



Western Australia

Residential Tenancies Act 1987

Residential Tenancies Regulations 1989

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Residential Tenancies Regulations 1989

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Defined terms

Residential Tenancies Regulations 1989

Part 1 — Preliminary

[Heading inserted: Gazette 3 May 2013 p. 1737.]

1. Citation

These regulations may be cited as the *Residential Tenancies Regulations 1989*.

2. Commencement

These regulations shall come into operation on the day on which the *Residential Tenancies Act 1987* comes into operation.

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

Part 2 — Application of Act, modification of application

[Heading inserted: Gazette 21 Mar 2014 p. 731.]

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: 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*¹; 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: 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*¹, 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*¹, 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*¹ is a prescribed agreement for the purposes of section 5(2)(g) of the Act.

5AAA. Application of Act to certain accommodation at St Thomas More College

- (1) In this regulation —
St Thomas More College means the premises comprising St Thomas More College on Mounts Bay Road, Crawley.
- (2) The following accommodation at St Thomas More College is prescribed for the purposes of section 5(3)(b) of the Act —
 - (a) the student accommodation provided in the building on the western side of the College; and
 - (b) the student accommodation provided in the southern-most building of the College.

[Regulation 5AAA inserted: Gazette 21 Mar 2014 p. 731.]

5AA. Modified application of section 22(2) of 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

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subject of proceedings as if it were modified by inserting after paragraph (a)(i):

- (ia) a person who is an employee of, or acting on behalf of, the property manager mentioned in subparagraph (i) and who is registered as a sales representative under the *Real Estate and Business Agents Act 1978*; or

[Regulation 5AA inserted: Gazette 3 May 2013 p. 1738-9; amended: Gazette 24 Dec 2019 p. 4419.]

5AB. Exemptions from section 27A of 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;
- (c) a residential tenancy agreement if —
 - (i) the agreement is renewed or extended; and
 - (ii) there has been no change to the parties to the agreement; and
 - (iii) any material changes to the agreement are agreed in writing between the parties to the agreement.

[Regulation 5AB inserted: Gazette 3 May 2013 p. 1739; amended: Gazette 21 Aug 2015 p. 3311.]

5AC. Exemption from section 27B of 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: Gazette 3 May 2013 p. 1740.]

5AD. Modified application of section 27C(4) of Act for 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: Gazette 3 May 2013 p. 1740-1.]

5A. Exemption of Housing Authority from sections 29(4)(b) and 33 of 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
- (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: Gazette 13 Dec 1991 p. 6154; amended: Gazette 30 Dec 1994 p. 7231-2; 31 Jul 2007 p. 3790; 3 May 2013 p. 1741-2.]

5BA. Exemptions from section 29(8) of Act

Under section 6(a) of the Act it is provided that section 29(8) of the Act does not apply in relation to a residential tenancy agreement if the application form referred to in Schedule 1 clause 5(1)(a) is signed by the tenant in the following circumstances —

- (a) either —
 - (i) there has been a decrease in the rent payable under the agreement; or
 - (ii) a bond has been collected from the tenant in relation to a pet that the tenant was permitted to keep on the premises and the pet is no longer being kept on the premises;
- (b) the sole purpose for the tenant signing the form is to effect payment to the tenant of only part of the security bond paid in relation to the agreement;
- (c) at the time the application form is signed by the tenant the form includes details of the amount to be paid to the tenant.

[Regulation 5BA inserted: Gazette 21 Aug 2015 p. 3312.]

5B. Exemptions from section 30(1) of 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 and Retail Corporation |
| The Electricity Networks 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*²

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
 - (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: Gazette 6 Apr 1990 p. 1701; erratum: Gazette 12 Apr 1990 p. 1907; amended: 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; 27 Dec 2013 p. 6478.]

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

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- (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: Gazette 3 May 2013 p. 1744.]

5C. Exemption from section 33 of 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: 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: Gazette 19 Feb 1999 p. 554.]

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

6. Modified application of section 43(3) of 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
 - (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: Gazette 3 May 2013 p. 1745.]

6A. Modified application of s. 71AD(2) of Act when Housing Authority is lessor of premises

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

- (2) Under section 6(a) of the Act it is provided that section 71AD(2) of the Act applies to a residential tenancy agreement as if it were modified by deleting “7 days” and inserting:

14 days

[Regulation 6A inserted: Gazette 9 Apr 2019 p. 1043.]

7A. Modified application of s. 45(1) of 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(1) 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(1)(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: Gazette 3 May 2013 p. 1746-7; amended: Gazette 9 Apr 2019 p. 1043.]

7B. Modified application of section 47(1)(b) of Act for 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: Gazette 3 May 2013 p. 1747.]

7C. Modified application of s. 60(1) of 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.
- (2) Under section 6(a) of the Act it is provided that section 60(1) 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 —

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- (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: Gazette 3 May 2013 p. 1747-8;
amended: Gazette 9 Apr 2019 p. 1043.]*

7D. Modified application of section 70A of Act for Foyer Oxford

- (1) In this regulation —
Foyer Oxford means the premises of that name located at 196 Oxford Street, Leederville, Western Australia.
- (2) This regulation applies to a residential tenancy agreement that —
 - (a) creates a tenancy in respect of a residential unit in Foyer Oxford for a fixed term of 6 weeks or less; and
 - (b) is not the renewal or extension of an agreement; and
 - (c) is entered into between a tenant and Foundation Housing Limited.
- (3) Under section 6(a) of the Act it is provided that section 70A of the Act shall apply to a residential tenancy agreement as if section 70A(3) were modified by deleting “30 days” and inserting:

7 days

[Regulation 7D inserted: Gazette 21 Aug 2015 p. 3312-13.]

7E. Modified application of section 72 of 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: Gazette 3 May 2013 p. 1748.]

