

123 Sample Street	South West
	WA 1234

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FORM 1AA - Residential Tenancies Act 1987 - Section 27A

# RESIDENTIAL TENANCY AGREEMENT PART A

This agreement is made between	
<b>Lessor 1</b> [Insert name of lessor(s) and contact details]	Is this lessor an organisation? <input type="checkbox"/> Yes
Given name(s) or Organisation Name: <b>John</b>	
Family name: <b>Doe</b>	
<b>Lessor 2</b> [Insert name of lessor(s) and contact details]	Is this lessor an organisation? <input type="checkbox"/> Yes
Given name(s) or Organisation Name:	
Family name:	
<b>Lessor 3</b> [Insert name of lessor(s) and contact details]	Is this lessor an organisation? <input type="checkbox"/> Yes
Given name(s) or Organisation Name:	
Family name:	

and

<b>Tenant 1</b> [Insert name of tenant(s) and contact details]	Is this tenant an organisation? <input type="checkbox"/> Yes
Given name(s) or Organisation Name: <b>Jane</b>	
Family name: <b>Smith</b>	
Mobile:	
Email:	
<b>Tenant 2</b> [Insert name of tenant(s) and contact details]	Is this tenant an organisation? <input type="checkbox"/> Yes
Given name(s) or Organisation Name:	
Family name:	
Mobile:	
Email:	
<b>Tenant 3</b> [Insert name of tenant(s) and contact details]	Is this tenant an organisation? <input type="checkbox"/> Yes
Given name(s) or Organisation Name:	
Family name:	
Mobile:	
Email:	
<b>Tenant 4</b> [Insert name of tenant(s) and contact details]	Is this tenant an organisation? <input type="checkbox"/> Yes
Given name(s) or Organisation Name:	
Family name:	
Mobile:	
Email:	

<b>Lessor's property manager</b> [Insert name of lessor's property manager (if any) and contact details]	
Trading Name: <b>Stocker Preston</b>	
Address: <b>42 Queen Street, Busselton, WA, 6280</b>	
Telephone: <b>9753 0888</b>	Facsimile: <b>9752 3333</b>
Email: <b>pmbusselton@stockerpreston.com.au</b>	

<b>TERM OF AGREEMENT</b> [*delete as appropriate]	
* [REDACTED]	insert date: [REDACTED]
*This residential tenancy agreement is fixed starting on	insert date: Date: <input type="text" value="28"/> / <input type="text" value="02"/> / <input type="text" value="2016"/>
and ending on	insert date: Date: <input type="text" value="01"/> / <input type="text" value="03"/> / <input type="text" value="2017"/>
<b>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.</b>	

## GIVING OF NOTICES AND INFORMATION BY ELECTRONIC MEANS

Indicate below for each of the following persons whether the person agrees to notices and information being given by email or facsimile under the Electronic Transactions Act 2011

<b>Lessor 1</b>	John	Doe	Email: Yes <input checked="" type="checkbox"/> /No <input type="checkbox"/>	Facsimile: Yes <input type="checkbox"/> /No <input type="checkbox"/>
<b>Lessor 2</b>			Email: Yes <input type="checkbox"/> /No <input type="checkbox"/>	Facsimile: Yes <input type="checkbox"/> /No <input type="checkbox"/>
<b>Lessor 3</b>			Email: Yes <input type="checkbox"/> /No <input type="checkbox"/>	Facsimile: Yes <input type="checkbox"/> /No <input type="checkbox"/>
<i>[insert email or facsimile if different from contact details above]</i>				
<b>Tenant 1</b>	Jane	Smith	Email: Yes <input checked="" type="checkbox"/> /No <input type="checkbox"/>	Facsimile: Yes <input type="checkbox"/> /No <input type="checkbox"/>
<b>Tenant 2</b>			Email: Yes <input type="checkbox"/> /No <input type="checkbox"/>	Facsimile: Yes <input type="checkbox"/> /No <input type="checkbox"/>
<b>Tenant 3</b>			Email: Yes <input type="checkbox"/> /No <input type="checkbox"/>	Facsimile: Yes <input type="checkbox"/> /No <input type="checkbox"/>
<b>Tenant 4</b>			Email: Yes <input type="checkbox"/> /No <input type="checkbox"/>	Facsimile: Yes <input type="checkbox"/> /No <input type="checkbox"/>
<i>[insert email or facsimile if different from contact details above]</i>				
<b>Lessor's property manager</b>	Email: Yes <input checked="" type="checkbox"/> /No <input type="checkbox"/>		Facsimile: Yes <input checked="" type="checkbox"/> /No <input type="checkbox"/>	
<i>[insert email or facsimile if different from contact details above]</i>				

