



Western Australia

Residential Tenancies Act 1987

Residential Tenancies Regulations 1989

Residential Tenancies Regulations 1989

Contents

Part 1 — Preliminary

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

Part 2 — Application of Act, modification of application

3.	Exemption for retirement villages	2
4.	Exemption for certain agreements with squatters	2
5.	Exemption for certain agreements under <i>Land Act 1933</i>	3
5AAA.	Application of Act to certain accommodation at St Thomas More College	3
5AB.	Exemptions from section 27A of Act — residential agreements not required to be in approved form	4
5ABA.	Modified application of Act s. 27A — lessor may enter into agreement amended to reflect lawful terms	5
5AC.	Exemption from section 27B of Act if residential tenancy agreement extended or renewed	5
5AD.	Modified application of section 27C(4) of Act for Housing Authority	6
5A.	Exemption of Housing Authority from sections 29(4)(b) and 33 of Act	7
5BA.	Exemptions from section 29(8) of Act	7
5B.	Exemptions from section 30(1) of Act	8
5CA.	Modified application of section 30(2)(a) of Act	10

5C.	Exemption from section 33 of Act for employment-linked residential tenancy agreements	11
5D.	Exemption for certain agreements under <i>Land Administration Act 1997</i>	11
6.	Modified application of section 43(3) of Act when Housing Authority is lessor of premises outside metropolitan region	12
6A.	Modified application of s. 71AD(2) of Act when Housing Authority is lessor of premises	12
6B.	Exemption from Act s. 45(2)(b) if Housing Authority is lessor	13
7A.	Modified application of s. 45(1) of Act	13
7BA.	Modified application of section 50W of Act	14
7C.	Modified application of s. 60(1) of Act	16
7D.	Modified application of section 70A of Act for Foyer Oxford	17
7E.	Modified application of section 72 of Act	17
7F.	Exemption from section 82 of Act	18
7FA.	Modified application of Act s. 85 for Housing Authority	18
7G.	Modified application of section 93 of Act for Housing Authority	19
7H.	Modified application of Schedule 1 clauses 5A and 5 of Act	19
Part 3 — Other matters		
7I.	Minor modification (s. 3 of Act)	22
7.	Applications prescribed for the purposes of section 13A(2)(a) of Act	23
9.	Determination of nearest Magistrates Court	24
10.	Scale of costs for section 24 of Act	24
10AB.	Information to be given to tenant for section 27B of Act	25
10ABA.	Information prescribed by regulation 10AB must be given to tenant in approved form	26
10AC.	Information to be included in property condition report for section 27C(6) of Act	27
10AD.	Amount prescribed for section 27(2)(a) of Act	27
10A.	Amount prescribed for section 29(1)(b)(ii) of Act	27
11.	Amount prescribed for section 29(2) of Act	28

12A.	Essential services prescribed for section 43(1) of Act	28
12B.	Means to secure residential premises prescribed for s. 45(1)(a) of Act	28
12BB.	Ground for approval to refuse consent for pet prescribed for section 50E(3)(f) of Act	30
12BC.	Prescribed modifications to prevent entry in circumstances of family violence for section 50M(2) of Act	30
12BD.	Types of modifications which may be subject to condition prescribed for section 50P(a) of Act	31
12BE.	Matters prescribed for section 50P(b) of Act	31
12BF.	Grounds for approval to refuse consent prescribed for section 50S(3)(g) of Act	32
12C.	Social housing tenancy agreement for the purposes of section 71A of Act	32
12CA.	Prescribed person for s. 71AB(2)(d)(vi) of Act	33
12D.	Manner prescribed for purposes of section 79(3)(b) of Act	33
12E.	Information prescribed for section 79(10) of Act	33
12.	Manner prescribed for purposes of section 85(3)(c) of Act	34
13.	Infringement notices	34
14.	Matters prescribed for section 94 of Act	34
15.	Disposal of unclaimed security bonds	35
17.	Fees prescribed	37
18.	Forms	37
Part 4 — Transitional provisions		
19.	Transitional provision — <i>Residential Tenancies Amendment Regulations (No. 2) 2024</i>	38

Schedule 3

Schedule 4 — Forms

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

Notes

Compilation table	64
Other notes	68

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);

installing includes replacing but does not include altering.

[Regulation 3A inserted: Gazette 3 May 2013 p. 1738;
amended: SL 2024/149 r. 4.]

