Administrator.
51. The lessor agrees that where the lessor or the property manager applies to the Bond Administrator for the release of the security bond at the end of the tenancy, the lessor or property manager will provide the tenant with evidence to support the amount claimed.
52. The Bond Administrator can only release the security bond when it receives either:
- 52.1 a Joint Application for Disposal of Security Bond form signed by all the parties to the tenancy agreement; or
- 52.2 an order of the court.
53. If the parties cannot agree on how the security bond is to be dispersed, either party can apply to the Magistrates Court to have the dispute decided.
54. **Warning:** It is an offence for a lessor or a property manager to require a tenant to sign a Joint Application for Disposal of Security Bond form unless the residential tenancy agreement has terminated and the amount of the security bond to be paid to the tenant or lessor is stipulated on the form.

#### **ADVICE, COMPLAINTS AND DISPUTES**

##### **DEPARTMENT OF COMMERCE**

55. The *Residential Tenancies Act 1987* allows the Commissioner for Consumer Protection to give advice to parties to a residential tenancy agreement, to look into complaints and, wherever possible, help to settle them. Parties may contact the Department of Commerce on 1300 30 40 54 or visit one of the Department's offices.
56. The tenant should generally approach the lessor or the property manager to solve any problem before approaching the Department of Commerce. The Department's role is one of mediation and conciliation, it cannot issue orders or make determinations in respect of disputes.

##### **IF A DISPUTE CANNOT BE RESOLVED**

57. If a dispute arises between the lessor and the tenant and the dispute cannot be resolved, either party may apply to the Magistrates Court to

**Form 1AB**

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have the dispute decided by the court. The court can make a range of orders, including:

57.1 restraining any action in breach of the agreement; and

57.2 requiring a party to the agreement to perform a certain action under the agreement; and

57.3 order the payment of any amount owing under the agreement; and

57.4 order the payment of compensation for loss or injury.

**PART C**

**IMPORTANT INFORMATION**

Additional terms may be included in this agreement if:

(a) both the lessor and tenant agree to the terms; and

(b) they do not conflict with the *Residential Tenancies Act 1987*, the *Residential Tenancies Regulations 1989*, or any other law; and

(c) they do not breach the provisions about unfair contract terms in the *Fair Trading Act 2010*; and

(d) they do not conflict with the standard terms of this agreement.

ADDITIONAL TERMS ARE NOT REQUIRED BY THE *RESIDENTIAL TENANCIES ACT 1987*. HOWEVER, ONCE THE PARTIES SIGN THIS AGREEMENT, THE ADDITIONAL TERMS ARE BINDING UPON THE PARTIES UNLESS THE TERM IS FOUND TO BE UNLAWFUL.

**ADDITIONAL TERMS:**

**Rent and Bond adjustment terms and conditions:**

(a) The tenant must provide 6 monthly income statements (to reflect Centrelink payment increases, usually effective from 20<sup>th</sup> March and 20<sup>th</sup> September each year). The lessor will send a letter requesting the statements at the appropriate time.

(b) The lessor will calculate the tenants rent deductions based on the income statements.



(c) This will be followed by a letter from the lessor to the tenant advising of the adjusted rent deduction and the date by which the adjusted rent needs to be actioned.

(d) The tenant will be advised by the lessor of the annual bond adjustment calculated to equal three times the value of 4 weeks rent.

(e) The tenant is to pay the difference of the adjusted bond within the required time specified in the letter sent by the lessor.

THE LESSOR AND TENANT ENTER INTO THIS AGREEMENT AND AGREE TO ALL ITS TERMS.

SIGNED BY THE LESSOR/PROPERTY MANAGER

.....  
[Signature of lessor/property manager]

Date: .....

in the presence of:

.....  
[Name of witness]

.....  
[Signature of witness]

SIGNED BY THE TENANT

.....  
[Signature of tenant]

Date: .....

in the presence of:

.....  
[Name of witness]

.....  
[Signature of witness]

**Form 1AB**

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For information about your rights and obligations as a lessor or tenant, contact the Department of Commerce on 1300 30 40 54 or visit [www.commerce.wa.gov.au/ConsumerProtection](http://www.commerce.wa.gov.au/ConsumerProtection).

*[Form 1AB inserted in Gazette 3 May 2013 p. 1776-96.]*

**FORM 1AC**

*RESIDENTIAL TENANCIES ACT 1987*

Section 27B

**INFORMATION FOR TENANT**

**WHAT YOU MUST KNOW ABOUT YOUR TENANCY**

At the start of your tenancy you must be given the following by the lessor or the property manager of the premises:

- a copy of this information statement
- a copy of your residential tenancy agreement
- 2 copies of the property condition report (must be received within 7 days after you have entered into occupation of the premises)
- a bond lodgment form for you to sign (if you are paying a security bond), so that it can be lodged with the Bond Administrator
- keys to your new home.

**UPFRONT COSTS**

You are not required to pay:

- more than 2 weeks rent in advance (see “ESSENTIALS FOR TENANTS” below for more information)
- more than 4 weeks rent as a security bond (if the rent is less than \$1 200 per week)
- more than \$260 for a pet bond (if you are allowed to keep a pet on the premises)
- any other amount.

**ESSENTIALS FOR TENANTS**

Follow these useful tips and pieces of information to help avoid problems while you are renting:

- If you have paid a security bond, you should receive a Record of Payment of Security Bond (*record of payment*) when the bond is lodged

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with the Bond Administrator at the Department of Commerce. If you do not receive the record of payment within 4 weeks of paying the bond, contact the Consumer Protection Advice Line on 1300 30 40 54 to make sure it has been lodged correctly. The record of payment will also advise you of your Rental Bond Reference Number.

- If you do not agree with the property condition report, mark your concerns on the report and return it to the lessor. The property condition report is an important piece of evidence. If you do not take the time to complete it accurately, money could be taken out of your bond to pay for damage that was already there when you moved in.
- If you paid an option fee, it should be applied to your rent or returned to you.
- The lessor cannot require you to pay more than 2 weeks rent in advance at any time during the tenancy agreement. However, at any time during the tenancy agreement, you can choose to pay more.
- Never stop paying your rent, even if the lessor is not complying with their side of the agreement (e.g. by failing to do repairs) — you could end up being evicted if you stop paying rent.
- You must not stop paying rent with the intention that the lessor will take the rent from the security bond.
- You or the lessor will need to give notice in writing before ending the tenancy agreement (see “ENDING THE RESIDENTIAL TENANCY AGREEMENT” in your residential tenancy agreement).
- On the day your tenancy agreement ends, you must give vacant possession of the premises to the lessor (this includes handing over the keys to the lessor or the property manager). You may be liable to pay damages to the lessor if you do not vacate on time.
- If the property has a pool or garden, be clear about what the lessor expects you to do to maintain them.
- Be careful with what you sign relating to your tenancy, and do not let anybody rush you. Never sign a blank form, such as a claim for refund of bond.
- Keep a copy of your property condition report, rent receipts, bond receipt, record of payment of bond and copies of letters/emails you send

or receive in a designated tenancy file or folder. Keep it somewhere you can easily find it.

- You must provide a forwarding address to the lessor or the property manager of the premises when you leave the premises. It is an offence not to do so.

## **COMPLAINTS AND DISPUTES**

If a dispute between a lessor and a tenant is to be decided by the court, it must be dealt with by a court that has jurisdiction to hear and determine the application. The Magistrates Court has exclusive jurisdiction to hear and determine applications relating to bond and other tenancy matters that do not involve a claim over \$10 000. When making an application to the Magistrates Court, you must always use the name of the lessor on the application form and not the property manager or agent.