## RESIDENTIAL PREMISES

The residential premises are <i>[insert address]</i>					
Address 1	123 Sample Street				
Address 2					
Suburb	South West	State	WA	Postcode	1234
Postal Address <i>[if different from above]</i>					
PO Box		Town/City		Postcode	
Address 1					
Address 2					

and

The residential premises include/exclude* <i>[(*delete as appropriate) Include any additional matters, such as parking space or furniture provided, or any exclusions, such as sheds]</i>

## MAXIMUM NUMBER OF OCCUPANTS

No more than	insert number 1	persons may ordinarily live at the premises at any one time.
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## RENT

The rent is	insert amount \$ 400	per week/ <del>calculated by reference to tenants income</del> <i>[insert calculation]</i> payable <del>weekly</del> */fortnightly* in advance <i>[*delete as appropriate]</i>
starting on	insert date Date: 28 / 02 / 2016	

The method by which the rent must be paid: *[strikeout where applicable]*

~~(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 \$ 1600	and a pet bond of	insert amount \$ 260
must be paid by the tenant on signing this agreement.			
<i>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.</i>			

## 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	<small>[insert number]</small> 100 %	of water consumption costs.
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## 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:  Yes  No

(please specify):  Yes  No

<input type="checkbox"/> Yes <input type="checkbox"/> No	
<input type="checkbox"/> Yes <input type="checkbox"/> No	
<input type="checkbox"/> Yes <input type="checkbox"/> No	

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

The pets listed below can be kept at the premises:

1 x Dog

### RIGHT OF TENANT TO ASSIGN OR SUB-LET [\*delete as appropriate]

~~\*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.

### RIGHT OF TENANT TO AFFIX AND REMOVE FIXTURES [\*delete as appropriate]

~~\*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.

### 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 to be 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.

FORM 1AA - *Residential Tenancies Act 1987* - Section 27A

# RESIDENTIAL TENANCY AGREEMENT 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.
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 to 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
  - 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 to 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

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 and 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; or
  - 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 8.00am and 6.00pm on a weekday; or
- 26.2 between 9.00am and 5.00pm 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 a 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 agent 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
- 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 defined 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 nearly 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:

- 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 if the lessor or the property manager applies to the Bond Administrator for all or part of the security bond to be released to the lessor, the lessor or property manager will provide the tenant with evidence to support the amount that the lessor is claiming.
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, the rent to be paid under the tenancy agreement is decreased or a pet is no longer kept at the premises, 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.

## NOTICES

- 51A. A notice under this agreement must be given:
- 51A.1 in the prescribed form; or
  - 51A.2 if there is no prescribed form but there is an approved form - in the approved form; or
  - 51A.3 if there is no prescribed form or approved form - in writing.
- 51B. A notice from the tenant to the lessor may be given to the property manager or the lessor's agent.
- 51C. A notice under this agreement may be given to a person:
- 51C.1 by giving it to the person directly; or
  - 51C.2 if an address for service for the person is given in the agreement - by posting it to, or leaving it at, the address for service; or
  - 51C.3 if the person has agreed under Part A to the electronic service of notices - by sending the notice to the email address or facsimile number given in Part A.
- 51D. A person may withdraw his or her consent to a notice being given to the person by email or facsimile by giving a notice to that effect to each other party to the 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.

## 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.





The reviewed rental cannot be less than the rental payable in the immediately preceding period.

Method of Rent Review	<input type="text" value="A"/>	Review Date	<input type="text"/>
Method of Rent Review	<input type="text" value="A"/>	Review Date	<input type="text"/>
Method of Rent Review	<input type="text" value="A"/>	Review Date	<input type="text"/>
Method of Rent Review	<input type="text" value="A"/>	Review Date	<input type="text"/>

Insert **A, B, C** or **D** for the Method of Rent Review.