7F. Exemption from section 82 of 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: Gazette 3 May 2013 p. 1749.]

7G. Modified application of section 93 of Act for 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: Gazette 3 May 2013 p. 1749.]

7H. Modified application of Schedule 1 clauses 5A and 5 of Act

- (1) Under section 6(a) and (b) of the Act it is provided that Schedule 1 clause 5A of the Act shall apply in respect of a residential tenancy agreement for residential premises that are managed by a property manager as if it were modified by deleting subclause (2) and inserting:
 - (2) The payment must be made —
 - (a) if subclause (3) applies, either directly or by lodging the amount with an authorised agent of the bond administrator; or
 - (b) otherwise, using the Bonds Online eTransactions system administered by the bond administrator and available on the website maintained by the Department at <www.commerce.wa.gov.au/consumer-protection/bondsonline>.
 - (3) This subclause applies if —
 - (a) the tenant does not have one or more of the following —
 - (i) a mobile telephone number used exclusively by the tenant;
 - (ii) an email address used exclusively by the tenant;
 - (iii) internet access to check their email account;
 - (iv) competence in the use of a mobile telephone or email;
 - (v) a sound understanding of the English language;or
 - (b) the payment is made by way of the transfer of a security bond from one property to another property; or
 - (c) the bond administrator or an authorised agent has approved the making of the payment in accordance with subclause 2(a).

(4) Use of the Bonds Online eTransactions system is subject to any terms and conditions determined from time to time by the bond administrator and published on the website referred to in subclause (2)(b).

(2) Under section 6(a) and (b) of the Act it is provided that Schedule 1 clause 5 of the Act shall apply in respect of a residential tenancy agreement for residential premises that are managed by a property manager as if it were modified —

(a) in subclause (1)(a) before “an application” by inserting:

if subclause (1A) applies,

(b) by deleting subclause (1)(b) and inserting:

(b) if an order has been made under clause 8, a copy of that order; or

(c) otherwise, an application made by all parties to the residential tenancy agreement to which the security bond relates using the Bonds Online eTransaction system administered by the bond administrator and available on the website maintained by the Department at <www.commerce.wa.gov.au/consumer-protection/bondsonline>,

(c) after subclause (1) by inserting:

(1A) This subclause applies if —

(a) the tenant does not have one or more of the following —

(i) a mobile telephone number used exclusively by the tenant;

(ii) an email address used exclusively by the tenant;

(iii) internet access to check their email account;

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- (iv) competence in the use of a mobile telephone or email;
 - (v) a sound understanding of the English language;
 - or
 - (b) the application relates to the disposal of a security bond to an overseas bank account; or
 - (c) the application relates to the transfer of a security bond from one property to another, or from one property manager to another property manager; or
 - (d) the bond administrator or an authorised agent has approved the lodging of an application in accordance with subclause (1)(a)(ii).
- (1B) Use of the Bonds Online eTransactions system is subject to any terms and conditions determined from time to time by the bond administrator and published on the website referred to in subclause (1)(c).

*[Regulation 7H inserted: Gazette 3 Jun 2016 p. 1714-16;
amended: Gazette 30 Jun 2017 p. 3554-5.]*

Part 3 — Other matters

[Heading inserted: Gazette 3 May 2013 p. 1749.]

7. Applications prescribed for the purposes of section 13A(2)(a) of 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: Gazette 16 Jun 1995 p. 2318; 29 Apr 2005 p. 1772-3; 3 May 2013 p. 1749-50.]

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

10. Scale of costs for section 24 of 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*³.

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

10AA. Form of written residential tenancy agreement for section 27A of 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: Gazette 3 May 2013 p. 1750.]

10AB. Information to be given to tenant for section 27B of 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: Gazette 3 May 2013 p. 1751.]

10AC. Information to be included in property condition report for section 27C(6) of 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: Gazette 3 May 2013 p. 1751.]

10AD. Amount prescribed for section 27(2)(a) of 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 th parallel of south latitude and the weekly rent is \$1 200 or more | \$1 200 |

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

r. 10A

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

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

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

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

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

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

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

12A. Essential services prescribed for section 43(1) of 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: Gazette 3 May 2013 p. 1752.]

12B. Means to secure residential premises prescribed for s. 45(1)(a) of Act

- (1) In this regulation —

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

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(1)(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.

r. 12BA

- (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: Gazette 3 May 2013 p. 1752-4; amended: Gazette 9 Apr 2019 p. 1044.]

12BA. Prescribed alterations for s. 47(4) of Act

For the purposes of section 47(4) of the Act, prescribed alterations are the following —

- (a) the renovation, alteration or addition of any of the following —
 - (i) security alarms and cameras;
 - (ii) locks, screens and shutters on windows;
 - (iii) security screens on doors;
 - (iv) exterior lights;
 - (v) locks on gates;
- (b) the pruning of shrubs and trees to improve visibility around the residential premises.

[Regulation 12BA inserted: Gazette 9 Apr 2019 p. 1044.]

12C. Social housing tenancy agreement for the purposes of section 71A of 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: Gazette 3 May 2013 p. 1754-5.]

12CA. Prescribed person for s. 71AB(2)(d)(vi) of Act

For the purposes of section 71AB(2)(d)(vi) of the Act, the following are prescribed —

- (a) a person in charge of an Aboriginal legal, health or welfare organisation;
- (b) an officer as defined in the *Children and Community Services Act 2004* section 3 who is authorised for the purposes of this paragraph by the CEO as defined in that section;
- (c) a person employed as a family support worker by another person with whom the Minister administering the *Children and Community Services Act 2004* has entered into an agreement under section 15 of that Act.