If you need to give the lessor a notice under the *Residential Tenancies Act 1987*, it should be in writing and can be given to the lessor or the property manager of the premises, someone living with the lessor who appears to be over the age of 16, or to the person who usually receives the rent.

If the lessor needs to give you a notice under the *Residential Tenancies Act 1987*, they can do so by posting it to you or by giving it to someone living in the rented premises who appears to be over 16 or to the person who usually pays the rent.

Where there are 2 or more lessors or tenants, notice only needs to be given to one of them.

For information about the Magistrates Court, including what forms you should use, visit their website at [www.magistratescourt.wa.gov.au](http://www.magistratescourt.wa.gov.au) or go to the Department of Commerce website at [www.commerce.wa.gov.au/ConsumerProtection](http://www.commerce.wa.gov.au/ConsumerProtection) to view general information publications about disputes and about the Magistrates Court process.

## **FURTHER INFORMATION**

### **CONSUMER PROTECTION DIVISION, DEPARTMENT OF COMMERCE**

Perth office: Forrest Centre, 219 St Georges Terrace Perth,  
Western Australia 6000  
(hours 8:30 a.m. — 5:00 p.m.)

**Form 1AC**

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General Advice Line:                    1300 30 40 54

Email: [consumer@commerce.wa.gov.au](mailto:consumer@commerce.wa.gov.au)

Internet: [www.commerce.wa.gov.au/ConsumerProtection](http://www.commerce.wa.gov.au/ConsumerProtection)

Regional offices:

Goldfields/Esperance:                (08) 9026 3250

Great Southern:                        (08) 9842 8366

Kimberley:                                (08) 9191 8400

South-West:                              (08) 9722 2888

North-West:                               (08) 9185 0900

Mid-West:                                 (08) 9920 9800

The WA Government provides funding assistance to the WA Tenancy Network which provides advice, information and advocacy to tenants throughout Western Australia. Contact the Consumer Protection Advice Line on 1300 30 40 54 for referral to a centre near you.

*[Form 1AC inserted in Gazette 3 May 2013 p. 1797-800.]*

**FORM 1AD**

*RESIDENTIAL TENANCIES ACT 1987*

Section 27B

**INFORMATION FOR TENANT WITH NON-WRITTEN  
RESIDENTIAL TENANCY AGREEMENT**

**WHAT YOU MUST KNOW ABOUT YOUR TENANCY**

Although you do not have a written residential tenancy agreement you and the lessor still have to comply with the *Residential Tenancies Act 1987*.

At the start of your tenancy you must be given the following by the lessor or the property manager of the premises:

- a copy of this information statement
- 2 copies of the property condition report (must be received within 7 days after you have entered into occupation of the premises)
- a bond lodgment form for you to sign (if you are paying a security bond), so that it can be lodged with the Bond Administrator
- keys to your new home.

**UPFRONT COSTS**

You are not required to pay:

- more than 2 weeks rent in advance (see “ESSENTIALS FOR TENANTS” below for more information)
- more than 4 weeks rent as a security bond (if the rent is less than \$1 200 per week)
- more than \$260 for a pet bond (if you are allowed to keep a pet on the premises)
- any other amount.

**ESSENTIALS FOR TENANTS**

Follow these useful tips and pieces of information to help avoid problems while you are renting:

- If you have paid a security bond, you should receive a Record of Payment of Security Bond (*record of payment*) when the bond is lodged

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with the Bond Administrator at the Department of Commerce. If you do not receive the record of payment within 4 weeks of paying the bond, contact the Consumer Protection Advice Line on 1300 30 40 54 to make sure it has been lodged correctly. The record of payment will also advise you of your Rental Bond Reference Number.

- If you do not agree with the property condition report, mark your concerns on the report and return it to the lessor. The property condition report is an important piece of evidence. If you do not take the time to complete it accurately, money could be taken out of your bond to pay for damage that was already there when you moved in.
- If you paid an option fee, it should be applied to your rent or returned to you.
- The lessor cannot require you to pay more than 2 weeks rent in advance at any time during the tenancy agreement. However, at any time during the tenancy agreement, you can choose to pay more.
- Never stop paying your rent, even if the lessor is not complying with their side of the agreement (e.g. by failing to do repairs) — you could end up being evicted if you stop paying rent.
- You must not stop paying rent with the intention that the lessor will take the rent from the security bond.
- You or the lessor will need to give notice in writing before ending the tenancy agreement.
- On the day your tenancy agreement ends, you must give vacant possession of the premises to the lessor (this includes handing over the keys to the lessor or the property manager). You may be liable to pay damages to the lessor if you do not vacate on time.
- If the property has a pool or garden, be clear about what the lessor expects you to do to maintain them.
- Be careful with what you sign relating to your tenancy, and do not let anybody rush you. Never sign a blank form, such as a claim for refund of bond.
- Keep a copy of your property condition report, rent receipts, bond receipt, record of payment of bond and copies of letters/emails you send or receive in a designated tenancy file or folder. Keep it somewhere you can easily find it.



- You must provide a forwarding address to the lessor or the property manager of the premises when you leave the premises. It is an offence not to do so.

## **COMPLAINTS AND DISPUTES**

If a dispute between a lessor and a tenant is to be decided by the court, it must be dealt with by a court that has jurisdiction to hear and determine the application. The Magistrates Court has exclusive jurisdiction to hear and determine applications relating to bond and other tenancy matters that do not involve a claim over \$10 000. When making an application to the Magistrates Court, you must always use the name of the lessor on the application form and not the property manager or agent.

If you need to give the lessor a notice under the *Residential Tenancies Act 1987*, it should be in writing and can be given to the lessor or the property manager of the premises, someone living with the lessor who appears to be over the age of 16, or to the person who usually receives the rent.

If the lessor needs to give you a notice under the *Residential Tenancies Act 1987*, they can do so by posting it to you or by giving it to someone living in the rented premises who appears to be over 16 or to the person who usually pays the rent.

Where there are 2 or more lessors or tenants, notice only needs to be given to one of them.

For information about the Magistrates Court, including what forms you should use, visit their website at [www.magistratescourt.wa.gov.au](http://www.magistratescourt.wa.gov.au) or go to the Department of Commerce website at [www.commerce.wa.gov.au/ConsumerProtection](http://www.commerce.wa.gov.au/ConsumerProtection) to view general information publications about disputes and about the Magistrates Court process.

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**STANDARD TERMS APPLICABLE TO ALL RESIDENTIAL  
TENANCY AGREEMENTS**

The *Residential Tenancies Act 1987* and the *Residential Tenancies Regulations 1989* apply to this agreement. Both the lessor and the tenant must comply with these laws. Some of the rights and obligations in that legislation are outlined below.

**RIGHT TO OCCUPY THE PREMISES**

1. The tenant has the right to exclusive occupation and quiet enjoyment of the residential premises during the tenancy.

**RENT**

2. The tenant must pay rent on time or the lessor may issue a notice of termination and, if the rent is still not paid in full, the lessor may take action through the court to evict the tenant.
3. The tenant must not withhold rent because the tenant is of the view that the lessor is in breach of the agreement.
4. The lessor or property manager must not:
  - 4.1 require the tenant to pay more than 2 weeks rent in advance; or
  - 4.2 require the tenant to pay rent by post-dated cheque; or

- 4.3 use rent paid by the tenant for the purpose of any amount payable by the tenant other than rent; or
- 4.4 require the tenant to pay any monetary amount other than rent, security bond and pet bond.
5. The lessor or property manager must give a rent receipt to the tenant within 3 days of the rent being paid unless the rent is paid into an authorised bank or credit union account nominated by the lessor.
6. A tenancy agreement cannot contain a provision for a penalty, damages or extra payment if the tenant fails to keep to the agreement or breaches any law. If an agreement allows a reduced rent or a rebate, a refund or other benefit if the tenant does not breach the agreement, the tenant is entitled to the reduction, rebate, refund or other benefit in any event.
7. **Warning:** it is an offence for a tenant to fail or refuse to pay any rent due under a residential tenancy agreement with the intention that the amount of such rent be recovered by the lessor from the tenant's security bond.