- A. fixed increase of  per week
- B. Consumer Price Index (Perth All Groups) ("CPI")
- C. % increase of the rent payable on the day immediately prior to the Review Date
- D. Other Method:

For the purposes of this rent review clause, the following terms have the following meanings:

**CPI** means the rent will be determined in accordance with the following formula:

$$\text{CPI Rent} = R \times (C/P)$$

Where R = the Rent payable immediately prior to the relevant Rent Review Date

C = the Current CPI (for the most recent quarter prior to the Rent Review Date with respect to which the CPI has been published)

P = the Previous CPI (for the quarter immediately before the last Rent Review Date or, if there has been no previous rent review, the date of the commencement of the tenancy).

**Percentage Increase** means the reviewed rental will be the rent applicable immediately before the rent review date increased by the percentage specified above on that rent review date.

**Other Method** means the Rent applicable immediately before the rent review date will be increased by that method on that rent review date.

- 2.5. If this tenancy agreement is for a fixed term and the tenancy reverts to a periodic tenancy pursuant to section 76C of the Act, then the periodic rent upon expiry of the fixed term will be, for the first 30 days after the commencement of the periodic tenancy, the same rent that was payable at the end of the fixed term and, after that 30 day period, a sum being  [or insert a method of calculating the rent] (**Increased Rent**).

PROVIDED THAT, in order for the Increased Rent to apply, the lessor must give the tenant at least 60 days' notice of the Increased Rent and the commencement date for the Increased Rent must be no sooner than 6 months after the last rent increase.

- Pets**
- 2.6. The tenant must not keep any animal, bird or fish in or about the premises, unless that pet is listed in Part A of this residential tenancy agreement or without the prior written permission of the Lessor.
  - 2.7. The tenant must not keep any restricted breed dogs as defined under the Dog (Restricted Breeds) Regulations 2002- Dogo Argentine (Argentinian Fighting Dog), Fila Brasileiro (Brazilian Fighting Dog), Japanese Tosa, American Pit Bull Terrier, Pit Bull Terrier or any dog of a mixed breed which visibly contains any of these breeds, without the prior written consent of the Lessor.

- Pet Security Bond**
- 2.8. If the lessor permits the tenant to keep pets at the premises as specified in Part A, or as agreed in writing after the commencement of the residential tenancy agreement, and if any of those pets are capable of carrying parasites that can affect humans, then the tenant shall deposit with the property manager a Pet Security Bond of the amount referred to in Part A. At the end of the tenancy that Pet Bond may be applied to the cost of fumigation of the premises. In this clause, the term "pet" does not include a guide dog as defined in section 3(1 of the *Dog Act, 1976*).

- Smoking**
- 2.9. Unless otherwise agreed to by the lessor in writing, smoking is not permitted inside the residential buildings on the premises.

- Services**
- 2.10. The tenant must notify the electricity and gas utilities (if applicable) of the tenant's occupation of the premises.

- Telephone**
- 2.11. The lessor makes no representations about the availability of telephone lines, internet lines or any other communications services to the premises. The tenant must make his or her own enquiries regarding the availability, cost and/or installation of those services. The tenant is allowed to install and/or attach cabling, telephone lines and/or communications lines to the premises provided no damage is done to the premises in installing, attaching and/or removing them and the tenant pays all costs associated with that installation, attachment and/or removal.

If at the end of the residential tenancy the lessor requests the cabling and/or communications lines to be removed, the tenant must remove them and make good any damage caused by that removal. If any cabling, telephone lines and/or communications lines installed or attached by the tenant are left remaining at the premises or attached to the premises at the end of the tenancy, with the lessor's consent, those items become the property of the lessor.

