



Western Australia

Residential Tenancies Regulations 1989

Compare between:

[01 Jun 2011, 03-d0-01] and [03 May 2013, 03-e0-00]

Residential Tenancies Regulations 1989

1. Citation

These regulations may be cited as the *Residential Tenancies Regulations 1989* ¹.

2. Commencement

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

2A. Terms used in these regulations

In these regulations, unless the contrary intention appears —

park operator, in relation to a site-only agreement, means the grantor to the tenant of the rights under the agreement, or the grantor's successor where the succession is subject to the interest of the tenant;

relocatable home means a vehicle or building that is fitted or designed for use as a place of residence (whether or not it includes bathroom or toilet facilities) and that is or can be parked, assembled or erected on a site in a caravan park;

residential park means —

- (a) a caravan park that is operated or required to be operated under a licence issued under the *Caravan Parks and Camping Grounds Act 1995*;
- (b) a caravan park operated by a local government under the *Caravan Parks and Camping Grounds Act 1995*; or

(c) a caravan park that is operated by a public sector body;
site means an area of land in a residential park that is set aside for the use of one relocatable home, except such an area that is a lot in relation to a survey-strata scheme under the *Strata Titles Act 1985*;

site-only agreement means a residential tenancy agreement under which a park operator grants to the tenant the rights to occupy a site and to keep on the site a relocatable home that is provided by the tenant.

[Regulation 2A inserted in Gazette 24 Dec 2004 p. 6149-50.]

3. Exemption for retirement villages

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

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

4. Exemption for certain agreements with squatters

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

- (aa) entered into with the approval of the Minister for Lands under power conferred by Order under section 46(3)(a) of the *Land Administration Act 1997*; or
- (b) entered into by a State Government agency under powers conferred by another Act, over lands of the Crown vested in that agency.

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

5. Exemption for certain agreements under the *Land Act 1933*²

- (1) The Governor, the Minister within the meaning of the *Land Act 1933*², 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*², 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*² is a prescribed agreement for the purposes of section 5(2)(g) of the Act.

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

- (1) The Housing Authority is prescribed under section 6(c) of the Act as an agency to which sections 29(4)(b) and 33 of the Act shall not apply.
- (2) Where 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 —
 - (a) that agreement is prescribed as a residential tenancy agreement under section 6(a) of the Act; and

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- (b) The Housing Authority is prescribed as an agency under section 6(c) of the Act,

to which sections 29(1)(a) and 29(4)(a) of the Act shall not apply.

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

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

- (1) A residential tenancy agreement in which —
- (a) an employer specified in the Table to this subregulation acts in the capacity of the owner of the residential premises; and
 - (b) an employee of an employer specified in the Table to this subregulation is a tenant under that agreement,
- 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 Electricity Generation Corporation
The Electricity Networks Corporation
The Electricity Retail Corporation
The Public Transport Authority of Western Australia
The Regional Power Corporation

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

Table

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

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

Table

The Agriculture Protection Board of Western Australia
 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*
 The department of the Public Service principally assisting in the administration of the *Sports Drug Testing Act 2001*
 The Housing Authority
 The Western Australian Meat Industry Authority

- (4) A residential tenancy agreement —
- (a) in which the Crown, or a person or agency who acts on behalf of the Crown, acts in the capacity of the owner 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 in Gazette 6 Apr 1990 p. 1701; erratum in Gazette 12 Apr 1990 p. 1907; amended in Gazette 14 Jun 1991 p. 2872-3; 13 Dec 1991 p. 6153; 31 Mar 2006 p. 1351-2; 31 Jul 2007 p. 3791.]

5C. Exemptions for employment-linked tenancy agreements

- (1) A residential tenancy agreement by which —

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- (a) an employer grants to an employee a right to occupy premises;
- (b) employment with that employer is a condition of the employee having that right;
- (c) the rent is calculated as a proportion of the employee's salary or wage; and
- (d) the employee receives a pay slip or salary advice detailing the rent component deducted from the wage or salary,

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.

- (2) If the method of payment of rent under a residential tenancy agreement described in subregulation (1) is by direct deduction of a percentage of the employee's wage or salary by the employer, that residential tenancy agreement is also prescribed under section 6(a) of the Act as a residential tenancy agreement to which section 33 of the Act shall not apply.

[Section 5C inserted in Gazette 9 Sep 1994 p. 4629.]

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

- (1) The Minister for Lands in the exercise of a specified power is prescribed for the purposes of section 5(2)(f) of the Act.
- (2) In subregulation (1) —
specified power means the power to grant or issue a lease or licence under section 47, 48, 79, 80, 85, or under Part 7, of the *Land Administration Act 1997*.

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

5E. More notice required to terminate certain tenancies

- (1) The modifications set out in subsections (2) and (3) are prescribed for the purposes of section 6(a) and (b) of the Act.
- (2) Section 63 applies to a site-only agreement for a periodic tenancy that has continued for 3 months or longer as if —
 - (a) a reference to an owner were a reference to the park operator;
 - (b) a reference to an agreement were a reference to the site-only agreement;
 - (c) the reference to a contract for sale of the premises were a reference to a contract for sale of the residential park, or for sale of a part of the residential park that includes the site that the tenant is entitled to occupy under the site-only agreement;
 - (d) the reference to vacant possession of the premises were a reference to vacant possession of the site that the tenant is entitled to occupy under the site-only agreement; and
 - (e) the reference in section 63(2) to 30 days were a reference to 60 days.
- (3) Section 64 applies to a site-only agreement for a periodic tenancy that has continued for 3 months or longer as if —
 - (a) a reference to an owner were a reference to the park operator;
 - (b) a reference to an agreement were a reference to the site-only agreement; and
 - (c) the reference in section 64(2) to 60 days were a reference to 120 days.

[Regulation 5E inserted in Gazette 24 Dec 2004 p. 6150-1.]

[6. Deleted in Gazette 29 Apr 2005 p. 1772.]

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

- (1) The following applications are prescribed for the purposes of section 13A(2)(a) of the Act —
- (a) an application under section 73(1) of the Act;
 - (b) an application under section 77(1) of the Act;
 - (c) an application under section 79(10) of the Act;
 - (d) an application under section 79(12) of the Act;
 - (e) an application under Schedule 1 clause 8(1) of the Act;
 - (f) any other application under the Act that is not an application in respect of which a party objects to a registrar of the Magistrates Court exercising the court's jurisdiction.

[(2) deleted]

- (3) The registrar shall not —
- (a) exercise the power in section 25 of the Act; or
 - (b) issue a warrant under section 20(d) of the Act without the approval in writing of a magistrate.
- (4) The registrar may at any time adjourn the hearing or determination of any matter and —
- (a) seek directions or further directions from; or
 - (b) refer the matter for hearing or determination by,
- the Magistrates Court constituted by a magistrate.

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

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

9. Determination of nearest Magistrates Court

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

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

10. Scale of costs for section 24

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

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

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

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

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

11. Amount prescribed for section 29(2)(a)

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

[Regulation 11 amended in Gazette 24 May 2011 p. 1894.]

11A. Period prescribed for section 29(4)(d)

The period of 28 days from the day on which the security bond is paid in accordance with Schedule 1 to the Act is prescribed for the purposes of section 29(4)(d) of the Act.

[Regulation 11A inserted in Gazette 25 Jun 1996 p. 2905.]

12. Information prescribed for section 79(10)

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

- (a) the name and address of the owner;
- (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;
 - (ii) the amount received for the item; and
 - (iii) the day on which it was sold;
- (d) particulars of the amount claimed by the owner for —
 - (i) the cost of removing, storing and selling the goods; and
 - (ii) money owing by the tenant under the former tenancy agreement.

[13. Deleted in Gazette 30 Mar 2007 p. 1452.]

14. Information to be given by owner to tenant

- (1) The information set out in the form in Schedule 2 is prescribed for the purposes of section 88(2)(c) of the Act.
- (2) An owner commits an offence if he enters into a residential tenancy agreement without giving a copy of the form in Schedule 2 to the person who is the tenant under the agreement.
Penalty: \$100.
- (3) For the purposes of subregulation (2), the form —
 - (a) may be given by an agent of the owner;
 - (b) shall be given not later than the time when the residential tenancy agreement is entered into.

- (4) The form in Schedule 2 may be printed as a booklet, and references in subregulations (2) and (3) to the form include references to such a booklet.
- (5) Subregulation (2) does not apply where a residential tenancy agreement is renewed or extended and there is no change in the parties under the agreement.

[Regulation 14 amended in Gazette 25 Jun 1996 p. 2905.]