[Regulation 12CA inserted: Gazette 9 Apr 2019 p. 1044.]

r. 12D

12D. Manner prescribed for purposes of section 79(3)(b) of Act

For the purposes of section 79(3)(b)(i) of the Act, a notice is made publicly available in the prescribed manner if it is published in a newspaper circulating generally throughout all, or most of, the State.

[Regulation 12D inserted: Gazette 30 Jun 2017 p. 3555.]

12E. Information prescribed for section 79(10) of 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 12E inserted: Gazette 30 Jun 2017 p. 3555.]

12. Manner prescribed for purposes of section 85(3)(c) of Act

For the purposes of section 85(3)(c) of the Act, a notice required to be given by a competent court under section 18(2) of the Act is made publicly available in the prescribed manner if an electronic version of it is published on a website maintained for that purpose by the competent court.

[Regulation 12 inserted: Gazette 30 Jun 2017 p. 3555-6.]

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: Gazette 3 May 2013 p. 1755-6.]

14. Matters prescribed for section 94 of 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.

Example for this definition:

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: 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)⁴ 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
 - (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 Fund⁵.
- (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: Gazette 25 Jun 1996 p. 2905;
31 Jul 2007 p. 3791.]*

[16. Deleted: 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: 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: Gazette 22 Sep 2006 p. 4127.]

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

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

[Schedule 2 deleted: 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..... | 20.50 |
| (ii) any other person | 71.50 |
| (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 | 19.10 |
| [3. <i>deleted</i>] | |
| 4. Search of an application — | |
| (a) by a reporting service approved by the Attorney General | 0.65 |
| (b) by any other person..... | 4.20 |
| 5. Photocopy of any document — | |
| (a) not exceeding 4 pages | 3.20 |
| (b) 5 pages or more..... | 0.75 |
| | per page |
| 6. Certification that document is a true copy, for each document | 3.20 |

[Schedule 3 amended: Gazette 29 Apr 2005 p. 1774-5; 29 Dec 2015 p. 5171; 3 Jun 2016 p. 1771; 23 Jun 2017 p. 3251; 8 Dec 2017 p. 5843; 25 Jun 2018 p. 2352; 18 Jun 2019 p. 2112.]

Schedule 4 — Forms

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

[Heading inserted: 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 [*insert name of lessor(s) and contact details*] and

Tenant [*insert name of tenant(s) and contact details*]

Lessor's property manager

[*insert name of lessor's property manager (if any) and contact details*]

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*.

Lessor

Email: Yes /No Facsimile: Yes /No

[*insert email address or facsimile number if different from contact details above*]

Tenant(s)

Email: Yes /No Facsimile: Yes /No

[*insert email address or facsimile number if different from contact details above*]

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Lessor's property manager

Email: Yes /No Facsimile: Yes /No

[insert email address or facsimile number if different from contact details above]

TERM OF AGREEMENT

- * This residential tenancy agreement is periodic starting on [insert date].
- * This residential tenancy agreement is fixed starting on [insert date] and ending on [insert date].

(* delete as appropriate)

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 [insert address] and include/exclude* (* delete as appropriate):

[include any additional matters, such as a parking space or furniture provided, or any exclusions, such as sheds]

MAXIMUM NUMBER OF OCCUPANTS

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

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)

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: 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.

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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 (*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 TITLES SCHEME BY-LAWS

Strata titles scheme 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.
- * 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.

Form 1AA

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 an owner 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.

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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.

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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

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;
 - 24.9 in accordance with the *Residential Tenancies Act 1987* section 46(6A) and (6B).
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

Form 1AA

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. If it would unduly inconvenience the tenant for the lessor or property manager to enter the premises as specified in a notice of an intention to enter premises on a particular day, 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
 - 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.
- 33A. For the purposes of the *Residential Tenancies Act 1987* section 47(4), the tenant may make the following prescribed alterations:
- 33A.1 the renovation, alteration or addition of any of the following —
 - security alarms and cameras;
 - locks, screens and shutters on windows;
 - security screens on doors;
 - exterior lights;
 - locks on gates;

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- 33A.2 the pruning of shrubs and trees to improve visibility around the residential premises.
- 33B. Under the *Residential Tenancies Act 1987* section 47(5):
- 33B.1 the cost of making the prescribed alterations must be borne by the tenant; and
- 33B.2 the tenant must give written notice to the lessor of the tenant's intention to make the prescribed alterations; and
- 33B.3 work on the prescribed alterations must be undertaken by a qualified tradesperson, a copy of whose invoice the tenant must provide to the lessor within 14 days of the alterations being completed; and
- 33B.4 the prescribed alterations must be effected having regard to the age and character of the property and any applicable strata titles scheme by-laws; and
- 33B.5 the tenant must restore the premises to their original condition at the end of the residential tenancy agreement if the lessor requires the tenant to do so and, where restoration work has been undertaken by a tradesperson, must provide to the lessor a copy of that tradesperson's invoice within 14 days of that work having been performed.

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 or except in accordance with clause 34.4; and
- 34.3 the lessor or the tenant must not unreasonably withhold the consent referred to in clause 34.2; and
- 34.4 a tenant may alter or add any lock or other means of securing the residential premises in accordance with the *Residential Tenancies Act 1987* section 45(2)(a), and the tenant and lessor must comply

with section 45(2)(b) and (c) in relation to copies of keys to altered or added locks or other means of securing the residential premises.

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

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- 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.