**PAYMENT OF COUNCIL RATES, LAND TAX, WATER AND OTHER CHARGES**

8. The lessor must pay all rates, taxes or charges imposed in respect of the premises under the *Local Government Act 1995*, the *Land Tax Act 2002* or any written law under which a rate, tax or charge is imposed for water supply or sewerage services under the *Water Agencies (Powers) Act 1984* (other than a charge for water consumed). The lessor is responsible for any contribution levied under the *Strata Titles Act 1985* and any contribution levied on a proprietor under the *Strata Titles Act 1985*.

**PUBLIC UTILITY SERVICES**

9. **Public utility services** has the meaning given in the *Land Administration Act 1997* and refers to services such as gas, electricity and water.
10. If the premises are not separately metered to measure the tenant's consumption of a public utility service at the premises and the tenant is expected to pay for his or her consumption of the public utility service, the lessor and tenant must agree in writing an alternative method of calculating the charge to be paid by the tenant for the consumption of that public utility service.

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11. The tenant must not be required to pay a charge in relation to a public utility service provided to the premises unless the charge is calculated by reference to the tenant's actual consumption of the public utility service at the premises and the tenant is given written notice of the charge.
12. If the premises are separately metered, the notice of the charge must specify:
  - 12.1 the relevant meter reading or readings; and
  - 12.2 the charge per metered unit; and
  - 12.3 the amount of GST payable in respect of the provision of the public utility service to the residential premises.
13. If the premises are not separately metered, the notice of the charge must specify:
  - 13.1 the calculation as per the agreed method; and
  - 13.2 the amount of GST payable in respect of the provision of the public utility service to the residential premises.

**POSSESSION OF THE PREMISES**

14. The lessor must:
  - 14.1 give the tenant vacant possession of the premises on the day on which the tenant is entitled to enter into occupation of the premises under the agreement; and
  - 14.2 take all reasonable steps to ensure that, at the time of signing this agreement, there is no legal reason why the tenant cannot occupy the premises as a residence for the term of this agreement.

**TENANT'S RIGHT TO QUIET ENJOYMENT**

15. The tenant is entitled to quiet enjoyment of the premises without interruption by the lessor or any person claiming by, through or under the lessor or having superior title to that of the lessor.
16. The lessor or the property manager will not interfere with, or cause or permit any interference with, the reasonable peace, comfort or privacy of the tenant in the use of the premises. The lessor or the property manager must also take all reasonable steps to ensure that the lessor's other

neighbouring tenants do not interfere with the reasonable peace, comfort or privacy of the tenant in the use of the premises.

**USE OF THE PREMISES BY TENANT**

17. The tenant must:
- 17.1 use the premises as a place of residence; and
  - 17.2 not use or allow the premises to be used for any illegal purpose; and
  - 17.3 not cause or permit a nuisance; and
  - 17.4 not intentionally or negligently cause or permit damage to the residential premises; and
  - 17.5 advise the lessor or property manager as soon as practicable if any damage occurs; and
  - 17.6 keep the premises in a reasonable state of cleanliness; and
  - 17.7 not cause or allow to be caused injury to the lessor, property manager or any person lawfully on adjacent premises; and
  - 17.8 not allow anyone who is lawfully at the premises to breach the terms of this agreement.
18. The tenant is responsible for the conduct or omission of any person lawfully on the premises that results in a breach of the agreement.

**LESSOR'S GENERAL OBLIGATIONS FOR RESIDENTIAL PREMISES**

19. In this clause, *premises* includes fixtures and chattels provided with the premises but does not include:
- 19.1 any fixture or chattel disclosed by the lessor to the tenant as not functioning before the agreement was entered into; or
  - 19.2 any other fixture or chattel that the tenant could not reasonably have expected to be functioning at the time the agreement was entered into.

**Form 1AD**

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20. The lessor must:
- 20.1 provide vacant possession of the premises and in a reasonable state of cleanliness and repair; and
  - 20.2 maintain and repair the premises in a timely manner; and
  - 20.3 comply with all laws affecting the premises including building, health and safety laws.

**URGENT REPAIRS**

21. *Urgent repairs* are defined by the *Residential Tenancies Act 1987* and fall into 2 categories: repairs that are necessary for the supply or restoration of an essential service and other urgent repairs. Essential services are listed in the *Residential Tenancies Regulations 1989* as electricity, gas, a functioning refrigerator (if one is provided with the premises), waste water management treatment and water (including the supply of hot water). Arrangements for repairs that are necessary to supply or restore an essential service must be made with a suitable repairer within 24 hours. Other urgent repairs are those that are not necessary for the supply or restoration of an essential service, but may nevertheless cause damage to the premises, injure a person or cause undue hardship or inconvenience to the tenant. Arrangements for these repairs must be made within 48 hours.
22. In every tenancy, if the need for urgent repair arises other than as a result of a breach of the agreement by the tenant:
- 22.1 the tenant is to notify the lessor or the property manager of the need for urgent repairs as soon as practicable; and
  - 22.2 the lessor is to ensure that the repairs are carried out by a suitable repairer as soon as practicable after that notification; and
  - 22.3 if, within 24 hours (in the case of repairs for the supply or restoration of essential services) or 48 hours (in the case of other urgent repairs), the lessor or property manager cannot be contacted, or, having notified the lessor or property manager of the need for the repairs, the lessor fails to ensure that the repairs will be carried out by a suitable repairer as soon as practicable after that notification, the tenant may arrange for the repairs to be carried out by a suitable repairer to the minimum extent necessary to effect those repairs; and

- 22.4 if a tenant arranges for repairs to be carried out under clause 22.3, the lessor must, as soon as practicable after the repairs are carried out, reimburse the tenant for any reasonable expense incurred by the tenant in arranging for those repairs to be carried out and paying for those repairs.

**LESSOR'S ACCESS TO THE PREMISES**

23. The lessor, property manager or person acting on behalf of the lessor, can only enter the premises in the following circumstances:
- 23.1 in any case of emergency;
  - 23.2 to conduct up to 4 routine inspections in a 12 month period after giving the tenant at least 7 days, but not more than 14 days, written notice;
  - 23.3 where the agreement allows the rent to be collected at the premises where rent is payable not more frequently than once every week;
  - 23.4 to inspect and secure the premises if there are reasonable grounds to believe that the premises have been abandoned and the tenant has not responded to a notice from the lessor;
  - 23.5 carrying out or inspecting necessary repairs to or maintenance of the premises, at any reasonable time, after giving the tenant not less than 72 hours notice in writing before the proposed entry;
  - 23.6 showing the premises to prospective tenants, at any reasonable time and on a reasonable number of occasions during the period of 21 days preceding the termination of the agreement, after giving the tenant reasonable notice in writing;
  - 23.7 showing the premises to prospective purchasers, at any reasonable time and on a reasonable number of occasions, after giving the tenant reasonable notice in writing;
  - 23.8 if the tenant agrees at, or immediately before, the time of entry.
24. There are directions within the *Residential Tenancies Act 1987* which guide tenants, lessors and property managers on appropriate behaviour in relation to gaining or granting access to the premises. The following summary may assist.

**Form 1AD**

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**REASONABLE TIME**

25. *Reasonable time* means:

- 25.1 between 8.00 a.m. and 6.00 p.m. on a weekday; or
- 25.2 between 9.00 a.m. and 5.00 p.m. on a Saturday; or
- 25.3 at any other time agreed between the lessor and each tenant.