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) 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;
 - (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 Fund.
- (5) Clauses 5(1), (2) and (3) and 8 of Schedule 1 to the Act apply to a security bond while it is in the Unclaimed Security Bond Account.
- (6) For the purposes of this regulation, the bond administrator shall establish in the Rental Accommodation Account referred to in clause 3 of Schedule 1 to the Act an account called the Unclaimed Security Bond Account.
- (7) In this regulation —
bond holder means the bond administrator or an authorised financial institution as defined in Schedule 1 of the Act;
security bond includes part of a security bond;
Unclaimed Security Bond Account means the account established under subregulation (6).

*[Regulation 15 amended in Gazette 25 Jun 1996 p. 2905;
31 Jul 2007 p. 3791.]*

16. Definition of “authorised financial institution” — prescribed classes

For the purposes of the definition of “authorised financial institution” in clause 1 of Schedule 1 to the Act, the following classes of bodies are prescribed —

- (a) the class that consists of all banks; and
- (b) the class that consists of all societies.

[Regulation 16 inserted in Gazette 25 Jun 1996 p. 2905.]

17. Fees prescribed

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

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

18. Forms

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

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

19. Matters prescribed for clause 6(1)(b) and (c) of Schedule 1 to the Act

- (1) For the purposes of clause 6(1)(b) of Schedule 1 to the Act, the interest rate is 70% of the relevant bank accepted bills rate calculated on a daily basis.
- (2) For the purposes of clause 6(1)(c) of Schedule 1 to the Act —
 - (a) interest is to be paid to the Rental Accommodation Fund within 5 working days of 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 owner is prescribed as the time for payment to the tenant of the amount representing interest above the prescribed rate.

- (3) In subregulation (1) —

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

(For example, the relevant bank accepted bills rate for May is the 30 day bank accepted bills rate for March.)

[Regulation 19 inserted in Gazette 25 Jun 1996 p. 2906.]

20. Infringement notices

- (1) The offences specified in Schedule 5 are offences for which an infringement notice may be issued under Part 2 of the *Criminal Procedure Act 2004*.
- (2) The modified penalty specified opposite an offence in Schedule 5 is the modified penalty for that offence for the purposes of section 5(3) of the *Criminal Procedure Act 2004*.
- (3) The Commissioner may, in writing, appoint persons or classes of persons to be authorised officers or approved officers for the purposes of Part 2 of the *Criminal Procedure Act 2004*.
- (4) The Commissioner is to issue to each authorised officer a certificate, badge or identity card identifying the officer as a person authorised to issue infringement notices.

[Regulation 20 inserted in Gazette 22 Sep 2006 p. 4127.]

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

Schedule 2

[reg. 14]

RESIDENTIAL TENANCIES ACT 1987

1. INFORMATION FOR TENANT

The *Residential Tenancies Act 1987* and the *Residential Tenancies Regulations 1989* deal with residential tenancy agreements. The main provisions of the Act and Regulations relating to owners' and tenants' rights and duties are summarised below. Full details may be seen in the Act and Regulations, copies of which can be purchased from the State Law Publisher†.

[Clause 1 amended in Gazette 25 Jun 1996 p. 2906.]

2. ADVICE, COMPLAINTS AND DISPUTES

Department of Commerce

The Act allows the Commissioner for Consumer Protection to give advice to parties to a residential tenancy agreement, to look into complaints and, wherever possible, help to settle them. The Department of Commerce may be contacted by telephone or by visiting the Department's main office in Perth or in Albany, Broome, Bunbury, Geraldton, Kalgoorlie or Karratha.

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

Hearing of disputes

If a dispute between an owner and a tenant has to be decided by a court it has to be dealt with by a court that has jurisdiction to hear and determine the application. The Magistrates Court has exclusive jurisdiction to hear and determine applications relating to bonds under Schedule 1 clause 8 of the Act and other matters that do not involve a claim over \$10 000. The matters it can hear and determine are minor cases and must be dealt with by the minor case procedure in the Magistrates Court.

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If a person is claiming over \$10 000, other than in an application relating to a bond referred to in the previous paragraph, the claim must be brought in a court, such as the Supreme Court, District Court or Magistrates Court, that is competent to hear and determine a claim founded on contract for the amount of the claim. If the claim is dealt with in the Magistrates Court, the parties to the application may consent in writing (which consent is irrevocable) to the proceedings being heard and determined by the minor case procedure.

[Clause 2 amended in Gazette 25 Jun 1996 p. 2907; 29 Apr 2005 p. 1773-4; 31 Jul 2007 p. 3791; 24 May 2011 p. 1894-5.]

3. AGREEMENTS THAT BY-PASS THE ACT

The Act permits the owner and the tenant to contract out of some parts of the Act if the tenancy agreement is in writing and signed by the owner and the tenant. *This applies to the clauses and paragraphs below marked with an asterisk.*

In addition a competent court may make an order excluding or varying a provision of the Act.

Apart from these cases it is an offence (maximum fine — \$2 000) to make an agreement to prevent the operation of the Act.

[Clause 3 amended in Gazette 25 Jun 1996 p. 2907; 29 Apr 2005 p. 1774.]

4. INFORMATION TO BE GIVEN

THE OWNER OR THE OWNER'S AGENT must give to the tenant —

- (a) a copy of this form or booklet, before or at the time the tenancy agreement is entered into;
- (b) a copy of any written tenancy agreement at the time it is signed by the tenant; and
- (c) a further copy of any written tenancy agreement after it has been signed by both parties normally within 21 days after the date when the agreement is signed and delivered by the tenant.

AN OWNER who is an individual must ensure that the tenant is notified in writing of the full name and address of the owner and of any head lessor.

If the premises are managed by a licensed real estate agent, an owner can notify the tenant of the agent's address instead of the owner's address.

AN OWNER that is a corporation must ensure that the tenant is notified in writing of the name and address of the secretary of the corporation.

If ownership of premises changes during the tenancy, these requirements also apply to a new owner.

A tenant must be notified in writing within 14 days of any change in the details previously notified by the owner.

A TENANT must —

- (a) not give a false name or place of occupation;
- (b) notify the owner of any change of the tenant's place of occupation during the tenancy; and
- (c) give the owner a forwarding address at the end of the tenancy.

[Clause 4 inserted in Gazette 25 Jun 1996 p. 2907-8.]

5. USE OF PREMISES

THE OWNER must make sure that —

- *(a) on the day on which it is agreed that the tenant will move in, the premises are vacant;
- (b) the tenant has quiet enjoyment of the premises which means that the owner must not interfere with the tenant's privacy or use of the premises. This does not apply to situations where the owner is exercising his or her right of entry.

THE TENANT must not —

- *(a) use the premises or permit them to be used for any illegal purpose; or
- *(b) do anything on the premises or permit someone else entering the premises with the tenant's permission to do anything on

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them that causes a nuisance, (e.g. a noise that disturbs neighbours).

[Clause 5 amended in Gazette 25 Jun 1996 p. 2908.]

6. CHILDREN

NO PERSON can —

- (a) refuse a tenancy;
- (b) state an intention to refuse a tenancy; or
- (c) cause or instruct another person to refuse a tenancy,

on the ground that a child will live on the premises. There is an exception where a person's own home is being let or where the owner or the agent of the owner lives in the premises next door.

***7. REPAIR AND CLEANLINESS**

THE OWNER —

- (a) must make sure that the premises and chattels are in a reasonably clean condition at the beginning of the tenancy;
- (b) must maintain the premises and chattels in good repair; and
- (c) must comply with any law relating to buildings, health or safety.

THE TENANT —

- (a) must keep the premises and chattels in a reasonably clean condition;
- (b) must take care to avoid damage to the premises and chattels; and
- (c) must give notice to the owner of any damage to the premises or chattels as soon as practicable but at the latest within three (3) days.

In this clause and in clause 8 *chattels* includes furniture, household appliances and other household items provided with the premises for use by the tenant.

[Clause 7 amended in Gazette 25 Jun 1996 p. 2908.]

***8. URGENT REPAIRS BY TENANT**

THE OWNER is required to compensate the tenant for the reasonable cost of urgent repairs to the premises or chattels if —

- (a) there is likely to be injury, property damage or real inconvenience to the tenant if the repairs are not done;
- (b) the tenant did not cause the problem by failing to keep to the agreement;
- (c) the tenant made a reasonable attempt to notify the owner that the tenant would be arranging the repairs; and
- (d) where by law the repairs must be carried out by a licensed tradesman, the work is done by such a person and the tradesman's report as to the cause of the problem is given to the owner.

Examples of urgent repairs are any work necessary to repair —

- (i) a burst water service;
- (ii) a broken hot water service;
- (iii) a sewerage blockage;
- (iv) a broken sewerage fitting;
- (v) a serious roof leak;
- (vi) a gas leak;
- (vii) an electrical fault likely to cause damage to property or to endanger human life;
- (viii) flooding;
- (ix) a fault in a lift in the rented premises;
- (x) substantial damage caused by flooding, storm or fire;
- (xi) a broken refrigerator or washing machine where these are included in the tenancy.