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

r. 5AB

- (b) the student accommodation provided in the southern-most building of the College.

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

[5AA. Deleted: SL 2024/149 r. 5.]

5AB. Exemptions from section 27A of Act — residential agreements not required to be in approved 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.]

5ABA. Modified application of Act s. 27A — lessor may enter into agreement amended to reflect lawful terms

Under section 6(a) of the Act it is provided that section 27A of the Act applies to any written residential tenancy agreement as if it were modified by:

- (a) deleting “A lessor” and inserting:
 - (1) A lessor
- (b) inserting at the end of section 27A:
 - (2) However, the lessor, and property manager, if any, do not commit an offence against subsection (1) if the written residential tenancy agreement has been amended only to the extent necessary to —
 - (a) reflect the terms that lawfully apply to the agreement; or
 - (b) make incidental changes because the agreement has been amended under paragraph (a).

[Regulation 5ABA inserted: SL 2023/206 r. 4; amended: SL 2024/149 r. 6.]

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.]

r. 5AD

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*

r. 5CA

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.

- (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, 83 or 85, or under Part 6A or 7, of the *Land Administration Act 1997*.

[Regulation 5D inserted: Gazette 19 Feb 1999 p. 554;
amended: SL 2023/126 r. 4.]

[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.]

6B. Exemption from Act s. 45(2)(b) if Housing Authority is lessor

Under section 6(a) of the Act it is provided that section 45(2)(b) of the Act does not apply to a residential tenancy agreement if the Housing Authority is the lessor.

[Regulation 6B inserted: SL 2023/206 r. 5.]

7A. Modified application of s. 45(1) of Act

(1) In this regulation —

rural land means land zoned for agricultural or rural use under —

- (a) a local planning scheme made under the *Planning and Development Act 2005*; or
- (b) the Swan Valley Planning Scheme in force under the *Swan Valley Planning Act 2020*.

(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”.

r. 7BA

- (3) Subregulation (4) applies if a residential tenancy agreement is for residential premises that —
- (a) are the subject of an entry in the State Register of Heritage Places maintained under the *Heritage Act 2018* section 35(1); 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; and” and inserting:

secure; and

[Regulation 7A inserted: Gazette 3 May 2013 p. 1746-7; amended: Gazette 9 Apr 2019 p. 1043; SL 2021/130 r. 7; SL 2023/206 r. 6.]

[7B. Deleted: SL 2024/149 r. 7.]

7BA. Modified application of section 50W of Act

Under section 6(a) of the Act it is provided that section 50W of the Act applies to a residential tenancy agreement of the following classes as if it were modified by inserting the following after section 50W(2):

- (a) in relation to a residential tenancy agreement that includes a provision under section 50W(2)(a):

(2A) If a residential tenancy agreement includes a provision referred to in subsection (2)(a), it is also a term of the agreement that —

- (a) the tenant may make a major modification not stated in the agreement that is

reasonably required to enable a person with disability to access and use the premises with the lessor's consent (which must not be refused in the circumstances described in section 50Z); and

- (b) the making of a major modification of the kind referred to in paragraph (a) is subject to any reasonable conditions of the lessor's approval for the tenant to make the major modification.
- (b) in relation to a residential tenancy agreement that includes a provision under section 50W(2)(c):

(2B) If a residential tenancy agreement includes a provision referred to in subsection (2)(c) —

- (a) the provision does not apply to a major modification that is reasonably required to enable a person with disability to access and use the premises; and
- (b) it is also a term of the agreement that —
 - (i) the tenant may make a major modification of the kind referred to in paragraph (a) with the lessor's consent (which must not be refused in the circumstances described in section 50Z); and
 - (ii) the making of a major modification of the kind referred to in paragraph (a) is subject to any reasonable conditions of the

r. 7C

lessor's approval for the tenant to make the major modification.

- (c) in relation to any residential tenancy agreement to which section 50W(2) may apply:

- (2C) If a residential tenancy agreement does not include a term referred to in subsection (2)(a), (b) or (c) agreed by the tenant and lessor, it is taken to include a term referred to in subsection (2)(b).

[Regulation 7BA inserted: SL 2024/149 r. 8.]

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 —
- (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.]