ENDING A TENANT'S INTEREST IN A RESIDENTIAL TENANCY AGREEMENT BECAUSE OF FAMILY VIOLENCE

- 41A. A tenant's interest in a residential tenancy agreement may be ended:
- 41A.1 by the tenant under the *Residential Tenancies Act 1987* section 60(1)(ba) if the tenant or a dependant of the tenant is, during the tenancy period, likely to be subjected or exposed to family violence; or
 - 41A.2 by the tenant under the *Residential Tenancies Act 1987* section 60(1)(bb) if the tenant receives a copy of a notice of a termination referred to in item 41A.1 from another tenant; or
 - 41A.3 by a court under the *Residential Tenancies Act 1987* section 60(1)(bc) if a family violence order is in force against a tenant to protect another tenant or if the court is satisfied that the tenant has committed family violence against another tenant or their dependant during the tenancy period.

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>.

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.

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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 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.

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.

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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:

SIGNED BY THE TENANT

.....
[Signature of tenant]

Date:

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>.

[Form 1AA inserted: Gazette 3 May 2013 p. 1757-76; amended: Gazette 21 Aug 2015 p. 3313-14; 30 Jun 2017 p. 3556-7; 9 Apr 2019 p. 1045-6; 31 Dec 2019 p. 4642.]

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RESIDENTIAL TENANCIES ACT 1987

Section 27A

SOCIAL HOUSING RESIDENTIAL TENANCY AGREEMENT

PART A

This agreement is made between:

Lessor [*insert name of lessor(s) and contact details*] and

Tenant [*insert name of tenant(s) and contact details*]

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*.

Lessor

Email: Yes /No Facsimile: Yes /No

[*insert email address or facsimile number if different from contact details above*]

Tenant(s)

Email: Yes /No Facsimile: Yes /No

[*insert email address or facsimile number if different from contact details above*]

TERM OF AGREEMENT

- * This residential tenancy agreement is periodic starting on [*insert date*].
- * This residential tenancy agreement is fixed starting on [*insert date*] and ending on [*insert date*].

(* *delete as appropriate*)

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.*

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RESIDENTIAL PREMISES

The residential premises are [*insert address*] and include/exclude* (** delete as appropriate*):

[*include any additional matters, such as a parking space or furniture provided, or any exclusions, such as sheds*]

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 weekly/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

* No security bond or pet bond is payable.

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

(** delete as appropriate*)

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

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

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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*]

STRATA TITLES SCHEME BY-LAWS

Strata titles scheme 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)

If the Housing Authority is the lessor, this agreement is to be taken as written permission that the tenant may make minor improvements to the premises so long as the tenant makes good to the absolute satisfaction of the lessor, any damage to the premises caused by the minor improvements or their removal.

Minor improvements includes temporary, non-structural works (such as the installation of curtains, blinds and picture hooks which are readily and easily removable) and do not affect the structure of the premises.

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 within:

- * 14 days of the tenant vacating the premises.

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- * 28 days (if the premises are 100 km or more from an office of the Housing Authority if the Housing Authority is the lessor).

(* delete as appropriate)

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* (other than a charge for water consumed). The lessor is responsible for

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any contribution levied under the *Strata Titles Act 1985* and any contribution levied on an owner 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.

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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;

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- 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;
 - 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;
 - 26.9 in accordance with the *Residential Tenancies Act 1987* section 46(6A) and (6B).
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. If it would unduly inconvenience the tenant for the lessor or property manager to enter the premises as specified in a notice of an intention to enter premises on a particular day, 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

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- 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.
- 35A. For the purposes of the *Residential Tenancies Act 1987* section 47(4), the tenant may make the following prescribed alterations:
- 35A.1 the renovation, alteration or addition of any of the following —
- security alarms and cameras;
 - locks, screens and shutters on windows;
 - security screens on doors;
 - exterior lights;
 - locks on gates;
- 35A.2 the pruning of shrubs and trees to improve visibility around the residential premises.
- 35B. Under the *Residential Tenancies Act 1987* section 47(5):
- 35B.1 the cost of making the prescribed alterations must be borne by the tenant; and
- 35B.2 the tenant must give written notice to the lessor of the tenant's intention to make the prescribed alterations; and
- 35B.3 work on the prescribed alterations must be undertaken by a qualified tradesperson, a copy of whose invoice the tenant must provide to the lessor within 14 days of the alterations being completed; and

- 35B.4 the prescribed alterations must be effected having regard to the age and character of the property and any applicable strata titles scheme by-laws; and
- 35B.5 the tenant must restore the premises to their original condition at the end of the residential tenancy agreement if the lessor requires the tenant to do so and, where restoration work has been undertaken by a tradesperson, must provide to the lessor a copy of that tradesperson's invoice within 14 days of that work having been performed.

LOCKS AND SECURITY DEVICES

- 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 or except in accordance with clause 36.4; and
 - 36.3 the lessor or the tenant must not unreasonably withhold the consent referred to in clause 36.2; and
 - 36.4 a tenant may alter or add any lock or other means of securing the residential premises in accordance with the *Residential Tenancies Act 1987* section 45(2)(a).

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*.

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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.

ENDING A TENANT'S INTEREST IN A RESIDENTIAL TENANCY AGREEMENT BECAUSE OF FAMILY VIOLENCE

43A. A tenant's interest in a residential tenancy agreement may be ended:

- 43A.1 by the tenant under the *Residential Tenancies Act 1987* section 60(1)(ba) if the tenant or a dependant of the tenant is, during the tenancy period, likely to be subjected or exposed to family violence; or
- 43A.2 by the tenant under the *Residential Tenancies Act 1987* section 60(1)(bb) if the tenant receives a copy of a notice of a termination referred to in item 43A.1 from another tenant; or
- 43A.3 by a court under the *Residential Tenancies Act 1987* section 60(1)(bc) if a family violence order is in force against a tenant to protect another tenant or if the court is satisfied that the tenant has committed family violence against another tenant or their dependant during the tenancy period.

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

- 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.

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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>.
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 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.

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, 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.