[Clause 8 amended in Gazette 25 Jun 1996 p. 2908.]

***9. FIXTURES, RENOVATIONS, ALTERATIONS AND ADDITIONS**

THE TENANT —

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- (a) may be forbidden by the agreement to renovate or alter the premises or to put in fixtures;
- (b) must obtain the owner's consent if the agreement allows the tenant to do any of those things with consent of the owner.

If paragraph (b) applies —

- (i) the owner must consent unless there is good reason not to do so;
- (ii) the tenant may, at the end of the agreement, remove any fixture unless the removal would cause damage that could not be repaired; and
- (iii) the tenant must repair any damage caused by the removal of a fixture or compensate the owner, whichever the owner chooses.

[Clause 9 amended in Gazette 25 Jun 1996 p. 2908.]

***10. LOCKS**

THE OWNER must provide and maintain locks or otherwise secure the premises and NEITHER THE OWNER NOR THE TENANT may change or install any lock without the consent of the other. The consent must be given at, or immediately before, the time when the work is done.

***11. ENTRY BY OWNER**

THE OWNER may only enter the premises —

- (a) with the permission of the tenant given at or immediately before the time of entry; or
- (b) in an emergency; or
- (c) for any purpose, if at least 7 and not more than 14 days' notice is given; or
- (d) to collect rent if the agreement allows for rent to be paid weekly or less frequently and permits collection at the premises; or
- (e) for an inspection at the time of a rent collection referred to in (d) but not more than once every 4 weeks; or

- (f) to carry out or inspect necessary repairs after giving at least 72 hours' notice; or
- (g) after giving reasonable notice, to show the premises to prospective tenants on a reasonable number of occasions during the 21 days before the end of an agreement; or
- (h) after giving reasonable notice, to show the premises to prospective purchasers on a reasonable number of occasions.

Except where (a) or (b) applies the owner must only enter at a reasonable hour.

12. PAYMENTS BY TENANT

A TENANT is not required to make any payment in connection with a residential tenancy except —

- (a) rent;
- (b) a security bond;
- (c) a payment for an option to take a tenancy;
- [(d) deleted]*
- (e) a payment authorised by the Act or regulations.

*The cost of any written agreement must be paid by the owner.

A tenancy agreement cannot contain provision for a penalty or damages or extra payments if the tenant fails to keep to the agreement. If an agreement allows a reduced rent so long as the tenant keeps to the agreement, the owner cannot charge any higher rent even if the tenant breaks the agreement.

[Clause 12 amended in Gazette 25 Jun 1996 p. 2909; 30 Mar 2007 p. 1452.]

13. PAYMENT OF RENT

NO PERSON may ask for —

- (a) more than 2 weeks' rent to be paid before or during the first 2 weeks of a tenancy agreement;
- (b) any rent to be paid until the period covered by the previous payment is finished; or

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- (c) a post-dated cheque or other such instrument in payment of rent.

A PERSON who receives rent must see that a receipt is given within 3 days (not including weekends and holidays) of receiving the payment, which must show —

- (i) the date paid;
- (ii) who paid the rent;
- (iii) the amount paid;
- (iv) the premises for which it is paid; and
- (v) the period covered by the payment.

This does not apply if under the agreement the rent is paid into an account in a bank, building society etc.

If rent is paid to a real estate agent, the agent is required by the *Real Estate and Business Agents Act 1978* to give a receipt immediately, except where payment is received by electronic transfer.

[Clause 13 amended in Gazette 25 Jun 1996 p. 2908.]

14. RENT INCREASE

THE OWNER may not increase the rent unless —

- (a) 60 days' notice is given; and
- (b) not less than 6 months has passed since the tenancy commenced or since the last increase.

In addition —

- (a) in the case of a tenancy for a fixed period, there can be no increase unless the agreement allows an increase during that period; and
- (b) in the case of any tenancy, rent increases may be excluded or limited by the agreement.

THE TENANT must not fail to pay rent with the intention that the owner will take the rent from the security bond.

EXCESSIVE RENTS are dealt with in the Act but the provision only applies where the tenant is not getting the benefits which the owner

agreed to provide or where the owner puts the rent up with the motive of getting rid of the tenant.

[Clause 14 amended in Gazette 25 Jun 1996 p. 2909.]

15. SECURITY BOND

NO PERSON may demand or accept a security bond which amounts to more than 4 weeks' rent (plus \$260 if the tenant is to keep a cat or a dog on the premises); but there is no limit on the amount of the bond where —

- (a) the premises have been the owner's principal residence for the previous 3 months; or
- (b) the weekly rent exceeds \$1 200.

A PERSON who receives a security bond must —

- (a) immediately give a receipt showing —
 - (i) the date paid;
 - (ii) who paid it;
 - (iii) the amount paid; and
 - (iv) the premises for which it is paid;
- (b) pay the security bond within 14 days, or in the case of a real estate agent as soon as practicable after receiving the bond, to either —
 - (i) the Bond Administrator; or
 - (ii) an authorised financial institution to be held in an account in the names of the owner and the tenant entitled "Tenancy Bond Account" or, if paid by a real estate agent, in an account in the name of the agent entitled "Tenancy Bond Trust Account";

and

- (c) within 28 days of paying the security bond to the Bond Administrator or an authorised financial institution, give to the person who paid the bond a copy of the record of payment in the form contained in Schedule 4 to the *Residential Tenancies Regulations 1989* showing —
 - (i) the date on which the amount was paid;

cl. 16

- (ii) the amount paid; and
- (iii) in the case of payment to an authorised financial institution, the name of the financial institution and the name and number of the account into which the amount was paid.

Bond money will be held in the name of the owner and the tenant and will only be paid out if the owner and the tenant apply jointly, and failing that, the owner or the tenant must apply to a competent court for an order as to how the money is to be paid out.

INTEREST earned on bond money will be paid into an account called “the Rental Accommodation Fund” and can be used to fund the cost of administering the Act and educating people about the Act and for public housing.

[Clause 15 amended in Gazette 9 Sep 1994 p. 4629; 25 Jun 1996 p. 2909-10; 29 Apr 2005 p. 1774; 24 May 2011 p. 1895.]

***16. ASSIGNMENT AND SUBLETTING**

- (a) If an agreement allows the tenant to assign the tenant’s interest (i.e. pass the tenancy on to someone else) or sublet (i.e. let someone else use the premises) with the consent of the owner, the owner must not refuse to consent without good reason or charge any fee for consenting apart from any reasonable expenses.
- (b) An agreement may allow a tenant to assign or sublet without the owner’s consent, OR may completely rule out any assignment or subletting.

If the agreement does not contain one of the provisions mentioned in (b), then the provision mentioned in (a) automatically applies.

***17. RATES, TAXES AND CHARGES**

THE OWNER must pay any rates, taxes and charges for the premises, other than charges for water consumption.

A tenancy agreement may require that the tenant pay in full, or in part, the charges for water consumption.

[Clause 17 inserted in Gazette 25 Jun 1996 p. 2910.]

18. ENDING A TENANCY

Tenancy for fixed period

If the tenancy is for a fixed period it cannot usually be brought to an end by notice before the end of that period. *Only paragraphs (a), (b) and (f) below apply to these tenancies.*

Tenancy not for fixed period

In these cases, either the owner or the tenant may bring the agreement to an end by giving notice in writing under one of the paragraphs below.

Form of notice

Notice given by the owner must be in the form contained in Schedule 4 to the *Residential Tenancies Regulations 1989*. Notice given by a tenant does not need to follow any particular form but must be signed and must identify the premises and show the date on which the tenant will leave.

When tenancy may be ended

Breach of agreement (other than non-payment of rent)

- (a) If a tenant does not keep his or her part of the agreement except for not paying rent, the owner may give a notice (*the first notice*) requiring that the matter be put right.

If the tenant does not put the matter right, then not less than 14 days after the first notice was given the owner may give another notice (*the second notice*) to the tenant ending the tenancy not less than 7 days after the second notice is given.

Breach of agreement (non-payment of rent)

- (b) If a tenant does not pay rent due under the agreement or gives a bad cheque in payment of rent due under the agreement, the owner may either —
 - (i) give a notice (*the first notice*) to the tenant requiring payment of the outstanding rent and, if the rent is not paid, give another notice (*the second notice*) to the tenant, not less than 14 days after the first notice was

cl. 18

- given, ending the tenancy not less than 7 days after the second notice is given; or
- (ii) on the day after the rent was due or on the dishonouring of the cheque, give notice to the tenant ending the tenancy not less than 7 days after the notice is given.