**REQUIREMENT TO NEGOTIATE A DAY AND TIME FOR A PROPOSED ENTRY BY THE LESSOR**

26. The lessor or property manager must make a reasonable attempt to negotiate a day and time that does not unduly inconvenience the tenant.

**REQUIREMENT TO GIVE TENANT NOTICE OF PROPOSED ENTRY**

27. Where the lessor or property manager gives a tenant notice of an intention to enter premises on a particular day, the notice must specify the day and whether it will be before or after 12.00 p.m.

**TENANT ENTITLED TO BE PRESENT**

28. The tenant is entitled to be on the premises during the entry by the lessor, the property manager or any other person acting on behalf of the lessor.

**ENTRY MUST BE REASONABLE AND NO LONGER THAN NECESSARY**

29. The lessor or property manager exercising a right of entry:

- 29.1 must do so in a reasonable manner; and
- 29.2 must not, without the tenant's consent, stay or permit others to stay on the premises longer than is necessary to achieve the purpose of the entry.

**LESSOR'S OBLIGATION TO COMPENSATE TENANT IF DAMAGE TO TENANT'S GOODS**

30. If the lessor or property manager (or any person accompanying the lessor or property manager) causes damage to the tenant's goods when exercising a right of entry, the lessor is obliged to compensate the tenant.



**ALTERATIONS AND ADDITIONS TO THE PREMISES**

31. If the tenancy agreement allows the tenant to affix a fixture or make a renovation, alteration or addition to the premises, then:
- 31.1 the tenant must obtain permission from the lessor prior to affixing any fixture or making any renovation, alteration or addition to the premises; and
  - 31.2 the tenant must obtain permission from the lessor to remove any fixture attached by the tenant and make good any damage; and
  - 31.3 notify the lessor of any damage caused by removing any fixture and, at the option of the lessor, repair the damage or compensate the lessor for any reasonable expenses incurred by the lessor in repairing the damage; and
  - 31.4 the lessor must not unreasonably refuse permission for the installation of a fixture or an alteration, addition or renovation by the tenant.
32. If the lessor wants to make an alteration or addition or affix a fixture to the premises, then:
- 32.1 the lessor must obtain the tenant's permission prior to affixing any fixture or making any renovation, alteration or addition to the premises; and
  - 32.2 the tenant must not unreasonably refuse permission for the lessor to affix any fixture or make any renovation, alteration or addition to the premises.

**LOCKS AND SECURITY DEVICES**

33. The prescribed means of securing the premises are specified in the *Residential Tenancies Regulations 1989*. In every tenancy:
- 33.1 the lessor must provide and maintain such means to ensure the premises are reasonably secure as prescribed in the regulations; and
  - 33.2 any lock or security device at the premises must not be altered, removed or added by a lessor or tenant without the consent of the other; and
  - 33.3 the lessor or the tenant must not unreasonably withhold that consent.

**Form 1AD**

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**TRANSFER OF TENANCY OR SUB-LETTING BY TENANT**

34. If the tenancy agreement allows the tenant to assign his or her interest or sub-let the premises with the lessor's consent:
- 34.1 the tenant cannot assign his or her interest or sub-let the premises without the written consent of the lessor; and
  - 34.2 the lessor must not unreasonably withhold such consent; and
  - 34.3 the lessor must not make any charge for giving such consent other than the lessor's reasonable incidental expenses.

**CONTRACTING OUT**

35. It is an offence to contract out of any provision of the *Residential Tenancies Act 1987*.

**ENDING THE RESIDENTIAL TENANCY AGREEMENT**

36. This residential tenancy agreement can only be terminated in certain circumstances.
37. The tenant agrees, when this agreement ends, to give vacant possession of the premises to the lessor. Before giving vacant possession to the lessor the tenant must:
- 37.1 remove all the tenant's goods from the residential premises; and
  - 37.2 leave the residential premises as closely as possible in the same condition, fair wear and tear excepted, as at the commencement of the tenancy; and
  - 37.3 return to the lessor all keys, and other opening devices or similar devices, provided by the lessor.
38. The tenant may be liable for losses incurred by the lessor if the above requirements are not met.

**ENDING A FIXED TERM AGREEMENT**

39. If this agreement is a fixed term agreement it may be ended:
- 39.1 by agreement in writing between the lessor and the tenant; or
  - 39.2 if either the lessor or tenant does not want to renew the agreement, by giving written notice of termination. The notice must be given

to the other party at least 30 days prior to the date on which vacant possession of the premises is to be delivered to the lessor. The notice may be given at any time up until the end of the fixed term but cannot take effect until the term ends.

#### **ENDING A PERIODIC AGREEMENT**

40. If this agreement is a periodic agreement it may be ended:
- 40.1 by agreement in writing between the lessor and the tenant; or
  - 40.2 by either the lessor or the tenant by giving written notice of termination to the other party. The notice may be given at any time. The lessor must give at least 60 days notice and the tenant must give at least 21 days notice.

#### **OTHER GROUNDS FOR ENDING AGREEMENT**

41. The *Residential Tenancies Act 1987* also authorises the lessor and the tenant to end this agreement on other grounds. The grounds for the lessor include sale of the residential premises, breach of this agreement by the tenant, where the agreement is frustrated (e.g. where the premises are destroyed or become uninhabitable) and hardship. The grounds for the tenant include breach of this agreement by the lessor, where the agreement is frustrated (e.g. where the premises are destroyed or become uninhabitable) and hardship.
42. For more information, refer to the *Residential Tenancies Act 1987* or contact the Department of Commerce on 1300 30 40 54 or visit [www.commerce.wa.gov.au/ConsumerProtection](http://www.commerce.wa.gov.au/ConsumerProtection).
43. **Warning:**
- 43.1 It is an offence for any person to obtain possession of the residential premises without an order of the Magistrates Court if the tenant does not willingly move out (a termination notice issued by the lessor or property manager is not a court order). The court may order fines and compensation to be paid for such an offence.
  - 43.2 It is an offence for a tenant to fail to provide the lessor with a forwarding address when vacating the premises.

#### **SECURITY BOND**

44. The security bond is held by the Bond Administrator.

**Form 1AD**

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45. The lessor agrees that where the lessor or the property manager applies to the Bond Administrator for the release of the security bond at the end of the tenancy, the lessor or property manager will provide the tenant with evidence to support the amount claimed.
46. The Bond Administrator can only release the security bond when it receives either:
- 46.1 a Joint Application for Disposal of Security Bond form signed by all the parties to the tenancy agreement; or
- 46.2 an order of the court.
47. If the parties cannot agree on how the security bond is to be dispersed, either party can apply to the Magistrates Court to have the dispute decided.
48. **Warning:** It is an offence for a lessor or a property manager to require a tenant to sign a Joint Application for Disposal of Security Bond form unless the residential tenancy agreement has terminated and the amount of the security bond to be paid to the tenant or lessor is stipulated on the form.

**TENANCY DATABASES**

49. A lessor or property manager can only list a person on a residential tenancy database if:
- 49.1 the person is a named tenant on the residential tenancy agreement; and
- 49.2 the residential tenancy agreement has been terminated; and
- 49.3 the person owes the lessor a debt that is greater than the security bond or a court has made an order terminating the tenancy agreement.

**ADVICE, COMPLAINTS AND DISPUTES**

**DEPARTMENT OF COMMERCE**

50. The *Residential Tenancies Act 1987* allows the Commissioner for Consumer Protection to give advice to parties to a residential tenancy agreement, to look into complaints and, wherever possible, help to settle them. The Department of Commerce may be contacted by telephone on 1300 30 40 54 or by visiting one of the Department's offices.