7FA. Modified application of Act s. 85 for Housing Authority

- (1) This regulation applies if the Housing Authority is the lessor of residential premises.
- (2) Under section 6(b) of the Act it is provided that section 85(1) of the Act applies to the premises as if it were modified by inserting after paragraph (b):
 - (ba) if the Housing Authority gives the notice or document in relation to premises of which the Authority is the lessor — be given by leaving it at that premises; or

[Regulation 7FA inserted: SL 2023/206 r. 7.]

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;

r. 7H

- (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;
 - (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.]

71. Minor modification (s. 3 of Act)

- (1) In this regulation —
draughtproofing includes installing weather seals, caulking or gap filling around windows, doors, skirting and floorboards;
water-efficient shower head means a shower head with a water-efficiency rating of 3 stars or greater as determined in accordance with AS/NZS 6400:2016 (Water efficient products — Rating and labelling) published by Standards Australia and Standards New Zealand.
- (2) For the purposes of the definition of ***minor modification*** in section 3 of the Act, a minor modification is 1 or more of the following —
 - (a) installing any of the following —
 - (i) a picture hook;
 - (ii) a screw for a wall mount, shelf or bracket;
 - (iii) a wall-anchoring device;
 - (iv) a water-efficient shower head;
 - (v) a hand-held shower head;
 - (vi) a lever-style tap;
 - (vii) a security light, alarm system or security camera;
 - (viii) a wireless doorbell;
 - (ix) a window covering;
 - (x) an adhesive child-safety lock on a drawer or door;
 - (xi) a pressure-mounted safety gate;
 - (xii) a lock on a gate;
 - (xiii) a child-safety device on a window;

- (xiv) a lock on a letterbox;
 - (xv) draughtproofing;
 - (xvi) a telephone or internet connection;
 - (xvii) an LED light bulb which does not require a new light fitting;
 - (xviii) an anchor for a blind or cord;
 - (xix) non-permanent window film;
 - (xx) a flyscreen on a door or window;
 - (xxi) a vegetable garden or herb garden;
- (b) painting a room.

Example for this subsection:

For the purposes of paragraph (a)(ix) — a curtain or blind.

[Regulation 7I inserted: SL 2024/149 r. 9.]

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 made under the *Legal Profession Uniform Law Application Act 2022* section 133.

[Regulation 10 amended: Gazette 19 Apr 2005 p. 1298; 29 Apr 2005 p. 1773; SL 2022/115 r. 12.]

[10AA. Deleted: SL 2024/149 r. 10.]

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

- (1) For the purposes of section 27B of the Act, the following information is prescribed in the case of a written residential tenancy agreement —
 - (a) information about processes or requirements under the Act in relation to the following —
 - (i) documents or other items that the lessor must give to the tenant at the start of the tenancy;
 - (ii) restrictions on amounts that the lessor may require the tenant to pay in relation to the tenancy;
 - (iii) the lessor's obligations in relation to amounts that the lessor may require the tenant to pay in relation to the tenancy;
 - (iv) the property condition report;
 - (v) the obligation to pay rent;
 - (vi) the end of the tenancy;
 - (vii) how to give notice;
 - (b) information relating to safety on the premises, including matters arising under a written law or a law of the Commonwealth;
 - (c) information about clarifying the tenant's and the lessor's respective obligations in relation to maintaining the premises;
 - (d) information about the execution of documents in relation to the tenancy;
 - (e) information about the importance of the tenant keeping copies of documents in relation to the tenancy;

r. 10ABA

- (f) information about complaint or dispute resolution procedures under the Act;
 - (g) information about how to seek advice or assistance in relation to the tenancy.
- (2) For the purposes of section 27B of the Act, the following information is prescribed in the case of a residential tenancy agreement (other than a written residential tenancy agreement) —
- (a) information listed in subregulation (1);
 - (b) a summary of the terms under the Act applicable to every residential tenancy agreement.

[Regulation 10AB inserted: SL 2024/149 r. 10.]

10ABA. Information prescribed by regulation 10AB must be given to tenant in approved form

- (1) A lessor or property manager must give the information prescribed by regulation 10AB to the tenant in the approved form —
- (a) in the case of a written residential tenancy agreement, at the time of entering into the agreement; or
 - (b) in any other case, within 14 days after the tenant has taken possession of the residential premises.

Penalty for this subregulation: a fine of \$5 000.

- (2) Subregulation (1) does not apply in relation 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 10ABA inserted: SL 2024/149 r. 10.]