In the case of (ii) the tenancy does not end if the tenant pays the rent due under the agreement before the day specified in the notice for vacation of the premises. In addition, an application by the owner to a competent court to end the tenancy cannot be continued if the tenant pays the rent due together with the amount of any court application fee at least one day before the scheduled court hearing.

Sale of the rented premises

- (c) Except where paragraph (ca) applies, if an owner sells the premises and has to give vacant possession to the purchaser, the owner may give notice to the tenant ending the tenancy not sooner than 30 days after the notice is given.
- (ca) If the operator of a residential park sells park premises that include a site occupied by a tenant under a site-only agreement for a periodic tenancy that has continued for 3 months or longer, the park operator may give notice to the tenant ending the tenancy, but must not require the tenant to give vacant possession of the site sooner than 60 days after the notice is given.

Notice without reason, owner

- (d) Except where paragraph (da) applies, an owner may, without giving any reason, give notice to the tenant ending the tenancy not sooner than 60 days after the notice is given.
- (da) Where a tenant occupies a site in a residential park under a site-only agreement for a periodic tenancy that has continued for 3 months or longer, the operator of the residential park may, without giving any reason, give notice to the tenant ending the tenancy, but must not require the tenant to give vacant possession of the site sooner than 120 days after the notice is given.

Notice without reason, tenant

- (e) A tenant may, without giving any reason, give notice to the owner ending the tenancy not sooner than 21 days after the notice is given.

Property uninhabitable

- (f) If the property is wholly or partly destroyed or cannot be lived in or is taken over by any authority by legal process, the tenant may give 2 days' notice, or the owner may give 7 days' notice, ending the tenancy.

Competent court's order

Where an owner ends a tenancy by giving notice, or a fixed term tenancy comes to an end, and the tenant does not leave the premises, the owner may apply to a competent court for an order for possession.

The owner or the tenant may also apply to a competent court to have a tenancy brought to an end under certain circumstances covered by the Act other than those set out above.

The owner is never permitted to force the tenant out of the premises without an order from the court.

Goods left behind

There are detailed provisions in the Act about what is to be done with goods that are left behind by a tenant at the end of a tenancy. Information about those provisions can be obtained by contacting the Department of Commerce. Apart from those provisions the owner cannot seize the tenant's furniture or other goods as compensation for rent owing.

[Clause 18 amended in Gazette 25 June 1996 p. 2910-11; 24 Dec 2004 p. 6151; 29 Apr 2005 p. 1773 and 1774; 24 May 2011 p. 1895.]

19. GIVING OF NOTICES

A notice under the Act can be given —

- (a) to any person by handing or posting it to the person;
- (b) to a tenant, by giving it to —
 - (i) someone living in the rented premises who appears to be over 16; or

cl. 19

- (ii) the person who usually pays the rent;
- (c) to the owner, by giving it to —
 - (i) the owner's agent;
 - (ii) someone living with the owner who appears to be over 16; or
 - (iii) the person who usually receives the rent.

Where there are 2 or more owners or tenants notice need only be given to one of them.

† Address at time of printing: 10 William Street, Perth.

Schedule 3

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

		\$
6.	<u>.....</u> Certification that document is a true copy, for each document	03.00
	<u>.....</u> <u>.....</u>	
	<i>[Schedule 3 amended in Gazette 29 Apr 2005 p. 1774-5.]</i>	

Schedule 4

[reg. 18]

FORM 1

RESIDENTIAL TENANCIES ACT 1987

Section 29(4)(c)

RECORD OF PAYMENT OF SECURITY BOND

A. ADDRESS OF RENTED PREMISES

.....
.....
.....
(Suburb) (Postcode)

B. NAME OF TENANT(S)

Family Name	Given Name	Initial
.....
.....
.....

C. NAME AND ADDRESS OF OWNER(S)

Family Name	Given Name	Initial
.....
.....
.....
.....
.....
.....
.....

Address

.....
.....
.....
.....
.....
.....
.....
(Suburb) (Postcode)

Business Ph. No. Private Ph. No.

D. NAME AND ADDRESS OF AGENT (IF APPLICABLE)

Name/Business Name

.....
.....
.....
.....

Address

.....
.....
.....
.....
.....

(Suburb)

(Postcode)

Business Ph. No. Private Ph. No.

E. DETAILS OF PAYMENT

Amount of security bond \$.....

Date paid to bond holder

F. DETAILS OF BOND HOLDER

The security bond is held by —

*The bond

administrator.....
.....

(Address)

*.....

*.....
.....
(Name of authorised financial institution)

.....

(Branch)

(Account name and number)

(*Delete as appropriate)

*Note: The tenant must be given a copy of this form within 28 days of the
lodgement of the security bond.*

[Form 1 inserted in Gazette 25 Jun 1996 p. 2911-12.]

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:
(Owner/agent)

ADDRESS:
.....POST CODE:

IMPORTANT INFORMATION FOR TENANTS

- The owner 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 owner 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 owner applying in court for an order

terminating your residential tenancy agreement and requiring you to vacate the premises.

- You should contact the owner or the owner's agent immediately to try and resolve this matter.
- You should seek advice immediately if you do not understand this notice or if you require further information.

[Form 1A inserted in Gazette 25 Jun 1996 p. 2412-13.]

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:
(Owner/agent)

ADDRESS:
.....POST CODE:

IMPORTANT INFORMATION FOR TENANTS

- The owner 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 owner may apply to court for an order terminating your residential tenancy agreement and requiring you to vacate the premises.
- The owner cannot continue an application for a court order if you pay to the owner 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 owner or the owner's agent immediately to try and resolve this matter.
- You should seek advice immediately if you do not understand this notice or if you require further information.

[Form 1B inserted in Gazette 25 Jun 1996 p. 2913-14.]

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 FIVE**

- A. 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 section 62 of *Residential Tenancies Act 1987*.)
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.)*

- B. (1) This notice of NOT LESS THAN 30 DAYS is given to you on the
ground that the owner 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 section 63 of the *Residential
Tenancies Act 1987*.)

(Notes:

- 1. This notice cannot be given during the term of a fixed term
residential tenancy agreement.*

2. *This notice cannot be given to a tenant who occupies a site in a residential park under a site-only agreement for a periodic tenancy that has continued for 3 months or longer.)*
- (2) This notice of NOT LESS THAN 60 DAYS is given to you on the ground that the park operator has entered into a contract for sale of residential park premises and under the contract the park operator is required to give vacant possession of the premises. (See section 63 of the *Residential Tenancies Act 1987* as modified by regulation 5E(2) of the *Residential Tenancies Regulations 1989*.)
- (Note: This notice can be given to a tenant who occupies a site in a residential park under a site-only agreement for a periodic tenancy that has continued for 3 months or longer.)*
- C. (1) This notice of NOT LESS THAN 60 DAYS is given to you in exercise of the owner's right to give notice without specifying any ground for doing so. (See section 64 of the *Residential Tenancies Act 1987*.)
- (Notes:*
1. *This notice cannot be given during the term of a fixed term residential tenancy agreement.*
2. *This notice cannot be given to a tenant who occupies a site in a residential park under a site-only agreement for a periodic tenancy that has continued for 3 months or longer.)*
- (2) This notice of NOT LESS THAN 120 DAYS is given to you in exercise of the park operator's right to give notice without specifying any ground for doing so. (See section 64 of the *Residential Tenancies Act 1987* as modified by regulation 5E(3) of the *Residential Tenancies Regulations 1989*.)
- (Note: This notice can be given to a tenant who occupies a site in a residential park under a site-only agreement for a periodic tenancy that has continued for 3 months or longer.)*
- D. This notice of NOT LESS THAN 7 DAYS is given to you on the ground (see section 69 of the *Residential Tenancies Act 1987*) 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 owner 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.)

DATE: SIGNED:
..... (Owner/agent)

ADDRESS:
..... POST CODE:

SEE OVER FOR IMPORTANT INFORMATION

FORM 1C — REVERSE

IMPORTANT INFORMATION FOR TENANTS

- The owner 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 owner may apply to court for an order terminating your residential tenancy agreement and requiring you to vacate the premises.
- You should seek advice immediately if you do not understand this notice or if you require further information.

[Form 1C inserted in Gazette 25 Jun 1996 p. 2914-15; amended in Gazette 24 Dec 2004 p. 6152-3.]

FORM 2

RESIDENTIAL TENANCIES ACT 1987

Section 79(3)(a)

NOTICE TO FORMER TENANT AS TO DISPOSAL OF GOODS

TO
(name of former tenant)

of
(forwarding address of former tenant)

1. The residential tenancy agreement in respect of the premises at
.....
between you as tenant and me as owner was terminated on
(insert date)

2. The following goods were left on the premises —
.....
(specify goods*)
.....
which I put into storage under section 79(2) of the Act on
(insert date)

3. Under section 79(7) of the Act, a person who has a lawful right to the goods may reclaim them upon paying to me the reasonable costs incurred for removal and storage.