- Strata Company** 2.12. The Tenant agrees to comply with all the rules and by-laws governing the use of the Premises and the common areas issued by the Strata Company or Strata Council.
- Tenant to Keep Premises Clean** 2.13. In accordance with the tenant's obligation to keep the premises in a reasonable state of cleanliness pursuant to section 38(1)(a) of the Act, the tenant must keep the premises in a clean and sanitary condition and free from dirt, oils, grease, insects, and vermin.
- 2.14. The tenant is responsible for the eradication of insect and vermin infestations caused by the tenant's activities or lack of cleanliness.
- Chattels** 2.15. Except for matters required to be attended to by the lessor as part of its obligations to maintain the premises in a reasonable state of repair (having regard to its age and character), the tenant agrees to keep the premises, including all floors, floor coverings, skirting boards, walls, ceilings, windows (including glass), window treatments, doors (including glass if any), light fittings, fixtures and fittings, and chattels included in the tenancy agreement (as set out in any attached Inventory) in the same condition as they were in at the commencement of this lease and in accordance with the Property Condition Report (fair wear and tear excepted).
- Smoke Alarms and RCDs** 2.16. The tenant must take reasonable steps to regularly check and test whether all smoke alarms and residual current devices on the premises are in good working order. If any smoke alarm or residual current device is not at any time in good working order, the tenant must give the lessor immediate notice in writing of that fact. Note: Nothing in this clause lessens the obligations upon lessors in relation to smoke alarms under the Building Regulations 2012 and/or in relation to residual current devices under the Electricity Regulations, 1947.
- Light Globes** 2.17. The tenant agrees to replace all broken light globes and fluorescent light tubes and save for matters required to be attended to by the lessor as part of its obligations to maintain the premises in a reasonable state of repair (having regard to its age and character), ensure all light globes and fluorescent light tubes are kept in good working order.
- Gardens** 2.18. The tenant must attend to the garden, lawns, lawn edges, hedges, shrubs and trees so that they are kept in the same condition as at the commencement of this lease as described in the Property Condition Report, to water and fertilise them regularly and adequately, to keep all the grounds clean and tidy and free from rubbish, to keep the flower beds and lawns free of weeds, and not to remove or cut down any plants, trees or shrubs.
- Swimming Pool Spa** 2.19. If the premises includes a swimming pool or spa, the tenant must keep the pool or spa and any associated equipment in a properly treated and clean condition and observe all legal requirements relating to pools and/or spas during the period of this lease. The tenant must not drain the pool without the lessor's written consent.
- If a tenant becomes aware of any matters that may render any swimming pool or spa on the premises unsafe, the tenant must report those matters to the lessor as soon as practicable. Further, tenants should note that they are entitled to notify local governments about matters relating to the safety of swimming pools or spas.**
- Damage and Disrepair** 2.20. The parties' rights and obligations with respect to urgent repairs are set out in section 43 of the Act and clauses 22 and 23 of Part B of the Residential Tenancy Agreement. Obligations upon the tenant to advise the lessor or property manager as soon as practicable if any damage occurs to the premises are set out in section 38 of the Act and clause 18.5 of the Residential Tenancy Agreement. The tenant agrees to make all reasonable efforts to report to the Lessor all damage and any state of disrepair to the premises, as soon as practical after the same occurs. Failure to do so will render the tenant liable for all costs and/or losses incurred by the lessor as a result of such failure to report (examples of the types of incidents that might give rise to a need to make a report as soon as practical include, but are not limited to, a broken window, a kitchen cupboard door falling off, a cracked shower screen or a burst water pipe on the leased premises or a machine, such as a pool pump, that forms part of the leased premises, being in need of repair). The tenant may be liable to pay the lessor damages if the lessor suffers loss as a consequence of the tenant failing or delaying to make a report.
- 2.21. The tenant must pay for any damages caused by the tenant's breach of the residential tenancy agreement including, but not limited to, the cost of repairing any damage that is caused by, or is attributable to, an act or omission by the tenant or anyone who is lawfully at the premises, contrary to clause 18 and/or 19 or Part B.
- Excess on Insurance** 2.22.
- 2.22.1 If the lessor elects to claim on the lessor's insurance for any loss or damage that arises or is attributable to an act or omission by the tenant or the tenant's visitors, or people associated with the tenant, that amounts to a breach of this residential tenancy agreement or would otherwise leave the tenant liable to the lessor for damages and the lessor is successful in relation to recovering any money for such damage, then the tenant will be liable to the lessor to pay any "excess" on any such insurance claim.
- 2.22.2 The tenant acknowledges that any damage caused to the premises or any chattels on the premises by a water bed is not normally covered by insurance.
- 2.22.3 This clause does not limit the liability of the tenant for acts of negligence, other torts or breaches of this residential tenancy agreement and this clause does not require the lessor to make any claim under any insurance policy held by the lessor.
- Alterations to the Premises** 2.23. Notwithstanding which election is selected with respect to the right of the tenant to affix and remove fixtures in Part A, the tenant must not place any sign on, or paint the premises, use blue tack or any other adhesive material, or drive any nails or screws into or deface any part of the Premises.