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.]

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.
- (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.

r. 12BB

- (7) Subregulation (6) does not apply to the following residential premises —
- (a) if the strata company relating to the premises provides and maintains adequate lighting, outside of daylight hours, to the main entry to the premises — residential premises to which the provisions of the *Strata Titles Act 1985* apply;
 - (b) if the community corporation for the community titles scheme relevant to the premises provides and maintains adequate lighting, outside of daylight hours, to the main entry to the premises — residential premises to which the provisions of the *Community Titles Act 2018* apply.

[Regulation 12B inserted: Gazette 3 May 2013 p. 1752-4; amended: Gazette 9 Apr 2019 p. 1044; SL 2021/71 r. 14.]

[12BA. Deleted: SL 2024/149 r. 11.]

12BB. Ground for approval to refuse consent for pet prescribed for section 50E(3)(f) of Act

- (1) In this regulation —
- dangerous dog** has the meaning given in the *Dog Act 1976* section 3(1).
- (2) For the purposes of section 50E(3)(f) of the Act, a prescribed ground is the pet is a dangerous dog.

[Regulation 12BB inserted: SL 2024/149 r. 12.]

12BC. Prescribed modifications to prevent entry in circumstances of family violence for section 50M(2) of Act

For the purposes of section 50M(2) of the Act, prescribed modifications are 1 or more of the following —

- (a) installing or altering any of the following —
 - (i) a security alarm or camera;
 - (ii) a lock, screen or shutter on a window;

- (iii) a security screen on a door;
- (iv) an exterior light;
- (v) a lock on a gate;
- (b) pruning a shrub or tree that limits visibility around the residential premises.

[Regulation 12BC inserted: SL 2024/149 r. 12.]

12BD. Types of modifications which may be subject to condition prescribed for section 50P(a) of Act

For the purposes of section 50P(a) of the Act, the following are types of prescribed modifications —

- (a) installing any of the following —
 - (i) a lever-style tap;
 - (ii) a hardwired alarm system, security camera or security light;
 - (iii) a telephone or internet connection;
 - (iv) non-permanent window film;
- (b) painting a room.

[Regulation 12BD inserted: SL 2024/149 r. 12.]

12BE. Matters prescribed for section 50P(b) of Act

For the purposes of section 50P(b) of the Act, the following are prescribed matters —

- (a) the provision by the tenant to the lessor of the codes to an alarm system;
- (b) the provision by the tenant to the lessor of copies of keys for locks on gates or letterboxes;
- (c) if the lessor's consent for the tenant to make the minor modification is subject to a condition under section 50P(a), the provision by the tenant to the lessor

r. 12BF

of a copy of the invoice of the person who carried out the modification.

[Regulation 12BE inserted: SL 2024/149 r. 12.]

12BF. Grounds for approval to refuse consent prescribed for section 50S(3)(g) of Act

For the purposes of section 50S(3)(g) of the Act, a prescribed matter is —

- (a) the tenant is making a minor modification on a surface that is tile, exposed brick or exposed concrete that involves drilling, nailing or otherwise permanently altering the surface; and
- (b) there is a significant risk of damage from the modification referred to in paragraph (a).

[Regulation 12BF inserted: SL 2024/149 r. 12.]

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.]

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)³ 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 Fund⁴.
- (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.]

Part 4 — Transitional provisions

[Heading inserted: SL 2024/149 r. 13.]

19. Transitional provision — Residential Tenancies Amendment Regulations (No. 2) 2024

- (1) In this regulation —
- commencement day** means the day on which the *Residential Tenancies Amendment Regulations (No. 2) 2024* regulation 3 comes into operation.
- (2) Regulation 10ABA(1)(b) does not apply in relation to a residential tenancy agreement entered into before commencement day, other than a written agreement, if —
- (a) the lessor or property manager gives the information prescribed in regulation 10AB as in force immediately before commencement day to the tenant; and
 - (b) the information is given to the tenant within 14 days after the tenant has taken possession of the residential premises.

[Regulation 19 inserted: SL 2024/149 r. 13.]

[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.....	22.60
(ii) any other person	79.00
(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	21.10
[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; SL 2024/96 r. 54.]

Schedule 4 — Forms

[r. 10AC and 18]

*[Heading inserted: Gazette 3 May 2013 p. 1757; amended:
SL 2024/149 r. 14.]*

[Form IAA to IAD deleted: SL 2024/149 r. 15.]