NOTICES

- 55A. A notice under this agreement must be given:
- 55A.1 in the prescribed form; or
 - 55A.2 if there is no prescribed form but there is an approved form — in the approved form; or
 - 55A.3 if there is no prescribed form or approved form — in writing.
- 55B. A notice under this agreement may be given to a person:
- 55B.1 by giving it to the person directly; or
 - 55B.2 if an address for service for the person is given in the agreement — by posting it to the address for service; or
 - 55B.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.

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- 55C. 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

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 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:

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:

SIGNED BY THE TENANT

.....
 [Signature of tenant]

Date:

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>.

[Form 1AB inserted: Gazette 3 May 2013 p. 1776-96; amended: Gazette 21 Aug 2015 p. 3314-15; 30 Jun 2017 p. 3557-8; 9 Apr 2019 p. 1046-8; 31 Dec 2019 p. 4642-3.]

Form 1AC

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 receipt for any bond that you have paid
- 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 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.
- Under the *Building Regulations 2012*, owners and occupiers are responsible for ensuring that a suitable enclosure is provided around a swimming pool or spa-pool on the property. If a fence, wall, gate, window, door or other barrier around a swimming pool or spa-pool is not in working order or does not comply with the *Building Regulations 2012*, contact your lessor or property manager immediately to arrange urgent repairs. If delays occur, or you need more information, contact your local council.

Form 1AC

- Loose cords or chains, on blinds or curtains, which are not fixed out of reach pose a strangulation risk for children. Contact your lessor or property manager to discuss arrangements about making window coverings safe. Product safety laws apply.
- 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> or go to the Department of Commerce website at <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.)

General Advice Line: 1300 30 40 54

Email: consumer@commerce.wa.gov.au

Internet: 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: Gazette 3 May 2013 p. 1797-800; amended:
Gazette 20 Jan 2015 p. 371; 30 Jun 2017 p. 3558.]*

Form 1AD

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 receipt for any bond that you have paid
- 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 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.
- Under the *Building Regulations 2012*, owners and occupiers are responsible for ensuring that a suitable enclosure is provided around a swimming pool or spa-pool on the property. If a fence, wall, gate, window, door or other barrier around a swimming pool or spa-pool is not in working order or does not comply with the *Building Regulations 2012*, contact your lessor or property manager immediately to arrange urgent repairs. If delays occur, or you need more information, contact your local council.

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- Loose cords or chains, on blinds or curtains, which are not fixed out of reach pose a strangulation risk for children. Contact your lessor or property manager to discuss arrangements about making window coverings safe. Product safety laws apply.
- 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> or go to the Department of Commerce website at <www.commerce.wa.gov.au/ConsumerProtection> to view general information publications about disputes and about the Magistrates Court process.

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|-----------------------|----------------|
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| North-West: | (08) 9185 0900 |
| Mid-West: | (08) 9920 9800 |

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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.

Form 1AD

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 an owner 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.
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.

Form 1AD

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.
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.

Form 1AD

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;
 - 23.9 in accordance with the *Residential Tenancies Act 1987* section 46(6A) and (6B).
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.

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. If it would unduly inconvenience the tenant for the lessor or property manager to enter the premises as specified in a notice of an intention to enter premises on a particular day, the lessor or property manager must make a reasonable attempt to negotiate a day and time that does not unduly inconvenience the tenant.

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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.
- 32A. For the purposes of the *Residential Tenancies Act 1987* section 47(4), the tenant may make the following prescribed alterations:
- 32A.1 the renovation, alteration or addition of any of the following —
- security alarms and cameras;
 - locks, screens and shutters on windows;
 - security screens on doors;
 - exterior lights;
 - locks on gates;
- 32A.2 the pruning of shrubs and trees to improve visibility around the residential premises.
- 32B. Under the *Residential Tenancies Act 1987* section 47(5):
- 32B.1 the cost of making the prescribed alterations must be borne by the tenant; and
- 32B.2 the tenant must give written notice to the lessor of the tenant's intention to make the prescribed alterations; and
- 32B.3 work on the prescribed alterations must be undertaken by a qualified tradesperson, a copy of whose invoice the tenant must provide to the lessor within 14 days of the alterations being completed; and

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- 32B.4 the prescribed alterations must be effected having regard to the age and character of the property and any applicable strata titles scheme by-laws; and
- 32B.5 the tenant must restore the premises to their original condition at the end of the residential tenancy agreement if the lessor requires the tenant to do so and, where restoration work has been undertaken by a tradesperson, must provide to the lessor a copy of that tradesperson's invoice within 14 days of that work having been performed.

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 or except in accordance with clause 33.4; and
 - 33.3 the lessor or the tenant must not unreasonably withhold the consent referred to in clause 33.2; and
 - 33.4 a tenant may alter or add any lock or other means of securing the residential premises in accordance with the *Residential Tenancies Act 1987* section 45(2)(a), and the tenant and lessor must comply with section 45(2)(b) and (c) in relation to copies of keys to altered or added locks or other means of securing the residential premises.

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

Form 1AD

time. The lessor must give at least 60 days notice and the tenant must give at least 21 days notice.

ENDING A TENANT'S INTEREST IN A RESIDENTIAL TENANCY AGREEMENT BECAUSE OF FAMILY VIOLENCE

40A. A tenant's interest in a residential tenancy agreement may be ended:

- 40A.1 by the tenant under the *Residential Tenancies Act 1987* section 60(1)(ba) if the tenant or a dependant of the tenant is, during the tenancy period, likely to be subjected or exposed to family violence; or
- 40A.2 by the tenant under the *Residential Tenancies Act 1987* section 60(1)(bb) if the tenant receives a copy of a notice of a termination referred to in item 40A.1 from another tenant; or
- 40A.3 by a court under the *Residential Tenancies Act 1987* section 60(1)(bc) if a family violence order is in force against a tenant to protect another tenant or if the court is satisfied that the tenant has committed family violence against another tenant or their dependant during the tenancy period.