51. The tenant should generally approach the lessor or property manager to solve any problem before approaching the Department of Commerce. The Department's role is one of mediation and conciliation, it cannot issue orders or make determinations in respect of disputes.

**IF A DISPUTE CANNOT BE RESOLVED**

52. If a dispute arises between the lessor and the tenant and the dispute cannot be resolved, either party may apply to the Magistrates Court to have the dispute decided by the court. The court can make a range of orders, including:
- 52.1 restraining any action in breach of the agreement; and
  - 52.2 requiring a party to the agreement to perform a certain action under the agreement; and
  - 52.3 order the payment of any amount owing under the agreement; and
  - 52.4 order the payment of compensation for loss or injury.

*[Form 1AD inserted in Gazette 3 May 2013 p. 1801-17.]*

**Form 1**

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**FORM 1**

*RESIDENTIAL TENANCIES ACT 1987*

Section 27C(6)

**PROPERTY CONDITION REPORT**

**HOW TO COMPLETE THIS FORM**

1. Before the tenancy begins, the lessor or the property manager should inspect the residential premises and record the condition of the premises by indicating whether the particular room item is clean, undamaged and working by placing "Y" (YES) or "N" (NO) in the appropriate column. Where necessary, comments should be included in the report.
2. Two copies of the report, which has been filled out and signed by the lessor or the property manager, must be given to the tenant within 7 days of the tenant moving into the premises.
3. As soon as possible after the tenant receives the property condition report, the tenant should inspect the residential premises and complete the tenant section on both copies of the report. The tenant indicates agreement or disagreement with the condition indicated by the lessor or the property manager by placing "Y" (YES) or "N" (NO) in the appropriate column and by making any appropriate comments on the form.
4. The tenant must return one copy of the completed property condition report to the lessor or the property manager within 7 days after receiving it. The tenant should keep the second copy of the property condition report.
5. If photographs or video recordings are taken at the time the property inspection is carried out, it is recommended that all photographs or video recordings are signed and dated by all parties. NOTE: Photographs and/or video recordings are not a substitute for accurate written descriptions of the condition of the property.
6. As soon as practicable, and in any event within 14 days after the termination of the tenancy agreement, the lessor or the property manager should complete a property condition report, indicating the condition of the premises at the end of the tenancy. This should be done in the presence of the tenant, unless the tenant has been given a reasonable opportunity to be present and has not attended the inspection.

**IMPORTANT NOTES ABOUT THIS PROPERTY CONDITION REPORT**

1. This property condition report is an important record of the condition of the residential premises when the tenancy begins. It may be used as evidence of the state of repair or general condition of the premises at the commencement of the tenancy if there is a dispute, particularly about the return of the security bond money and any damage to the premises. It is important to complete the property condition report accurately.
2. A property condition report must be filled out whether or not a security bond is paid.
3. At the end of the tenancy the premises must be inspected and the condition of the premises at that time will be compared to that stated in the original property condition report.
4. A tenant is not responsible for fair wear and tear to the premises. Fair wear and tear is a general term for anything that occurs through ordinary use such as the carpet becoming worn in frequently used areas. Wilful and intentional damage, or damage caused by negligence, is not fair wear and tear.
5. If you do not have enough space on the report, attach a separate sheet. All attachments should be signed and dated by all of the parties to the residential tenancy agreement.
6. Information about the rights and responsibilities of lessors and tenants may be obtained by contacting the Department of Commerce on 1300 30 40 54 or visiting [www.commerce.wa.gov.au/ConsumerProtection](http://www.commerce.wa.gov.au/ConsumerProtection).

**Form 1**

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ADDRESS OF RESIDENTIAL PREMISES: \_\_\_\_\_

	Clean	Undamaged	Working	Tenant agrees	Comments
<b>ENTRY</b>					
front door					
screen door/ security door					
walls/picture hooks					
windows/screens					
ceiling					
light fittings					
blinds/curtains					
power points					
floorcoverings					
<b>LOUNGE ROOM</b>					
doors/doorway frames					
walls/picture hooks					
windows/screens					
ceiling					
light fittings					
blinds/curtains					
TV/power points					
floorcoverings					
<b>DINING ROOM</b>					
doors/doorway frames					
walls/picture hooks					
windows/screens					



	Clean	Undamaged	Working	Tenant agrees	Comments
ceiling					
light fittings					
blinds/curtains					
power points					
floorcoverings					
<b>KITCHEN</b>					
doors/doorway frames					
walls/picture hooks					
windows/screens					
ceiling					
light fittings					
blinds/curtains					
power points					
floorcoverings					
cupboards/drawers					
bench tops/tiling					
sink/taps					
stove top/hot plates					
oven/griller					
exhaust fan/ range hood					
<b>EACH BEDROOM</b>					
doors/doorway frames					
walls/picture hooks					

**Form 1**

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	<b>Clean</b>	<b>Undamaged</b>	<b>Working</b>	<b>Tenant agrees</b>	<b>Comments</b>
windows/screens					
ceiling					
light fittings					
blinds/curtains					
power points					
floorcoverings					
<b>EACH BATHROOM</b>					
doors/doorway frames					
walls/tiles					
windows/screens					
ceiling					
light fittings					
blinds/curtains					
power points					
floorcoverings					
bath/taps					
shower/screen/taps					
wash basin/taps					
mirror/cabinet/vanity					
towel rails					
toilet/cistern/seat					
toilet roll holder					
heating/exhaust fan/vent					

	Clean	Undamaged	Working	Tenant agrees	Comments
<b>LAUNDRY</b>					
doors/doorway frames					
walls/tiles					
windows/screens					
ceiling					
light fittings					
blinds/curtains					
power points					
floorcoverings					
washing machine taps					
exhaust fan/vent					
washing tub					
<b>SECURITY/ SAFETY</b>					
smoke alarms					
electrical safety switch					
keys/other opening devices					
<b>GENERAL</b>					
garden					
lawn/edges					
letterbox/ street number					

**Form 1**

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	<b>Clean</b>	<b>Undamaged</b>	<b>Working</b>	<b>Tenant agrees</b>	<b>Comments</b>
water tanks/ septic tanks					
garbage bins					
paving/driveways					
clothesline					
garage/carport/ storeroom					
garden shed					
hot water system					
gutters/downpipes					

**APPROXIMATE DATES WHEN WORK LAST DONE ON RESIDENTIAL PREMISES**

Painting of premises (external): .....

Painting of premises (internal): .....

Floorcoverings laid: .....

Floorcoverings professionally cleaned: .....

*Note: Further items and comments may be recorded on a separate sheet, signed by the lessor/property manager and the tenant, and attached to this report.*

.....  
 Lessor/property manager's signature

Date: .....

.....  
 Tenant's signature

Date: .....

*[Form 1 inserted in Gazette 3 May 2013 p. 1817-24.]*

FORM 1A

RESIDENTIAL TENANCIES ACT 1987

Section 61(a)

NOTICE OF TERMINATION FOR NON-PAYMENT OF RENT

(NOTE: This form is ONLY to be used if not less than 14 days' notice of breach of the agreement to pay rent has been given.)

TO..... (Name of tenant(s))

I hereby give you notice of termination of your residential tenancy agreement and require you to deliver up vacant possession of the premises at —

..... (Address of rented premises)

..... (Date on which vacant possession of the premises is to be given)

This notice of NOT LESS THAN 7 DAYS is given to you on the ground that you have breached the agreement to pay rent and the rent or any part of the rent due remains unpaid. (See section 62 of the Residential Tenancies Act 1987.)

Notice of the breach was given to you on.....

DATE: ..... SIGNED: ..... (Lessor/property manager)

ADDRESS: ..... POST CODE: .....