- Objectionable Behaviour** 2.24. The tenant must not interfere with or cause or permit interference with the reasonable peace, comfort or privacy of any person who resides in the immediate vicinity of the premises.
- Water beds, Aquarium, Swimming Pool, Spa** 2.25. The tenant must not without the lessor's consent install any water bed, aquarium, swimming pool, or spa on the premises. The tenant is liable to the lessor for any costs or losses resulting from any damage caused to the premises (including any of the lessor's chattels, fixtures, fittings and/or furniture) by the escape of water from any waterbed, aquarium, swimming pool, or spa if the escape of the water is caused by the tenant breaching this Residential Tenancy Agreement or breaching the terms of the Act.
- Laundry** 2.26. The tenant must not hang or display any laundry or other articles on any balcony or verandah.
- Indemnify the Lessor** 2.27. The tenant agrees to indemnify the lessor against any loss sustained by the lessor or any sum the lessor might at any time be liable to pay, as a result of:
- 2.27.1 any damage to the premises or any furniture or chattels belonging to the lessor;
- 2.27.2 any claim made against the lessor, whether in relation to property damage or personal injury; or
- 2.27.3 any other matter whatsoever, arising from any breach of clauses 18 and/or 19 of Part B of this residential tenancy agreement.
- arising from any breach of clauses 18 and/or 19 of Part B of this residential tenancy agreement.
- Inspections** 2.28. Provided that the lessor has complied with clauses 24 to 28 of Part B of this residential tenancy agreement, if the tenant is not present at the time specified in any notice for the inspection provided by the lessor, the tenant agrees that the lessor or the lessor's Property Manager or their employees may enter the premises.
- Keys and Electronic Keys** 2.29. Subject to the provisions of section 45 of the Act and clause 34 of Part B of this residential tenancy agreement, the lessor will supply to the tenant one set of Keys that enable access to the premises.
- 2.30. Should the tenant require an additional set(s) of the Keys or the existing set to be recoded (due to the fault of the tenant), then any cost associated with an additional set(s) or recoding will be borne by the tenant and must be paid for by the tenant prior to receiving the additional set(s) of the Keys.
- 2.31. Should the tenant lose possession of the Keys, then the tenant will be responsible for all costs and expenses associated with replacing the Keys, or gaining access to the premises.
- 2.32. The lessor will replace Keys and arrange for access to the premises arising from lost Keys only during normal business hours.

### 3. DEFAULT, INCLUDING WRONGFUL TERMINATION OF LEASE (i.e. "BREAK LEASE")

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- 3.1 If the tenant:
- (a) terminates this lease, otherwise than in accordance with clause 37 of Part B of this residential tenancy agreement or the provisions of the Act, before the end of the tenancy period referred to in Part A (commonly known as a "break lease"); or
- (b) the tenant otherwise breaches the lease and/or does not comply with the tenant's obligations under this lease, then the tenant is liable to pay any damages and losses to the lessor that the lessor suffers or will suffer as a result of the tenant's breach.<sup>1</sup> The lessor must endeavour to reasonably mitigate the lessor's damages and losses.

### 4. END OF TENANCY

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- Swimming Pool and Spa Equipment at the end of tenancy** 4.1 If at the commencement of the lease the lessor provided pool chemicals to the tenant, then a comparable quantity of the same chemicals are to be provided by the tenant to the lessor at the end of the lease.
- 4.2 The tenant must secure all portable pool cleaning equipment in a locked area on the premises at the end of the tenancy.
- Movement of Chattels** 4.3 The tenant must return all fixtures, furniture, chattels, household effects and all other items described in either the Property Condition Report or the attached Inventory to the original positions described in those documents.
- Cleaning of Carpets** 4.4 As part of the tenant's obligations under clause 18.6 of Part B of this Residential Tenancy Agreement, the tenant agrees upon vacation of the premises to have all carpets professionally cleaned (at the tenant's expense) and to supply to the Property Manager a receipt as evidence that the carpets have been cleaned.

### 5. DEFINITIONS AND INTERPRETATION

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- 5.1 If any provision of this lease is invalid, unenforceable or illegal, then that provision may be severed and the remainder of this lease will continue to be effective.
- 5.2 In this lease, unless otherwise required by the context or subject matter:
- "Keys"** means all keys and electronic keys that permit access to the premises, to common property associated with a strata lot, or to car bays associated with the premises.
- "Inventory"** means a list of the lessor's furniture contained in the premises at the commencement of the lease.