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 start of the tenancy as specified in the residential tenancy agreement.
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 Energy, Mines, Industry Regulation and Safety on 1300 30 40 54 or visiting www.dmirns.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					

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; amended:
SL 2024/149 r. 16.]*

Form 1A

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.

- 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

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.

- 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

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.)

- 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.)

Form 1C

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

Notice of termination of tenant's interest in residential tenancy agreement on grounds of family violence		Part A
<i>Residential Tenancies Act 1987 s. 67(2), 71AB(1)</i> <i>Residential Tenancies Regulations 1989 r. 18</i>		
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 Energy, Mines, Industry Regulation and Safety — Consumer Protection Division on 1300 304 054 or at < www.dmirs.wa.gov.au/ConsumerProtection >. For Translating and Interpreting Services please telephone TIS on 131 450 and ask to speak to the Department of Energy, 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> .	

Form 2

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; amended:
SL 2024/149 r. 17.]*

[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

<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 Energy, Mines, Industry Regulation and Safety - Consumer Protection Division Locked Bag 100 East Perth WA 6892</p> <p>By credit card: Complete the following details and forward this form to the Authorised Person as detailed above: Card type: Cardholder name: Card number: Expiry date of card: Amount: Signature:</p>	

Form 6

	<p>In person: Pay the cashier at: Department of Energy, Mines, Industry Regulation and Safety, at any of the following locations: Cannington: Level 1, Mason Bird Building, 303 Sevenoaks Street Cannington Albany: Unit 2/129 Aberdeen Street Broome: Woody’s Arcade, 6/15 Dampier Terrace Bunbury: 8th Floor, 61 Victoria Street Geraldton: Post Office Plaza, 50-52 Durlacher Street Kalgoorlie: Corner of Hunter and Broadwood Streets, West Kalgoorlie</p> <p>If you do not pay the modified penalty within 28 days, you may be prosecuted or enforcement action may be taken under the <i>Fines, Penalties and Infringement Notices Enforcement Act 1994</i>. Under that Act, 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.</p> <p>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.</p> <p>If you want this matter to be dealt with by prosecution in court, sign here</p> <p>_____</p> <p>and post this notice to the Authorised Person at the above postal address within 28 days after the date of this notice.</p>
--	--

[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; SL 2024/149 r. 18.]

FORM 7

<i>Residential Tenancies Act 1987</i> section 88A(7) Withdrawal of infringement notice		Withdrawal no.
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</i> s. <i>Residential Tenancies Regulations 1989</i> r.	
	Date / /20	Time a.m./p.m.
Authorised person withdrawing notice	Name _____	
	Signature _____	
	Office _____	
Date	Date of withdrawal / /20	
Withdrawal of infringement notice [*delete whichever is not applicable]	The above infringement notice issued against you has been withdrawn.	
	If you have already paid the modified penalty for the alleged offence you are entitled to a refund. * Your refund is enclosed. or * If you have paid the modified penalty but a refund is not enclosed, to claim your refund sign this notice and post it to: Authorised Person — <i>Residential Tenancies Act 1987</i> Department of Energy, Mines, Industry Regulation and Safety - Consumer Protection Division Locked Bag 100 East Perth WA 6892	
	Signature _____	/ /20

[Form 7 inserted: Gazette 22 Sep 2006 p. 4128-9; amended: Gazette 24 May 2011 p. 1895; 3 May 2013 p. 1831; SL 2024/149 r. 19.]

Schedule 5 — Prescribed offences and modified penalties

[r. 13]

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

Offences under <i>Residential Tenancies Regulations 1989</i>		Modified penalty
r. 10ABA(1)(a)	Failing to give information in approved form in relation to written residential tenancy agreement	\$1 000
r. 10ABA(1)(b)	Failing to give information in approved form in relation to residential tenancy agreement other than written agreement	\$1 000

Offences under <i>Residential Tenancies Act 1987</i>		Modified penalty
s. 11H(1)	Giving Commissioner false or misleading information	\$2 000
s. 22(5)	Unlawfully demanding or receiving fee or reward for representing or assisting party to proceedings	\$1 000
s. 27A	Failing to use approved form of written residential tenancy agreement	\$1 000
s. 27AA(1)	Advertising or offering tenancy other than for rent at fixed amount or for rent calculated by reference to tenant's income	\$2 000
s. 27AA(3)	Soliciting or inviting offer of rent at amount higher than advertised	\$2 000
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