IMPORTANT INFORMATION FOR TENANTS

- The lessor is seeking to terminate your residential tenancy agreement and requires you to vacate the premises on the date specified in this notice.
• This notice has no effect unless you were given a notice specifying the breach of the agreement and requiring payment of the rent not less than 14 days before you were given this notice.
• If you do not vacate the premises, the lessor may apply to court for an order terminating your residential tenancy agreement and requiring you to vacate the premises.

**Form 1A**

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- If you pay the rent due under the agreement after receiving this notice, the payment will not prevent the lessor applying in court for an order terminating your residential tenancy agreement and requiring you to vacate the premises.
- You should contact the lessor or property manager of the premises immediately to try and resolve this matter.
- You should seek advice immediately if you do not understand this notice or if you require further information.

*[Form 1A inserted in Gazette 25 Jun 1996 p. 2412-13; amended in Gazette 3 May 2013 p. 1825.]*

FORM 1B

RESIDENTIAL TENANCIES ACT 1987

Section 61(a)

NOTICE OF TERMINATION FOR NON-PAYMENT OF RENT

(NOTE: This form is ONLY to be used if notice of breach of the agreement to pay rent has NOT been given.)

TO..... (Name of tenant(s))

I hereby give you notice of termination of your residential tenancy agreement and require you to deliver up vacant possession of the premises at —

..... (Address of rented premises)

..... (Date on which vacant possession of the premises is to be given)

This notice of NOT LESS THAN 7 DAYS is given to you on the ground that you have breached the agreement to pay rent and the rent or any part of the rent due remains unpaid. (See section 62 of the Residential Tenancies Act 1987.)

DATE: ..... SIGNED: ..... (Lessor/property manager)

ADDRESS: ..... POST CODE: .....

IMPORTANT INFORMATION FOR TENANTS

- The lessor is seeking to terminate your residential tenancy agreement and requires you to vacate the premises on the date specified in this notice.
• If you pay the rent due under the residential tenancy agreement in full before the date specified in this notice, you do not need to vacate the premises and no further action will be taken.
• If you do not pay the rent due under the agreement in full and do not vacate the premises, the lessor may apply to court for an order terminating your residential tenancy agreement and requiring you to vacate the premises.

**Form 1B**

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- The lessor cannot continue an application for a court order if you pay to the lessor the rent due under the residential tenancy agreement together with the court application fee in full not less than one day before the court hearing.
- You should contact the lessor or property manager of the premises immediately to try and resolve this matter.
- You should seek advice immediately if you do not understand this notice or if you require further information.

*[Form 1B inserted in Gazette 25 Jun 1996 p. 2913-14; amended in Gazette 3 May 2013 p. 1825.]*



FORM 1C

RESIDENTIAL TENANCIES ACT 1987

Section 61(a)

NOTICE OF TERMINATION

(NOTE: This form is NOT to be used in respect of non-payment of rent.)

TO .....
(Name of tenant(s))

I hereby give you notice of termination of your residential tenancy agreement and require you to deliver up vacant possession of the premises at:

.....
(Address of rented premises)

.....
(Date on which vacant possession of the premises is to be given)

ONLY ONE OF THE FOLLOWING GROUNDS IS TO BE SPECIFIED — DELETE THE OTHER 6

- 1. This notice of NOT LESS THAN 7 DAYS is given to you on the ground that you have breached a term of the agreement and the breach has not been remedied (see the Residential Tenancies Act 1987 section 62).

Particulars of the breach are:

.....
.....

Notice of the breach was given to you on .....

(Note: This notice has no effect unless you were given a notice specifying the breach and requiring that the breach be remedied not less than 14 days before you were given this notice.)

- 2. This notice of NOT LESS THAN 30 DAYS is given to you on the ground that the lessor has entered into a contract for sale of the premises and under the contract he or she is required to give vacant possession of the premises (see the Residential Tenancies Act 1987 section 63).

(Note: This notice cannot be given during the term of a fixed term residential tenancy agreement.)

**Form 1C**

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3. This notice of NOT LESS THAN 60 DAYS is given to you in exercise of the lessor's right to give notice without specifying any ground for doing so (see the *Residential Tenancies Act 1987* section 64).

*(Note: This notice cannot be given during the term of a fixed term residential tenancy agreement.)*

4. This notice of NOT LESS THAN 7 DAYS is given to you on the ground (see the *Residential Tenancies Act 1987* section 69) that the premises or part of the premises:

- \* have been destroyed
- \* have been rendered uninhabitable
- \* have ceased to be lawfully useable as a residence
- \* have been appropriated or acquired by an authority by compulsory process

*(\* delete as appropriate)*

The lessor believes that this ground applies because .....

.....

.....

*(Note: This notice can be given during the term of a periodic or a fixed term residential tenancy agreement.)*

5. This notice of NOT LESS THAN 30 DAYS is given to you in exercise of the lessor's right to end the residential tenancy agreement on its expiry date (see the *Residential Tenancies Act 1987* section 70A).

*(Note: This notice cannot be given during the term of a periodic residential tenancy agreement.)*

6. This notice of NOT LESS THAN 60 DAYS is given to you on the grounds that the lessor has determined, as a result of an assessment carried out under the *Residential Tenancies Act 1987* section 71D, that you are not eligible to reside in social housing premises, or to reside in the class of social housing premises to which the agreement relates (see the *Residential Tenancies Act 1987* section 71C).

*(Note: This notice can be given during the term of a periodic or a fixed term residential tenancy agreement.)*

7. This notice of NOT LESS THAN 30 DAYS is given to you on the ground that the lessor has offered to enter into a new social housing tenancy agreement with you in respect of alternative premises (see the *Residential Tenancies Act 1987* section 71H).

*(Note: This notice can be given during the term of a periodic or a fixed term residential tenancy agreement.)*

DATE: ..... SIGNED: .....  
(Lessor/property manager)

ADDRESS: .....

..... POST CODE: .....

**SEE OVER FOR IMPORTANT INFORMATION**

FORM 1C — REVERSE

**IMPORTANT INFORMATION FOR TENANTS**

- The lessor is seeking to terminate your residential tenancy agreement and requires you to vacate the premises on the date specified in this notice.
- If you do not vacate the premises, the lessor may apply to court for an order terminating your residential tenancy agreement and requiring you to vacate the premises.
- You should seek advice immediately if you do not understand this notice or if you require further information.

*[Form 1C inserted in Gazette 3 May 2013 p. 1826-9.]*



\* NOTE: Under section 79(1) of the Act, a lessor need not store, but may remove and destroy —

- (a) perishable foodstuffs; and
- (b) goods whose value is less than the estimated cost of removal, storage and sale.

*[Form 2 amended in Gazette 29 Apr 2005 p. 1775; 3 May 2013 p. 1829.]*



**FORM 5**

<b>MAGISTRATES COURT</b> ..... <b>REGISTRY</b> Ph: Fax:	<i>Residential Tenancies Act 1987</i> <b>Schedule 1 clause 8(3) and (4)</b> <b>NOTICE OF INTENTION TO DISPUTE APPLICATION FOR DISPOSAL OF BOND MONEY</b>	Case number:  Date lodged:
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<b>APPLICANT (S)</b> <b>Tick [✓] a box</b> <input type="checkbox"/> <b>Lessor</b> <input type="checkbox"/> <b>Tenant</b>	Name(s): <hr/> Address: <span style="float: right;">Postcode:</span> <span style="float: right;">Daytime telephone:</span>
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<b>RESPONDENT (S)</b> <b>Tick [✓] a box</b> <input type="checkbox"/> <b>Lessor</b> <input type="checkbox"/> <b>Tenant</b>	Name(s): <hr/> Address: <span style="float: right;">Postcode:</span> <span style="float: right;">Daytime telephone:</span>
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TAKE NOTICE that I intend to dispute this application for the following reasons:

**THE PRESCRIBED DISPUTE FEE OF \$18.00 MUST BE FORWARDED WITH THIS NOTICE AT THE TIME OF LODGMENT**

Signature of respondent(s)		Date	/ /
Respondent's address for service of notices is:			

*[Form 5 inserted in Gazette 29 Apr 2005 p. 1775-6; amended in Gazette 3 May 2013 p. 1830.]*

**Form 6**

**FORM 6**

<i>Residential Tenancies Act 1987</i> section 88A(3)		Infringement notice no.
<b>Infringement notice</b>		
<b>Alleged offender</b>	Name: Family name _____	
	Given names _____	
	or Company name _____	
	ACN _____	
Address _____		Postcode _____
<b>Alleged offence</b>	Description of offence _____	
	<i>Residential Tenancies Act 1987</i> s. _____	
	<i>Residential Tenancies Regulations 1989</i> r. _____	
	Date      /      /20	Time      a.m./p.m.
Modified penalty \$ _____		
<b>Authorised person issuing notice</b>	Name _____	
	Signature _____	
	Office _____	
<b>Date</b>	Date of notice      /      /20	
<b>Notice to alleged offender</b>	<p>It is alleged that you have committed the above offence.          If you do not wish to have the complaint of the alleged offence heard and determined by a court, pay the modified penalty within 28 days after the date of this notice.</p> <p><b>How to pay</b></p> <p><b>By post:</b> Send a cheque or money order (payable to ‘Authorised Person — <i>Residential Tenancies Act 1987</i>’) to:          Authorised Person — <i>Residential Tenancies Act 1987</i>          Department of Commerce          Locked Bag 14 Cloisters Square          Perth WA 6850</p> <p><b>In person:</b> Pay the cashier at:          Department of Commerce          219 St George’s Terrace, Perth WA</p> <p><b>If you do not pay</b> the modified penalty within 28 days, you may be prosecuted or enforcement action may be taken under the <i>Fines, Penalties and Infringement Notices Enforcement Act 1994</i>. Under that Act your driver’s licence and/or vehicle licence may be suspended.</p>	



	<p><b>If you need more time</b> to pay the modified penalty, you can apply for an extension of time by writing to the Authorised Person at the above postal address.</p> <p><b>If you want this matter to be dealt with by prosecution in court,</b> sign here</p> <p>_____</p> <p>and post this notice to the Authorised Person at the above postal address within 28 days after the date of this notice.</p>
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*[Form 6 inserted in Gazette 22 Sep 2006 p. 4128; amended in Gazette 24 May 2011 p. 1895; 3 May 2013 p. 1830-1.]*

**Form 7**

**FORM 7**

<i>Residential Tenancies Act 1987</i> section 88A(7)		Withdrawal no.
<b>Withdrawal of infringement notice</b>		
<b>Alleged offender</b>	Name: Family name _____	
	Given names _____	
	or Company name _____	
	ACN _____	
Address _____		Postcode _____
<b>Infringement notice</b>	Infringement notice no. _____	
	Date of issue / /20	
<b>Alleged offence</b>	Description of offence _____	
	<i>Residential Tenancies Act 1987</i> s. _____	
	<i>Residential Tenancies Regulations 1989</i> r. _____	
Date / /20		Time a.m./p.m.
<b>Authorised person withdrawing notice</b>	Name _____	
	Signature _____	
	Office _____	
<b>Date</b>	Date of withdrawal / /20	
<b>Withdrawal of infringement notice</b>  [*delete whichever is not applicable]	The above infringement notice issued against you has been withdrawn.	
	If you have already paid the modified penalty for the alleged offence you are entitled to a refund. * Your refund is enclosed. or * If you have paid the modified penalty but a refund is not enclosed, to claim your refund sign this notice and post it to: Authorised Person — <i>Residential Tenancies Act 1987</i> Department of Commerce Locked Bag 14 Cloisters Square Perth WA 6850	
	Signature _____ / /20	

[Form 7 inserted in Gazette 22 Sep 2006 p. 4128-9; amended in Gazette 24 May 2011 p. 1895; 3 May 2013 p. 1831.]

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## Schedule 5 — Prescribed offences and modified penalties

[r. 13]

*[Heading inserted in Gazette 3 May 2013 p. 1832.]*

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<b>Offences under <i>Residential Tenancies Act 1987</i></b>	<b>Modified penalty</b>
s. 22(5) Unlawfully demanding or receiving fee or reward for representing or assisting party to proceedings	\$1 000
s. 27A Failing to use prescribed form of written residential tenancy agreement	\$1 000
s. 27B Failing to give prescribed information to tenant	\$1 000
s. 27C(1)(a) Failing to prepare property condition report within 7 days	\$1 000
s. 27C(1)(b) Failing to provide 2 copies of property condition report within 7 days	\$1 000
s. 27C(4)(a) Failing to inspect premises within 14 days	\$1 000
s. 27C(4)(b) Failing to prepare final property condition report within 14 days	\$1 000
s. 27C(4)(c) Failing to provide copy of property condition report within 14 days	\$1 000
s. 27(1) Requiring or receiving unauthorised amount for or in relation to a residential tenancy agreement	\$1 000
s. 28(1) Requiring more than 2 weeks rent during first 2 weeks of tenancy	\$1 000
s. 28(2) Requiring more than 2 weeks rent in advance	\$1 000
s. 29(1)(a) Requiring or receiving more than one security bond	\$1 000
s. 29(1)(b) Requiring or receiving security bond of more than 4 weeks rent plus pet bond (if applicable)	\$1 000
s. 29(4)(a) Failing to give receipt for security bond	\$2 000
s. 29(4)(b) Failing to pay security bond to bond administrator	\$2 000
s. 29(8)(a) Failing to ensure tenant does not sign bond disposal form before residential tenancy agreement terminates	\$1 000

<b>Offences under <i>Residential Tenancies Act 1987</i></b>		<b>Modified penalty</b>
s. 29(8)(b)	Failing to ensure tenant does not sign bond disposal form without amount of security bond stipulated	\$1 000
s. 32	Requiring or receiving rent in excess of court ordered amount	\$1 000
s. 33(1)	Failing to give receipt for rent	\$1 000
s. 34(1)	Failing to keep records of rent received	\$1 000
s. 51(1)	Failing to notify tenant of lessor's details	\$1 000
s. 51(2)	Failing to notify tenant of lessor's name and property manager's name and details	\$1 000
s. 51(3)	Failing to notify tenant of new lessor's details	\$1 000
s. 51(4)	Failing to notify tenant of change of lessor's details within 14 days	\$1 000
s. 53(1)	Giving false name or place of employment	\$1 000
s. 53(2)	Failing to notify lessor of new place of employment	\$1 000
s. 53(3)	Failing to provide forwarding address on vacating premises	\$1 000
s. 54(1)(a)	Failing to give tenant copy of residential tenancy agreement	\$1 000
s. 54(1)(b)	Failing to give tenant copy of executed residential tenancy agreement	\$1 000
s. 57(2A)	Executing residential tenancy agreement providing for accelerated rent or liquidated damages	\$1 000
s. 59F(1)	Lessor or tenant altering, removing or adding lock without consent	\$2 000
s. 59F(2)	Property manager altering, removing or adding lock without consent	\$2 000
s. 63(3)	Giving false or misleading notice of termination	\$1 000
s. 79(3)	Failing to give notice that abandoned goods have been stored	\$1 000