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>.
- 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.
45. 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.
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, 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

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

Form 1AD

- 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.

NOTICES

50A. A notice under this agreement must be given:

- 50A.1 in the prescribed form; or
- 50A.2 if there is no prescribed form but there is an approved form — in the approved form; or
- 50A.3 if there is no prescribed form or approved form — in writing.

50B. A notice from the tenant to the lessor may be given to the property manager or the lessor's agent.

50C. A notice under this agreement may be given to a person:

- 50C.1 by giving it to the person directly; or
- 50C.2 if an address for service for the person is provided by the person — by posting it to the address for service; or
- 50C.3 if the person has agreed in writing to the service of notices by email or facsimile — by sending the notice to the email address or facsimile number provided by the person.

50D. 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

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: Gazette 3 May 2013 p. 1801-17; amended: Gazette 20 Jan 2015 p. 371; 21 Aug 2015 p. 3315-16; 30 Jun 2017 p. 3558-9; 9 Apr 2019 p. 1048-50; 31 Dec 2019 p. 4643.]

Form 1

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.

Form 1

ADDRESS OF RESIDENTIAL PREMISES: _____

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

| | Clean | Undamaged | Working | Tenant agrees | Comments |
|----------------------------|-------|-----------|---------|---------------|----------|
| ceiling | | | | | |
| light fittings | | | | | |
| blinds/curtains | | | | | |
| power points | | | | | |
| floorcoverings | | | | | |
| KITCHEN | | | | | |
| 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 | | | | | |
| EACH BEDROOM | | | | | |
| doors/doorway frames | | | | | |
| walls/picture hooks | | | | | |

Residential Tenancies Regulations 1989

Schedule 4 Forms

Form 1

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

Form 1

| | Clean | Undamaged | Working | Tenant agrees | Comments |
|------------------------------|--------------|------------------|----------------|----------------------|-----------------|
| 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: 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

- 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: Gazette 25 Jun 1996 p. 2412-13; amended:
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

- 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: Gazette 25 Jun 1996 p. 2913-14; amended:
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

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 60 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: Gazette 3 May 2013 p. 1826-9; amended: Gazette 30 Jun 2017 p. 3559.]

Form 2

FORM 2

| | | |
|--|--|---------------|
| Notice of termination of tenant's interest in residential tenancy agreement on grounds of family violence <i>Residential Tenancies Act 1987 s. 67(2), 71AB(1)</i> <i>Residential Tenancies Regulations 1989 r. 18</i> | | Part A |
| Lessor | Family name: Other names: | |
| Tenant | Family name: Other names: | |
| Residential premises | Address: Postcode: | |
| Notice | I, the tenant, give notice of the termination of my interest in the residential tenancy agreement on the grounds that I am, or my dependant is, likely to be subjected or exposed to family violence. The last day of my tenancy will be _____ (a day that is not less than 7 days after the giving of this notice). I will move out of the residential premises on or before this day. | |
| Accompanying document(s) | I attach 1 or more of the following: <input type="checkbox"/> a DVO; <input type="checkbox"/> a Family Court injunction or an application for a Family Court injunction; <input type="checkbox"/> a copy of a prosecution notice or indictment containing a charge relating to violence against the tenant or a court record of a conviction of the charge; <input type="checkbox"/> a report of family violence under the <i>Residential Tenancies Act 1987</i> s. 71AB(2)(d). | |
| Signature | Tenant: | Date: |
| Further information | See Part B of this form and also refer to the <i>Residential Tenancies Act 1987</i> or contact the Department of Mines, Industry Regulation and Safety — Consumer Protection Division on 1300 304 054 or at www.commerce.wa.gov.au/consumer-protection . For Translating and Interpreting Services please telephone TIS on 131 450 and ask to speak to the Department of Mines, Industry Regulation and Safety (1300 304 054) for assistance. | |

| | |
|---|---------------|
| Important information about this notice | Part B |
| The types of tenancy agreements to which this notice applies | |
| This notice applies to all tenancy agreements under the <i>Residential Tenancies Act 1987</i> . | |

Period of notice by tenant

A tenant can give the lessor this notice if the tenant, or a dependant of the tenant, is likely to be exposed or subjected to family violence during the term of the residential tenancy agreement. The period of the notice must not be less than 7 days before the termination day.

Co-tenants

A lessor must give a copy of this notice (but **not** an accompanying document) to any co-tenants named on the residential tenancy agreement within 7 days after receiving this notice.

A co-tenant may, within 7 days after receiving a copy of this notice, give the lessor notice of termination of the co-tenant's interest in the residential tenancy agreement. This period of notice must not be less than 21 days before the termination day.

Notice by co-tenant to terminate their interest in the residential tenancy agreement

A co-tenant does not need to use a specific form to notify the lessor that they wish to terminate their interest in the residential tenancy agreement. They simply need to notify the lessor in writing.

Co-tenant remaining in residential premises

Any co-tenants who wish to remain in the residential premises are entitled to do so and the existing tenancy agreement will continue to apply to them.

Documents must be kept confidential

A lessor must not disclose information contained in this notice or an accompanying document to another person except as allowed by the *Residential Tenancies Act 1987* or another written law. A penalty of a fine of up to \$5 000 applies for failure to comply with this requirement.

A lessor must ensure that information given to them in this notice and an accompanying document is kept in a secure manner so far as it is reasonably practicable to do so. A penalty of a fine of up to \$5 000 applies for failure to comply with this requirement.

[Form 2 inserted: Gazette 9 Apr 2019 p. 1050-1.]

[Form 3 deleted: Gazette 30 Jun 2017 p. 3559.]