4. If the goods have not been reclaimed within 60 days after the date shown in paragraph 2 above —
(a) I am required by the Act to have them sold by public auction; and
(b) I am entitled, subject to approval of a competent court, to receive from the proceeds of sale my costs and any amount owing to me under the terminated agreement and to pay the balance into court.

.....
(date) (signature of owner)

.....
(name of owner)

.....
(address of owner)

.....

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

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

[Form 2 amended in Gazette 29 Apr 2005 p. 1775.]

FORM 3

RESIDENTIAL TENANCIES ACT 1987

Section 79(3)(b)

NOTICE AS TO DISPOSAL OF GOODS

1. A residential tenancy agreement in respect of the premises at
.....
between
as owner of the premises and
as tenant was terminated on
2. The following goods were left on the premises —
.....
which have been put into storage under section 79(2) of the Act on
3. Under section 79(7) of the Act, a person who has a lawful right to the goods may reclaim them upon paying to the owner of the premises the reasonable costs incurred for removal and storage.
4. If the goods have not been reclaimed within 60 days after the date shown in paragraph 2 above the owner of the premises —
 - (a) is required by the Act to have them sold by public auction; and
 - (b) is entitled, subject to approval of a competent court, to receive from the proceeds of sale his costs and any amount owing to him under the terminated agreement, and to pay the balance into court.

.....
 (date)

.....
 (signature of owner)

.....
 (name of owner)

.....
 (address of owner)

[Form 3 amended in Gazette 29 Apr 2005 p. 1775.]

FORM 4

RESIDENTIAL TENANCIES ACT 1987

Schedule 1, clauses 5(1)(a) and 7(1)(a) and (3)(a)

JOINT APPLICATION FOR DISPOSAL OF SECURITY BOND

Reference.....

IMPORTANT — Do not sign this form until you have read the information on the reverse of the form.

- A. THE DATE ON WHICH THE RESIDENTIAL TENANCY AGREEMENT ENDED.....
- B. ADDRESS OF RENTED PREMISES
.....
.....
.....
(Suburb) (Postcode)
- C. FULL NAME AND NEW POSTAL ADDRESS OF TENANT(S) TO WHOM REFUND SHOULD BE PAID (IF APPLICABLE)
- | Family Name | Given Name | Initial |
|-------------|------------|---------|
| | | |
| | | |
| | | |
| | | |
- New address
.....
.....
.....
(Suburb) (Postcode)
- Business Ph. No. Private Ph. No.
- D. FULL NAME AND ADDRESS OF OWNER(S)/AGENT TO WHOM REFUND SHOULD BE PAID (IF APPLICABLE)
- | Family Name/
Agent's Business Name | Given Name
(If applicable) | Initial
(If applicable) |
|---------------------------------------|-------------------------------|----------------------------|
| | | |
| | | |
| | | |
| | | |

Address

.....
.....
.....

(Suburb)

(Postcode)

Business Ph. No. Private Ph. No.

E. APPLICATION FOR REFUND OF SECURITY BOND

PLEASE PAY TENANT(S) \$.....

PLEASE PAY OWNER(S)/AGENT \$.....

PLEASE PAY HOMESWEST
(IF APPLICABLE) \$.....

F. SIGNATURES OF APPLICANTS

Tenant(s)
(Date)

.....
(Date)

.....
(Date)

Owner(s)/
Agent
(Date)

.....
(Date)

SEE OVER FOR IMPORTANT INFORMATION

OFFICE USE ONLY

Examined	Checked	Cheque No.	Amount
----------	---------	------------	--------

FORM 4 — REVERSE
IMPORTANT INFORMATION

Signing the form

Do not sign this form until the tenancy has ended and Part E has been completed.

If you are a tenant do not sign this form unless you agree that the amount of the security bond should be disposed of in accordance with Part E as completed.

If you cannot agree on the amounts payable you may need to make an application to the court for a determination on how the security bond is to be disposed of.

All parties to the residential tenancy agreement are required to sign this form.

Changes to the form

Any change to this form must be verified by the full signature of each party to the residential tenancy agreement.

Payment of security bond

Cheques will be drawn payable to the parties in accordance with this application.

If tenants require separate cheques, a written authority must be received from each tenant stating the amount that each of the tenants is to receive.

**SEEK ADVICE IMMEDIATELY IF YOU NEED MORE
INFORMATION**

[Form 4 inserted in Gazette 25 Jun 1996 p. 2915-17.]

FORM 5

MAGISTRATES COURT REGISTRY Ph: Fax:	<i>Residential Tenancies Act 1987</i> Schedule 1 clause 8(3) and (4) NOTICE OF INTENTION TO DISPUTE APPLICATION FOR DISPOSAL OF BOND MONEY	Case number: Date lodged:
--	---	--

APPLICANT (S) Tick [✓] a box <input type="checkbox"/> Owner <input type="checkbox"/> Tenant	Name(s):	
	Address:	Postcode: Daytime telephone:

RESPONDENT (S) Tick [✓] a box <input type="checkbox"/> Owner <input type="checkbox"/> Tenant	Name(s):	
	Address:	Postcode: Daytime telephone:

TAKE NOTICE that I intend to dispute this application for the following reasons:

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

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

[Form 5 inserted in Gazette 29 Apr 2005 p. 1775-6.]

FORM 6

<i>Residential Tenancies Act 1987</i> Infringement notice		Infringement notice no.
Alleged offender	Name: Family name _____	
	Given names _____	
	or Company name _____	
	ACN _____	
Address _____		Postcode _____
Alleged offence	Description of offence _____	
	<i>Residential Tenancies Act 1987 s.</i>	
	<i>Residential Tenancies Regulations 1989 r.</i>	
	Date / /20	Time a.m./p.m.
Modified penalty \$ _____		
Officer 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.</p> <p>If you do not want to be prosecuted in court for the offence, pay the modified penalty within 28 days after the date of this notice.</p> <p>How to pay</p> <p style="margin-left: 40px;">By post: Send a cheque or money order (payable to ‘Approved Officer — <i>Residential Tenancies Act 1987</i>’) to: Approved Officer — <i>Residential Tenancies Act 1987</i> Department of Commerce Locked Bag 14 Cloisters Square Perth WA 6850</p> <p style="margin-left: 40px;">In person: Pay the cashier at: Department of Commerce 219 St George’s Terrace, Perth WA</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 your driver’s licence and/or vehicle licence may be suspended.</p>	

	<p>If you need more time to pay the modified penalty, you can apply for an extension of time by writing to the Approved Officer at the above postal address.</p> <p>If you want this matter to be dealt with by prosecution in court, sign here _____ and post this notice to the Approved Officer at the above postal address within 28 days after the date of this notice.</p>
--	--

[Form 6 inserted in Gazette 22 Sep 2006 p. 4128; amended in Gazette 24 May 2011 p. 1895.]

FORM 7

<i>Residential Tenancies Act 1987</i> 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 s.</i> <i>Residential Tenancies Regulations 1989 r.</i>	
	Date / /20 Time a.m./p.m.	
Officer withdrawing notice	Name _____	
	Signature _____	
	Office _____	
Date	Date of withdrawal / /20	
Withdrawal of infringement notice <i>[*delete whichever is not applicable]</i>	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: Approved Officer — <i>Residential Tenancies Act 1987</i> Department of Commerce Locked Bag 14 Cloisters Square Perth WA 6850 Signature _____ / /20	

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

Schedule 5 — Prescribed offences and modified penalties

[r. 20]

[Heading inserted in Gazette 22 Sep 2006 p. 4129.]