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<b>Offences under <i>Residential Tenancies Act 1987</i></b>		<b>Modified penalty</b>
s. 80A(6)	Failing to give reclaimed document to person	\$1 000
s. 80	Entering leased premises to recover possession without court order	\$4 000
s. 82C(2)	Failing to give written notice of usual use of residential tenancy database	\$1 000
s. 82D(2)	Failing to give written notice of personal information in residential tenancy database	\$1 000
s. 82E(1)	Listing personal information in residential tenancy database contrary to section 82E(1)	\$1 000
s. 82F(1)	Listing personal information in residential tenancy database contrary to section 82F(1)	\$1 000
s. 82G(3)	Failing to keep copy of written notice under section 82G(2) for one year	\$1 000
s. 82H(2)	Failing to amend or remove personal information from residential tenancy database within 14 days	\$1 000
s. 82I(1)	Lessor or lessor's agent failing to give copy of personal information within 14 days of request	\$1 000
s. 82I(2)	Database operator failing to give copy of personal information in residential tenancy database within 14 days of request	\$1 000
s. 82K(2)	Keeping personal information in residential tenancy database longer than permitted	\$1 000
s. 93(1)	Failing to take reasonable steps to ensure security bond is transferred to bond administrator when required	\$1 000
s. 96(2)	Failing to pay bond, or part of bond, when required	\$1 000

*[Schedule 5 inserted in Gazette 3 May 2013 p. 1832-5.]*

## Notes

- <sup>1</sup> This reprint is a compilation as at 19 July 2013 of the *Residential Tenancies Regulations 1989* and includes the amendments made by the other written laws referred to in the following table. The table also contains information about any reprint.

### Compilation table

<b>Citation</b>	<b>Gazettal</b>	<b>Commencement</b>
<i>Residential Tenancies Regulations 1989</i>	9 Aug 1989 p. 2563-85 (erratum 18 Aug 1989 p. 2751)	1 Oct 1989 (see r. 2 and <i>Gazette</i> 18 Aug 1989 p. 2748)
<i>Residential Tenancies Amendment Regulations 1989</i>	15 Sep 1989 p. 3433	15 Sep 1989
<i>Residential Tenancies Amendment Regulations (No. 2) 1989</i>	6 Oct 1989 p. 3766	6 Oct 1989
<i>Residential Tenancies Amendment Regulations 1990</i>	23 Feb 1990 p. 1152-3	23 Feb 1990
<i>Residential Tenancies Amendment Regulations (No. 2) 1990</i>	6 Apr 1990 p. 1701 (erratum 12 Apr 1990 p. 1907)	6 Apr 1990
<i>Residential Tenancies Amendment Regulations 1991</i>	15 Mar 1991 p. 1119	15 Mar 1991
<i>Residential Tenancies Amendment Regulations (No. 2) 1991</i>	14 Jun 1991 p. 2872-3	14 Jun 1991
<i>Residential Tenancies Amendment Regulations (No. 4) 1991</i>	13 Dec 1991 p. 6153	13 Dec 1991
<i>Residential Tenancies Amendment Regulations (No. 3) 1991</i>	13 Dec 1991 p. 6154	13 Dec 1991
<i>Residential Tenancies Amendment Regulations 1992</i>	8 Jan 1993 p. 29	8 Jan 1993
<i>Residential Tenancies Amendment Regulations 1993</i>	12 Feb 1993 p. 1214	12 Feb 1993
<i>Residential Tenancies Amendment Regulations 1994</i>	9 Sep 1994 p. 4629	9 Sep 1994
<i>Residential Tenancies Amendment Regulations (No. 2) 1994</i>	30 Dec 1994 p. 7231-2	30 Dec 1994

<b>Citation</b>	<b>Gazettal</b>	<b>Commencement</b>
<i>Residential Tenancies Amendment Regulations 1995</i>	16 Jun 1995 p. 2318	16 Jun 1995
<b>Reprint of the Residential Tenancies Regulations 1989 as at 9 Apr 1996</b> (includes amendments listed above)		
<i>Residential Tenancies Amendment Regulations 1996</i>	25 Jun 1996 p. 2904-17	1 Jul 1996 (see r. 2 and <i>Gazette</i> 25 Jun 1996 p. 2902)
<i>Residential Tenancies Amendment Regulations 1999</i>	19 Feb 1999 p. 553-4	19 Feb 1999
<b>Reprint 2: The Residential Tenancies Regulations 1989 as at 19 Sep 2003</b> (includes amendments listed above)		
<i>Residential Tenancies Amendment Regulations 2004</i>	24 Dec 2004 p. 6149-53	24 Dec 2004
<i>Courts and Legal Practice (Consequential Amendments) Regulations 2005</i> r. 11	19 Apr 2005 p. 1294-302	19 Apr 2005
<i>Residential Tenancies Amendment Regulations 2005</i>	29 Apr 2005 p. 1771-6	1 May 2005 (see r. 2 and <i>Gazette</i> 31 Dec 2004 p. 7128)
<i>Electricity Corporations (Consequential Amendments) Regulations 2006</i> r. 84	31 Mar 2006 p. 1299-357	1 Apr 2006 (see r. 2)
<i>Residential Tenancies Amendment Regulations 2006</i>	22 Sep 2006 p. 4126-30	22 Sep 2006 (see r. 2(a))
<b>Reprint 3: The Residential Tenancies Regulations 1989 as at 26 Jan 2007</b> (includes amendments listed above)		
<i>Residential Tenancies Amendment Regulations 2007</i>	30 Mar 2007 p. 1452	5 Apr 2007 (see r. 2)
<i>Residential Tenancies Amendment Regulations (No. 2) 2007</i>	31 Jul 2007 p. 3790-1	r. 1 and 2: 31 Jul 2007 (see r. 2(a)); Regulations other than r. 1 and 2: 1 Aug 2007 (see r. 2(b))
<i>Residential Tenancies Amendment Regulations 2011</i>	24 May 2011 p. 1894-5	r. 1 and 2: 24 May 2011 (see r. 2(a)); Regulations other than r. 1 and 2: 1 Jun 2011 (see r. 2(b))
<i>Residential Tenancies Amendment Regulations 2013</i>	3 May 2013 p. 1737-835	r. 1 and 2: 3 May 2013 (see r. 2(a)); Regulations other than r. 1 and 2: 1 Jul 2013 (see r. 2(b) and <i>Gazette</i> 3 May 2013 p. 1735)
<b>Reprint 4: The Residential Tenancies Regulations 1989 as at 19 Jul 2013</b> (includes amendments listed above)		

- <sup>2</sup> Under the *Land Administration Act 1997* s. 281(3), a reference in a written law to the *Land Act 1933* is, unless the contrary intention appears, to be construed as if that reference were a reference to the *Land Administration Act 1997*.
- <sup>3</sup> Repealed by the *Biosecurity and Agriculture Management (Repeal and Consequential Provisions) Act 2007*.
- <sup>4</sup> Repealed by the *Legal Profession Act 2008*.
- <sup>5</sup> The *Residential Tenancies Act 1987* Sch. 1 cl. 7 was deleted by the *Residential Tenancies Amendment Act 2011* s. 87(16).
- <sup>6</sup> Now called the Consolidated Account.



## Defined terms

*[This is a list of terms defined and the provisions where they are defined.  
The list is not part of the law.]*

<b>Defined term</b>	<b>Provision(s)</b>
AS 5039-2008.....	12B(1)
bond holder.....	15(7)
commencement day .....	5A(1A)
deadlock .....	12B(1)
financially disadvantaged person.....	Sch. 3
Government employee .....	5B(1)
Housing Authority .....	3A
housing management agreement .....	3A
person of Aboriginal descent.....	5AD(1)
premises.....	5AD(2)
Register of Heritage Places .....	7A(1)
relevant bank accepted bills rate.....	14(1)
retirement village .....	3(2)
rural land .....	7A(1)
security bond .....	15(7)
specified power .....	5(2), 5D(2)
Unclaimed Security Bond Account .....	15(7)