[Form 4 deleted: Gazette 3 May 2013 p. 1830.]

[Form 5 deleted: Gazette 30 Jun 2017 p. 3559.]

Form 6

FORM 6

| | | |
|--|--|-------------------------|
| <i>Residential Tenancies Act 1987</i> section 88A(3) | | Infringement notice no. |
| Infringement notice | | |
| Alleged offender | Name: Family name _____ | |
| | Given names _____ | |
| | or Company name _____ | |
| | ACN _____ | |
| Address _____ | | Postcode _____ |
| Alleged offence | 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 \$ _____ | | |
| Authorised person issuing notice | Name _____ | |
| | Signature _____ | |
| | Office _____ | |
| Date | Date of notice _____ / _____ /20 | |
| Notice to alleged offender | <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>How to pay</p> <p>By post: 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>In person: Pay the cashier at: Department of Commerce 219 St George’s Terrace, Perth WA</p> | |

If you do not pay the modified penalty within 28 days, you may be prosecuted or enforcement action may be taken under the *Fines, Penalties and Infringement Notices Enforcement Act 1994*. Under that Act, some or all of the following action may be taken — your driver's licence may be suspended, your vehicle licence may be suspended or cancelled, you may be disqualified from holding or obtaining a driver's licence or vehicle licence, your vehicle may be immobilised or have its number plates removed, your details may be published on a website, your earnings or bank accounts may be garnished, and your property may be seized and sold.

If you need more time to pay the modified penalty, you can apply for an extension of time by writing to the Authorised Person at the above postal address.

If you want this matter to be dealt with by prosecution in court, sign here

_____ and post this notice to the Authorised Person at the above postal address within 28 days after the date of this notice.

[Form 6 inserted: Gazette 22 Sep 2006 p. 4128; amended: Gazette 24 May 2011 p. 1895; 3 May 2013 p. 1830-1; 20 Aug 2013 p. 3840; SL 2020/163 r. 48.]

Form 7

FORM 7

| | | |
|--|---|----------------|
| <i>Residential Tenancies Act 1987 section 88A(7)</i> | | Withdrawal no. |
| Withdrawal of infringement notice | | |
| Alleged offender | Name: Family name _____ | |
| | Given names _____ | |
| | or Company name _____ | |
| | ACN _____ | |
| Address _____ | | Postcode _____ |
| Infringement notice | Infringement notice no. _____ | |
| | Date of issue / /20 | |
| Alleged offence | Description of offence _____ | |
| | <i>Residential Tenancies Act 1987 s.</i> | |
| | <i>Residential Tenancies Regulations 1989 r.</i> | |
| Date / /20 | | Time a.m./p.m. |
| Authorised person withdrawing notice | Name _____ | |
| | Signature _____ | |
| | Office _____ | |
| Date | Date of withdrawal / /20 | |
| Withdrawal of infringement notice | 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. | |
| <i>[*delete whichever is not applicable]</i> | * Your refund is enclosed. | |
| | <i>or</i> | |
| | * 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: Gazette 22 Sep 2006 p. 4128-9; amended: Gazette 24 May 2011 p. 1895; 3 May 2013 p. 1831.]

Schedule 5 — Prescribed offences and modified penalties

[r. 13]

[Heading inserted: Gazette 3 May 2013 p. 1832.]

| Offences under <i>Residential Tenancies Act 1987</i> | Modified penalty |
|--|-------------------------|
| 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 |

Residential Tenancies Regulations 1989**Schedule 5** Prescribed offences and modified penalties

| Offences under <i>Residential Tenancies Act 1987</i> | | Modified penalty |
|---|--|-------------------------|
| 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. 45(3) | Failing to give lessor copy of key within 7 days | \$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. 59F(2A) | Lessor breaching term referred to in s. 45(2)(c) | \$2 000 |

| Offences under <i>Residential Tenancies Act 1987</i> | | Modified penalty |
|---|--|-------------------------|
| s. 63(3) | Giving false or misleading notice of termination | \$1 000 |
| s. 71AB(3) | Lessor disclosing information referred to in s. 71AB(2) | \$1 000 |
| s. 71AB(4) | Lessor failing to ensure information referred to in s. 71AB(2) is kept in secure manner | \$1 000 |
| s. 79(3) | Failing to give notice that abandoned goods have been stored | \$1 000 |
| 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 |

Residential Tenancies Regulations 1989

Schedule 5 Prescribed offences and modified penalties

| Offences under <i>Residential Tenancies Act 1987</i> | | Modified penalty |
|---|---|-------------------------|
| 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: Gazette 3 May 2013 p. 1832-5; amended: Gazette 9 Apr 2019 p. 1052.]

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Notes

This is a compilation of the *Residential Tenancies Regulations 1989* and includes amendments made by other written laws. For provisions that have come into operation, and for information about any reprints, see the compilation table.

Compilation table

| Citation | Published | Commencement |
|---|---|---|
| <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 |

Residential Tenancies Regulations 1989**Notes** Compilation table

| Citation | Published | Commencement |
|---|----------------------------|--|
| <i>Residential Tenancies Amendment Regulations 1995</i> | 16 Jun 1995 p. 2318 | 16 Jun 1995 |
| Reprint of the Residential Tenancies Regulations 1989 as at 9 Apr 1996 (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 |
| Reprint 2: The Residential Tenancies Regulations 1989 as at 19 Sep 2003 (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)) |
| Reprint 3: The Residential Tenancies Regulations 1989 as at 26 Jan 2007 (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) |