Offences under <i>Residential Tenancies Act 1987</i>		Modified penalty
s. 27(1)	Charging unauthorised letting fee	\$200
s. 28(1)	Requiring more than 2 weeks rent during first 2 weeks of tenancy	\$200
s. 28(2)	Requiring rent in advance	\$200
s. 29(1)(a)	Requiring more than one security bond	\$200
s. 29(1)(b)	Requiring security bond of more than 4 weeks rent plus pet bond (if applicable)	\$200
s. 29(4)(a)	Failing to give receipt for security bond	\$800
s. 29(4)(b)	Failing to pay security bond to administrator or authorised financial institution	\$800
s. 29(4)(c)	Failing to keep records of security bonds	\$800
s. 29(4)(d)	Failing to give copy of bond record to payee	\$800
s. 33(1)	Failing to give receipt for rent	\$200
s. 34(1)	Failing to keep records of rent received	\$200
s. 45(2)	Owner or tenant changing locks without consent ...	\$800
s. 45(3)	Agent changing locks without consent	\$800
s. 51(1)	Failing to notify tenant of owner's details	\$200
s. 51(3)	Failing to notify tenant of change of ownership	\$200
s. 51(4)	Failing to notify tenant of change of owner's details	\$200
s. 53(1)	Giving false name or place of occupation	\$200
s. 53(2)	Failing to notify owner of change of place of occupation	\$200
s. 53(3)	Failing to provide forwarding address on vacating premises	\$200

Offences under <i>Residential Tenancies Act 1987</i>		Modified penalty
s. 54(1)(a)	Failing to give tenant copy of lease	\$200
s. 54(1)(b)	Failing to give tenant copy of executed lease	\$200
s. 63(3)	Giving notice of termination on false grounds	\$400
s. 80	Entering leased premises to recover possession without court order	\$800
Sch 1 cl. 7(2)	Failing to repay bond when required	\$200

Offences under <i>Residential Tenancies Regulations 1989</i>		Modified penalty
r. 14(2)	Failing to give 'Information to Tenant' notice	\$20

[Schedule 5 inserted in Gazette 22 Sep 2006 p. 4129-30; amended in Gazette 30 Mar 2007 p. 1452.]

Notes

- ¹ This is a compilation of the *Residential Tenancies Regulations 1989* and includes the amendments made by the other written laws referred to in the following table [1a](#). The table also contains information about any reprint.

Compilation table

Citation	Gazettal	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	Gazettal	Commencement
<i>Residential Tenancies Amendment Regulations 1995</i>	16 Jun 1995 p. 2318	16 Jun 1995
Reprint of the <i>Residential Tenancies Regulations 1989</i> 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 <i>Residential Tenancies Regulations 1989</i> 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 <i>Residential Tenancies Regulations 1989</i> 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))

^{1a} [On the date as at which this compilation was prepared, provisions referred to in the following table had not come into operation and were therefore not included in this compilation. For the text of the provisions see the endnotes referred to in the table.](#)

Provisions that have not come into operation

<u>Citation</u>	<u>Gazettal</u>	<u>Commencement</u>
<u><i>Residential Tenancies Amendment Regulations 2013</i> r. 3-35 ³</u>	<u>3 May 2013</u> <u>p. 1737-835</u>	<u>1 Jul 2013 (see r. 2(b) and</u> <u>Gazette 3 May 2013 p. 1735)</u>

² 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*.

³ On the date as at which this compilation was prepared, the *Residential Tenancies Amendment Regulations 2013* r. 3-35 had not come into operation. They read as follows:

3. Regulations amended

These regulations amend the *Residential Tenancies Regulations 1989*.

4. Part 1 heading inserted

Before regulation 1 insert:

Part 1 — Preliminary

5. Regulation 2A deleted and regulation 3A inserted

Delete regulation 2A and insert:

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).

6. Part 2 heading inserted

Before regulation 3 insert:

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

7. Regulations 5AA to 5AD inserted

After regulation 5 insert:

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

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

(ba) a person who is —

(i) an employee of, or acting on behalf of, the property manager of the premises the subject of the proceedings; and

(ii) registered as a sales representative under the Real Estate and Business Agents Act 1978;

or

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

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

(a) a residential tenancy agreement in relation to premises to which a housing management agreement applies;

(b) a residential tenancy agreement if —

(i) the Housing Authority is a party to the agreement; and

(ii) the agreement provides that, or is deemed to contain a provision to the effect that, the tenant may sub-let the premises; and

- (iii) the agreement is entered into by the Housing Authority on the basis that the premises will be sub-let.

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

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

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

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

- (1) In this regulation —

person of Aboriginal descent has the meaning given in the *Aboriginal Affairs Planning Authority Act 1972* section 4.

- (2) This regulation applies if the Housing Authority is the lessor of residential premises (the *premises*) that are located more than 100 km from the nearest office of the Housing Authority.

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

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

28 days.

- (b) after subsection (4) insert:

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

- (a) of weather conditions or road closure; or

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

8. Regulation 5A amended

- (1) Before regulation 5A(1) insert:
- (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.
- (2) In regulation 5A(1) delete “sections 29(4)(b) and 33” and insert:
- section 33
- (3) Delete regulation 5A(2) and insert:
- (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.

9. Regulation 5B amended

- (1) Delete regulation 5B(1) and insert:
- (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*.

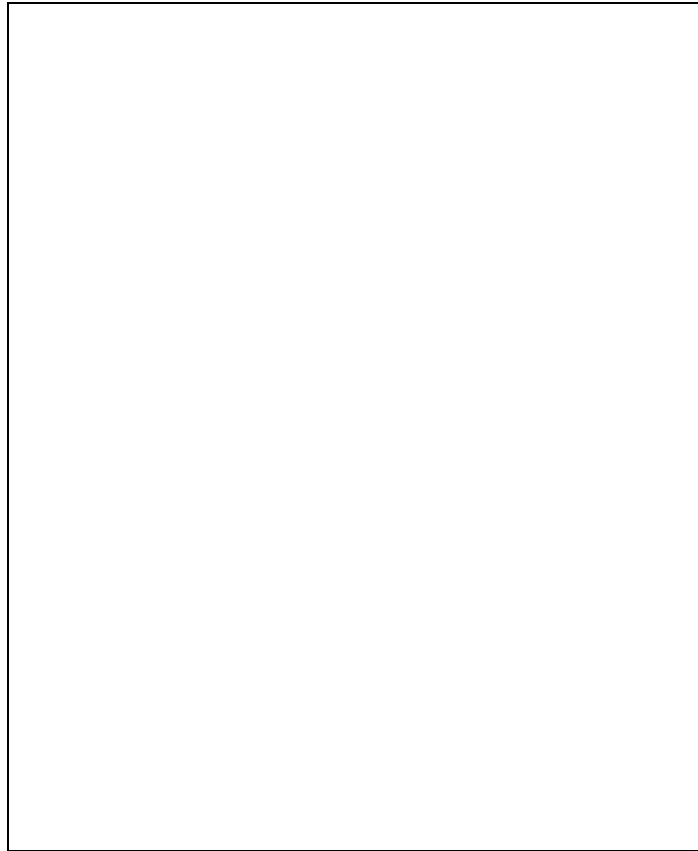
Table

<u>The Electricity Generation Corporation</u>
<u>The Electricity Networks Corporation</u>

[The](#)

[The](#)

The



(2) In regulation 5B(3) in the Table delete “The Agriculture Protection Board of Western Australia”.

(3) In regulation 5B(4)(a) delete “owner” and insert:

lessor

10. Regulation 5CA inserted

After regulation 5B insert:

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

(1) This regulation applies to a residential tenancy agreement that —
(a) creates a tenancy for a fixed term; and

(b) was entered into before the day on which the *Residential Tenancies Amendment Act 2011* section 27(2) comes into operation.

(2) Under section 6(a) of the Act it is provided that section 30(2)(a) of the Act shall apply to a residential tenancy agreement as if it were modified by deleting “the amount of the increase, or the method of calculating the amount of the increase, is set out in the agreement; and” and inserting:

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

11. Regulation 5C replaced

Delete regulation 5C and insert:

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

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

(a) an employer grants to an employee a right to occupy premises; and

(b) employment with that employer is a condition of the employee having that right; and

(c) the employee receives a pay slip or salary advice detailing the rent component deducted from the salary or wage; and

(d) the method of payment of rent under the agreement is by direct deduction of the employee’s salary or wage by the employer.

12. Regulation 5E deleted and regulations 6 to 7G inserted

Delete regulation 5E and insert:

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

(1) This regulation applies to a residential tenancy agreement —

(a) under which the Housing Authority is the lessor; and

- (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 —

7A. Modified application of section 45 of the Act

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

secure; and

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

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

written consent.

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

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

(2) Under section 6(a) of the Act it is provided that section 60 of the Act shall apply to a residential tenancy agreement as if it were modified by deleting paragraph (b) and inserting:

(b) in the case of a tenancy for a fixed term, where the term expires and —

(i) the tenant delivers up vacant possession of the premises on or after the expiration of the term; or

(ii) a competent court, upon application by the lessor, terminates the agreement under section 72;

7D. Exemption from section 70A of the Act

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

7E. Modified application of section 72 of the Act

(1) This regulation applies to a residential tenancy agreement that creates a tenancy for a fixed term expiring on or before the day

that is 30 days after the day on which the *Residential Tenancies Amendment Act 2011* section 71(1) comes into operation.

(2) Under section 6(a) of the Act it is provided that section 72 of the Act shall apply to a residential tenancy agreement as if it were modified by deleting subsections (1A) and (1) and inserting:

(1) If an agreement creates a tenancy for a fixed term and the tenant fails to deliver up possession of the premises on or after the expiration of the term, the lessor may, within 30 days after the expiration of the term, apply to a competent court for an order terminating the agreement and an order for possession of the premises.