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

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

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

Offences under <i>Residential Tenancies Act 1987</i>		Modified penalty
s. 82D(2)	Failing to give written notice of personal information in residential tenancy database	\$1 000
s. 82E(1)	Listing personal information in residential tenancy database contrary to section 82E(1)	\$1 000
s. 82F(1)	Listing personal information in residential tenancy database contrary to section 82F(1)	\$1 000
s. 82G(3)	Failing to keep copy of written notice under section 82G(2) for one year	\$1 000
s. 82H(2)	Failing to amend or remove personal information from residential tenancy database within 14 days	\$1 000
s. 82I(1)	Lessor or lessor's agent failing to give copy of personal information within 14 days of request	\$1 000
s. 82I(2)	Database operator failing to give copy of personal information in residential tenancy database within 14 days of request	\$1 000
s. 82K(2)	Keeping personal information in residential tenancy database longer than permitted	\$1 000
s. 93(1)	Failing to take reasonable steps to ensure security bond is transferred to bond administrator when required	\$1 000
s. 96(2)	Failing to pay bond, or part of bond, when required	\$1 000

[Schedule 5 inserted: Gazette 3 May 2013 p. 1832-5; amended: Gazette 9 Apr 2019 p. 1052; SL 2024/149 r. 20.]

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

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)

Residential Tenancies Regulations 1989

Notes

Compilation table

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))

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))
<i>Commerce Regulations Amendment (Community Titles) Regulations 2021 Pt. 6</i>	SL 2021/71 18 Jun 2021	30 Jun 2021 (see r. 2(b) and SL 2021/69 cl. 2)
<i>Commerce Regulations Amendment (Swan Valley Planning Scheme) Regulations 2021 Pt. 3</i>	SL 2021/130 16 Jul 2021	1 Aug 2021 (see r. 2(b) and SL 2021/124 cl. 2)
<i>Commerce Regulations Amendment (Legal Profession) Regulations 2022 Pt. 6</i>	SL 2022/115 30 Jun 2022	1 Jul 2022 (see r. 2(b) and SL 2022/113 cl. 2)
<i>Residential Tenancies Amendment Regulations 2023</i>	SL 2023/126 9 Aug 2023	r. 1 and 2: 9 Aug 2023 (see r. 2(a)); Regulations other than r. 1 and 2: 10 Aug 2023 (see r. 2(b) and SL 2023/132 cl. 2)

Residential Tenancies Regulations 1989

Notes Other notes

Citation	Published	Commencement
<i>Residential Tenancies Amendment Regulations (No. 2) 2023</i>	SL 2023/206 20 Dec 2023	r. 1 and 2: 20 Dec 2023 (see r. 2(a)); Regulations other than r. 1 and 2: 21 Dec 2023 (see r. 2(b))
<i>Commerce Regulations Amendment (Fees and Charges) Regulations 2024 Pt. 16</i>	SL 2024/96 12 Jun 2024	1 Jul 2024 (see r. 2(c))
<i>Residential Tenancies Amendment Regulations (No. 2) 2024</i>	SL 2024/149 10 Jul 2024	r. 1 and 2: 10 Jul 2024 (see r. 2(a)); Regulations other than r. 1 and 2: 29 Jul 2024 (see r. 2(b))

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 The *Residential Tenancies Act 1987* Sch. 1 cl. 7 was deleted by the *Residential Tenancies Amendment Act 2011* s. 87(16).
- ⁴ 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), 19(1)
dangerous dog	12BB(1)
deadlock	12B(1)
draughtproofing	7I(1)
financially disadvantaged person	Sch. 3
Foyer Oxford.....	7D(1)
Government employee	5B(1)
Housing Authority	3A
housing management agreement	3A
installing	3A
minor modification	7I(2)
person of Aboriginal descent	5AD(1)
premises	5AD(2)
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)
water-efficient shower head	7I(1)

© State of Western Australia 2024.

This work is licensed under a Creative Commons Attribution 4.0 International Licence (CC BY 4.0).

To view relevant information and for a link to a copy of the licence, visit www.legislation.wa.gov.au.

Attribute work as: © State of Western Australia 2024.

By Authority: GEOFF O. LAWN, Government Printer