| Citation | Published | Commencement |
|--|---------------------------|---|
| Reprint 4: The Residential Tenancies Regulations 1989 as at 19 Jul 2013 (includes amendments listed above) | | |
| <i>Residential Tenancies Amendment Regulations (No. 2) 2013</i> | 20 Aug 2013 p. 3840 | r. 1 and 2: 20 Aug 2013 (see r. 2(a)); Regulations other than r. 1 and 2: 21 Aug 2013 (see r. 2(b) and <i>Gazette</i> 20 Aug 2013 p. 3815) |
| <i>Electricity Corporations (Consequential Amendments) Regulations 2013</i> r. 14 | 27 Dec 2013 p. 6469-79 | 1 Jan 2014 (see r. 2(c) and <i>Gazette</i> 27 Dec 2013 p. 6465) |
| <i>Residential Tenancies Amendment Regulations 2014</i> | 21 Mar 2014 p. 730-1 | r. 1 and 2: 21 Mar 2014 (see r. 2(a)); Regulations other than r. 1 and 2: 1 Feb 2016 (see r. 2(b)) |
| <i>Residential Tenancies Amendment Regulations (No. 2) 2014</i> | 20 Jan 2015 p. 371 | r. 1 and 2: 20 Jan 2015 (see r. 2(a)); Regulations other than r. 1 and 2: 21 Mar 2015 (see r. 2(b)) |
| <i>Residential Tenancies Amendment Regulations 2015</i> | 21 Aug 2015 p. 3311-16 | r. 1 and 2: 21 Aug 2015 (see r. 2(a)); r. 3-5: 22 Aug 2015 (see r. 2(b)); r. 6: 28 Aug 2015 (see r. 2(c)); r. 7 and 9: 20 Sep 2015 (see r. 2(d)); r. 8: 20 Oct 2015 (see r. 2(e)) |
| <i>Residential Tenancies Amendment Regulations (No. 2) 2015</i> | 29 Dec 2015 p. 5171 | r. 1 and 2: 29 Dec 2015 (see r. 2(a)); Regulations other than r. 1 and 2: 1 Jan 2016 (see r. 2(b)) |
| <i>Residential Tenancies Amendment Regulations 2016</i> | 3 Jun 2016 p. 1714-16 | r. 1 and 2: 3 Jun 2016 (see r. 2(a)); Regulations other than r. 1 and 2: 1 Sep 2016 (see r. 2(b)) |
| <i>Commerce Regulations Amendment (Fees and Charges) Regulations 2016</i> Pt. 17 | 3 Jun 2016 p. 1745-73 | 1 Jul 2016 (see r. 2(b)) |
| Reprint 5: The Residential Tenancies Regulations 1989 as at 16 Dec 2016 (includes amendments listed above) | | |
| <i>Commerce Regulations Amendment (Fees and Charges) Regulations 2017</i> Pt. 19 | 23 Jun 2017 p. 3213-52 | 1 Jul 2017 (see r. 2(b)) |

Residential Tenancies Regulations 1989

Notes Other notes

| Citation | Published | Commencement |
|---|----------------------------|---|
| <i>Residential Tenancies Amendment Regulations 2017</i> | 30 Jun 2017 p. 3554-9 | r. 1 and 2: 30 Jun 2017 (see r. 2(a)); Regulations other than r. 1 and 2: 3 Jul 2017 (see r. 2(b) and <i>Gazette</i> 30 Jun 2017 p. 3551-2) |
| <i>Residential Tenancies Amendment Regulations (No. 2) 2017</i> | 8 Dec 2017 p. 5843 | r. 1 and 2: 8 Dec 2017 (see r. 2(a)); Regulations other than r. 1 and 2: 1 Jan 2018 (see r. 2(b)) |
| <i>Commerce and Industrial Relations Regulations Amendment (Fees and Charges) Regulations 2018 Pt. 19</i> | 25 Jun 2018 p. 2325-53 | 1 Jul 2018 (see r. 2(b)) |
| <i>Commerce Regulations Amendment (Family Violence) Regulations 2019 Pt. 2</i> | 9 Apr 2019 p. 1042-55 | 15 Apr 2019 (see r. 2(b) and <i>Gazette</i> 9 Apr 2019 p. 1041-2) |
| <i>Commerce Regulations Amendment (Fees and Charges) Regulations 2019 Pt. 17</i> | 18 Jun 2019 p. 2077-115 | 1 Jul 2019 (see r. 2(b)) |
| <i>Consumer Protection Regulations Amendment Regulations 2019 Pt. 5</i> | 24 Dec 2019 p. 4416-20 | 1 Jan 2020 (see r. 2(b) and <i>Gazette</i> 24 Dec 2019 p. 4415) |
| <i>Commerce Regulations Amendment (Strata Titles) Regulations 2019 Pt. 4</i> | 31 Dec 2019 p. 4637-46 | 1 May 2020 (see r. 2(b) and SL 2020/39 cl. 2) |
| <i>Commerce Regulations Amendment (Infringement Notices) Regulations 2020 Pt. 24</i> | SL 2020/163 25 Sep 2020 | 29 Sep 2020 (see r. 2(b) and SL 2020/159 cl. 2(a)) |

Other notes

- ¹ 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*.
- ² Repealed by the *Biosecurity and Agriculture Management (Repeal and Consequential Provisions) Act 2007*.
- ³ Repealed by the *Legal Profession Act 2008*.
- ⁴ The *Residential Tenancies Act 1987* Sch. 1 cl. 7 was deleted by the *Residential Tenancies Amendment Act 2011* s. 87(16).
- ⁵ 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.]

| Defined term | Provision(s) |
|---|---------------------|
| AS 5039-2008 | 12B(1) |
| bond holder | 15(7) |
| commencement day | 5A(1A) |
| deadlock | 12B(1) |
| financially disadvantaged person | Sch. 3 |
| Foyer Oxford..... | 7D(1) |
| 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) |
| St Thomas More College | 5AAA(1) |
| Unclaimed Security Bond Account..... | 15(7) |