7F. Exemption from section 82 of the Act

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

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

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

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

7 years

13. Part 3 heading inserted

Before regulation 7 insert:

Part 3 — Other matters

14. Regulation 7 amended

In regulation 7(1):

(a) before paragraph (a) insert:

(aa) an application under section 59D(4) of the Act;

(b) after paragraph (a) insert:

(ba) an application under section 76B(1) of the Act;

(c) after paragraph (b) insert:

(ca) an application under section 78A(1) of the Act;

(cb) an application under section 78B(1) of the Act;

(d) after paragraph (d) insert:

(ea) an application under section 80A(8) of the Act;

15. Regulations 10AA to 10AD inserted

After regulation 10 insert:

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

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

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

(b) if the agreement is a social housing tenancy agreement — Schedule 4 Form 1AB.

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

For the purposes of section 27B of the Act —

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

(b) in any other case — the information set out in Schedule 4 Form 1AD is prescribed.

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

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

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

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

Table

<u>Where the weekly rent under the residential tenancy agreement is \$500 or less</u>	<u>\$50</u>
<u>Where the weekly rent under the residential tenancy agreement exceeds \$500</u>	

	W
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16. Regulation 11 amended

In regulation 11 delete “section 29(2)(a)” and insert:

section 29(2)

Note: The heading to amended regulation 11 is to read:
Amount prescribed for section 29(2) of the Act

17. Regulation 11A deleted and regulations 12A to 12C inserted

Delete regulation 11A and insert:

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

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

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

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

(1) In this regulation —

AS 5039-2008 means Australian Standard AS 5039-2008 (*Security screen doors and security window grilles*), or any subsequent version of, or amendments to, that standard, published by Standards Australia;

deadlock has the meaning given in Australian Standard AS 4145.1-2008 (*Locks and hardware for doors and windows* —

Glossary of terms and rating systems), or any subsequent version of, or amendments to, that standard, published by Standards Australia.

- (2) The things set out in this regulation are prescribed for the purposes of section 45(a) of the Act as means to ensure that residential premises are reasonably secure.
- (3) Each external door to residential premises must be fitted with —

 - (a) if it is the main entry door to the premises —

 - (i) a deadlock; or
 - (ii) a key lockable security screen door that complies with AS 5039-2008;
 - (b) if it is not the main entry door to the premises —

 - (i) a dead lock or, if a dead lock cannot be fitted, a patio bolt lock; or
 - (ii) a key lockable security screen door that complies with AS 5039-2008.
- (4) Subregulation (3) does not apply to a door to a balcony if there is no access to the balcony except from inside the residential premises.
- (5) Each exterior window of residential premises must be fitted with a lock, whether or not a key lock, that prevents the window from being opened from outside the premises unless the window —

 - (a) is on, or above, the second floor of a building and is not easily accessible from outside the premises; or
 - (b) is fitted with a security window grille that complies with AS 5039-2008.
- (6) Residential premises must have an electrical light fitted to or near the exterior of the premises that —

 - (a) is capable of illuminating the main entry to the premises; and
 - (b) is operable from inside the premises.
- (7) Subregulation (6) does not apply to residential premises to which the provisions of the *Strata Titles Act 1985* apply if the strata company relating to the premises provides and maintains adequate lighting, outside of daylight hours, to the main entry to the premises.

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

For the purposes of the definition of *social housing tenancy agreement* in section 71A of the Act, each of the following

residential tenancy agreements is prescribed as an agreement that is not a social housing tenancy agreement —

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

18. Regulation 12 amended

In regulation 12:

- (a) delete “an owner” and insert:

a lessor
- (b) in paragraph (a) delete “the owner:” and insert:

the lessor;
- (c) in paragraph (d) delete “the owner” and insert:

the lessor

Note: The heading to amended regulation 12 is to read:
Information prescribed for section 79(10) of the Act

19. Regulation 13 inserted

After regulation 12 insert:

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.

20. Regulation 14 replaced

Delete regulation 14 and insert:

14. Matters prescribed for section 94 of the Act

- (1) In this regulation —
 - relevant bank accepted bills rate* means the 30 day bank accepted bills rate as published in Table F.1 of the “Reserve Bank of Australia Bulletin” for the month that is 2 months before the month in respect of which the interest is to be paid.
 - For example: the relevant bank accepted bills rate for May is the 30 day bank accepted bills rate for March.
- (2) For the purposes of section 94(2)(a) of the Act, the interest rate is 70% of the relevant bank accepted bills rate calculated on a daily basis.
- (3) For the purposes of section 94(2)(b) of the Act —
 - (a) interest is to be paid within 5 working days after the end of each month; and
 - (b) the day on which a security bond or part of a security bond is paid to the tenant or the lessor is prescribed as the time for payment, to the person who paid the bond, of the amount representing interest above the prescribed rate.

21. Regulation 16 deleted

Delete regulation 16.

22. Regulations 19 and 20 deleted

Delete regulations 19 and 20.

23. Schedule 2 deleted

Delete Schedule 2.

24. Schedule 4 heading replaced

Delete the heading to Schedule 4 and the reference after it and insert:

Schedule 4 — Forms

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

25. Schedule 4 Form 1 replaced

Delete Schedule 4 Form 1 and insert:

FORM 1AA

RESIDENTIAL TENANCIES ACT 1987

Section 27A

RESIDENTIAL TENANCY AGREEMENT

PART A

This agreement is made between:

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

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

Lessor's property manager

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

TERM OF AGREEMENT

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

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

(* delete as appropriate)

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

RESIDENTIAL PREMISES

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

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

MAXIMUM NUMBER OF OCCUPANTS

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

RENT

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

(* delete as appropriate)

The method by which the rent must be paid is:

- (a) by cash or cheque; or
- (b) into the following account or any other account nominated by the lessor:
BSB number:
account number:
account name:
payment reference:
or
- (c) as follows:

SECURITY BOND

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

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

RENT INCREASE

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

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

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

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

WATER SERVICES

Is scheme water connected to the premises? Yes ☐/No ☐

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

WATER USAGE COSTS (SCHEME WATER)

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

PERMISSION TO CONTACT THE WATER SERVICES PROVIDER

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

ELECTRICITY, GAS AND OTHER UTILITIES

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

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

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

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

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

STRATA BY-LAWS

Strata by-laws ARE/ARE NOT* (* delete as appropriate) applicable to the residential premises. A copy of the by-laws are attached:
Yes ☐/No ☐

PETS

The pets listed below may be kept at the premises:

RIGHT OF TENANT TO ASSIGN OR SUB-LET

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

(delete as appropriate)*

RIGHT OF TENANT TO AFFIX AND REMOVE FIXTURES

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

(delete as appropriate)*

PROPERTY CONDITION REPORTS

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

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

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

PART B

STANDARD TERMS APPLICABLE TO ALL RESIDENTIAL TENANCY AGREEMENTS

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

RIGHT TO OCCUPY THE PREMISES

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

COPY OF AGREEMENT

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

RENT

3. The tenant must pay rent on time or the lessor may issue a notice of termination and, if the rent is still not paid in full, the lessor may take action through the court to evict the tenant.
4. The tenant must not withhold rent because the tenant is of the view that the lessor is in breach of the agreement.
5. The lessor or property manager must not:
 - 5.1 require the tenant to pay more than 2 weeks rent in advance; or
 - 5.2 require the tenant to pay rent by post-dated cheque; or
 - 5.3 use rent paid by the tenant for the purpose of any amount payable by the tenant other than rent; or
 - 5.4 require the tenant to pay any monetary amount other than rent, security bond and pet bond.
6. The lessor or property manager must give a rent receipt to the tenant within 3 days of the rent being paid unless the rent is paid into an authorised bank or credit union account nominated by the lessor.
7. A tenancy agreement cannot contain a provision for a penalty, damages or extra payment if the tenant fails to keep to the agreement or breaches any law. If an agreement allows a reduced rent or a rebate, refund or other benefit if the tenant does not breach the agreement, the tenant is entitled to the reduction, rebate, refund or other benefit in any event.
8. **Warning:** it is an offence for a tenant to fail or refuse to pay any rent due under a residential tenancy agreement with the intention that the amount of such rent be recovered by the lessor from the tenant's security bond.