<sup>1</sup> Examples of the types of costs that might give rise to a need to make a break lease claim include, but are not limited to rent, advertising expenses associated with finding a new tenant and the unexpired portion of any leasing fee charged by the property manager to the lessor and also property maintenance such as lawn mowing and watering. These costs may be charged until a new tenant moves in or the original tenancy period expires). The lessor must endeavour to reasonably mitigate the lessor's damages and losses.

- 5.3 Any reference in this lease to the "**lessor**" doing anything shall mean and include it being done by the lessor's Property Manager.
- 5.4 Where either the tenant or the lessor comprise more than one person, the obligations to be performed in this lease are binding upon such two or more persons jointly and severally.

## 6. INFORMATION COLLECTION NOTICE PRIVACY ACT, 1988 AUSTRALIAN PRIVACY PRINCIPLE 5

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The Lessor's property manager (whose contact details appear in Part A of this form) collects the personal information provided in this form in compliance with the provisions of the *Privacy Act, 1988* and the Australian Privacy Principles. Personal information collected by the property manager through the management of the tenancy including, but not limited to the Property Condition Report is necessary to manage the tenancy. The personal information collected by the property manager in this residential tenancy agreement, in the Property Condition Report and during the period of the management of the tenancy is collected to be used in managing the tenancy, to enable the property manager to provide the services and benefits the subject of this agreement and to enable the property manager to conduct its business. The tenant, by signing this agreement, consents to that collection and use. Further details regarding the purposes for which the information is collected, the disclosures that are usually made of personal information collected by the property manager, the situations where the property manager is required to collect information by law, and any disclosure of information that may be made by the property manager overseas, can be obtained from the more detailed collection notice on the property manager's website. The property manager's privacy policy may also be accessed on that website. If the information collected in this form is not provided, the property manager may not be able to provide its services as effectively. Individuals who wish to access or correct information held about them or who wish to make any complaint regarding privacy should contact the property manager's privacy officer.

## 7. ANNEXURES

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The attached annexures:

Annexure A  
Annexure B

form part of this Lease.

**This page is intentionally left blank but additional terms between tenant and lessor may be inserted and included in Part C by agreement between the parties. REIWA has not endorsed or approved the further additional terms.**

**This page is intentionally left blank but additional terms between tenant and lessor may be inserted and included in Part C by agreement between the parties. REIWA has not endorsed or approved the further additional terms.**

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

Executed by the Tenant (if a corporation, the Tenant executes this document pursuant to its constitution and the Corporations Act)

**Tenant's Signature**

Witness (name and signature)

Date

\_\_\_\_/\_\_\_\_/\_\_\_\_

\_\_\_\_\_  
Jane Smith

\_\_\_\_\_

\_\_\_\_/\_\_\_\_/\_\_\_\_

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\_\_\_\_/\_\_\_\_/\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

CORPORATION:

\_\_\_\_\_

Name of Corporation

\_\_\_\_\_

ACN / ABN

\_\_\_\_\_

Director

\_\_\_\_\_

Director / Secretary

Executed by the Lessor (if a corporation, the Lessor executes this document pursuant to its constitution and the Corporations Act)

**Lessor / Lessor's Agent Signature**

Witness (name and signature)

Date

\_\_\_\_/\_\_\_\_/\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_/\_\_\_\_/\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

CORPORATION:

Stocker Preston

Name of Corporation

66125383628

ACN / ABN

\_\_\_\_\_

Director

\_\_\_\_\_

Director / Secretary

A true copy of:

(1) The Residential Tenancy Agreement Parts A, B & C

(2) Relevant By-Laws pertaining to the strata complex, and

(3) \_\_\_\_\_

- have been received by the Tenant:

\_\_\_\_\_ Date \_\_\_\_/\_\_\_\_/\_\_\_\_

\_\_\_\_\_ Date \_\_\_\_/\_\_\_\_/\_\_\_\_

\_\_\_\_\_ Date \_\_\_\_/\_\_\_\_/\_\_\_\_

\_\_\_\_\_ Date \_\_\_\_/\_\_\_\_/\_\_\_\_

(Signed by Tenants)

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)