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

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

PUBLIC UTILITY SERVICES

10. Public utility services has the meaning given in the *Land Administration Act 1997* and refers to services such as gas, electricity and water.
11. If the premises are not separately metered to measure the tenant's consumption of a public utility service at the premises and the tenant is expected to pay for his or her consumption of the public utility service, the lessor and tenant must agree in writing an alternative method of calculating the charge to be paid by the tenant for the consumption of that public utility service.
12. The tenant must not be required to pay a charge in relation to a public utility service provided to the premises unless the charge is calculated by reference to the tenant's actual consumption of the public utility service at the premises and the tenant is given written notice of the charge.
13. If the premises are separately metered, the notice of the charge must specify:
- 13.1 the relevant meter reading or readings; and
 - 13.2 the charge per metered unit; and
 - 13.3 the amount of GST payable in respect of the provision of the public utility service to the residential premises.
14. If the premises are not separately metered, the notice of the charge must specify:
- 14.1 the calculation as per the agreed method; and
 - 14.2 the amount of GST payable in respect of the provision of the public utility service to the residential premises.

POSSESSION OF THE PREMISES

15. The lessor must:
- 15.1 give the tenant vacant possession of the premises on the day on which the tenant is entitled to enter into occupation of the premises under the agreement; and

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

TENANT'S RIGHT TO QUIET ENJOYMENT

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

USE OF THE PREMISES BY TENANT

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

LESSOR'S GENERAL OBLIGATIONS FOR RESIDENTIAL PREMISES

20. In this clause, *premises* includes fixtures and chattels provided with the premises but does not include:
- 20.1 any fixture or chattel disclosed by the lessor to the tenant as not functioning before the agreement was entered into; or

- 20.2 any other fixture or chattel that the tenant could not reasonably have expected to be functioning at the time the agreement was entered into.
- 21. The lessor must:
 - 21.1 provide vacant possession of the premises and in a reasonable state of cleanliness and repair; and
 - 21.2 maintain and repair the premises in a timely manner; and
 - 21.3 comply with all laws affecting the premises including building, health and safety laws.

URGENT REPAIRS

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

- 23.4 if a tenant arranges for repairs to be carried out under clause 23.3, the lessor must, as soon as practicable after the repairs are carried out, reimburse the tenant for any reasonable expense incurred by the tenant in arranging for those repairs to be carried out and paying for those repairs.

LESSOR'S ACCESS TO THE PREMISES

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

REASONABLE TIME

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

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

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

REQUIREMENT TO GIVE TENANT NOTICE OF PROPOSED ENTRY

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

TENANT ENTITLED TO BE PRESENT

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

ENTRY MUST BE REASONABLE AND NO LONGER THAN NECESSARY

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

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

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

ALTERATIONS AND ADDITIONS TO THE PREMISES

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

compensate the lessor for any reasonable expenses incurred by the lessor in repairing the damage; and

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

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

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

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

LOCKS AND SECURITY DEVICES

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

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

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

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

TRANSFER OF TENANCY OR SUB-LETTING BY TENANT

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

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

35.2 the lessor must not unreasonably withhold such consent; and

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

CONTRACTING OUT

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

ENDING THE RESIDENTIAL TENANCY AGREEMENT

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

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

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

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

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

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

ENDING A FIXED TERM AGREEMENT

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

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

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

ENDING A PERIODIC AGREEMENT

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

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

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

OTHER GROUNDS FOR ENDING AGREEMENT

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

SECURITY BOND

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

TENANCY DATABASES

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

ADVICE, COMPLAINTS AND DISPUTES

DEPARTMENT OF COMMERCE

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

IF A DISPUTE CANNOT BE RESOLVED

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

PART C

IMPORTANT INFORMATION

Additional terms may be included in this agreement if:

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

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

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

ADDITIONAL TERMS:

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

SIGNED BY THE LESSOR/PROPERTY MANAGER

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

Date:

in the presence of:

.....
[Name of witness]

.....
[Signature of witness]

SIGNED BY THE TENANT

.....
[Signature of tenant]

Date:

in the presence of:

.....
[Name of witness]

.....
[Signature of witness]

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

FORM 1AB

RESIDENTIAL TENANCIES ACT 1987

Section 27A

**SOCIAL HOUSING RESIDENTIAL
TENANCY AGREEMENT**

PART A

This agreement is made between:

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

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

TERM OF AGREEMENT

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

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

(* delete as appropriate)

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

RESIDENTIAL PREMISES

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

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

MAXIMUM AND MINIMUM NUMBER OF OCCUPANTS

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

RENT

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

(* delete as appropriate)

The method by which the rent must be paid is:

(a) by cash or cheque; or

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

BSB number:

account number:

_____ account name:

_____ payment reference:

_____ or

(c) _____ as follows:

SECURITY BOND

* No security bond or pet bond is payable.

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

_____ (* delete as appropriate)

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

RENT INCREASE

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

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

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

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

WATER SERVICES

Is scheme water connected to the premises? Yes ☐/No ☐

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

WATER USAGE COSTS (SCHEME WATER)

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

PERMISSION TO CONTACT THE WATER SERVICES PROVIDER

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

concessions available to the tenant or supply faults at the premises?

Yes ☐/No ☐

ELECTRICITY, GAS AND OTHER UTILITIES

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

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

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

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

- Electricity: [insert method of calculation]
- Gas: [insert method of calculation]
- Water: [insert method of calculation]

STRATA BY-LAWS

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

Yes ☐/No ☐

PETS

The pets listed below may be kept at the premises:

RIGHT OF TENANT TO ASSIGN OR SUB-LET

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

(delete as appropriate)*

RIGHT OF TENANT TO AFFIX AND REMOVE FIXTURES

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

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

(delete as appropriate)*

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

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

PROPERTY CONDITION REPORTS

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

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

A final property condition report must be completed by or on behalf of the lessor and provided to the tenant within:

* 14 days of the tenant vacating the premises.

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

(delete as appropriate)*

The tenant must be given a reasonable opportunity to be present at the final inspection.

PART B

STANDARD TERMS APPLICABLE TO ALL SOCIAL HOUSING TENANCY AGREEMENTS

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

RIGHT TO OCCUPY THE PREMISES

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

TENANT’S ELIGIBILITY TO RESIDE IN SOCIAL HOUSING PREMISES

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

COPY OF AGREEMENT

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

RENT

6. The tenant must pay rent on time or the lessor may issue a notice of termination and, if the rent is still not paid in full, the lessor may take action through the court to evict the tenant.
7. The tenant must not withhold rent because the tenant is of the view that the lessor is in breach of the agreement.
8. The lessor or property manager must not:
 - 8.1 require the tenant to pay more than 2 weeks rent in advance; or
 - 8.2 require the tenant to pay rent by post-dated cheque; or
 - 8.3 use rent paid by the tenant for the purpose of any amount payable by the tenant other than rent; or
 - 8.4 require the tenant to pay any monetary amount for or in relation to a residential tenancy agreement other than rent, security bond and pet bond.

9. A tenancy agreement cannot contain a provision for a penalty, damages or extra payment if the tenant fails to keep the agreement or breaches any law. If an agreement allows a reduced rent or a rebate, a refund or other benefit if the tenant does not breach the agreement, the tenant is entitled to the reduction, rebate, refund or other benefit in any event.
10. Warning: It is an offence for a tenant to fail or refuse to pay any rent due under a residential tenancy agreement with the intention that the amount of such rent be recovered by the lessor from the tenant's security bond.

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

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

PUBLIC UTILITY SERVICES

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

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

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

16.1 the calculation as per the agreed method; and

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

POSSESSION OF THE PREMISES

17. The lessor must:

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

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

TENANT'S RIGHT TO QUIET ENJOYMENT

18. The tenant is entitled to quiet enjoyment of the premises without interruption by the lessor or any person claiming by, through or under the lessor or having superior title to that of the lessor.

19. The lessor or the property manager will not interfere with, or cause or permit any interference with, the reasonable peace, comfort or privacy of the tenant in the use of the premises. The lessor or the property manager must also take all reasonable steps to ensure that the lessor's other neighbouring tenants do not interfere with the reasonable peace, comfort or privacy of the tenant in the use of the premises.

USE OF THE PREMISES BY TENANT

20. The tenant must:

20.1 use the premises as a place of residence; and

20.2 not use or allow the premises to be used for any illegal purpose; and

20.3 not cause or permit a nuisance; and

20.4 not cause, or permit to be caused, an interference with the reasonable peace, comfort or privacy of a person residing in the immediate vicinity of the premises; and

20.5 not intentionally or negligently cause or permit damage to the residential premises; and

- 20.6 advise the lessor or property manager as soon as practicable if any damage occurs; and
- 20.7 keep the premises in a reasonable state of cleanliness; and
- 20.8 not cause or allow to be caused injury to the lessor, property manager or any person lawfully on adjacent premises; and
- 20.9 not allow anyone who is lawfully at the premises to breach the terms of this agreement.
- 21. The tenant is responsible for the conduct or omission of any person lawfully on the premises that results in a breach of the agreement.

LESSOR'S GENERAL OBLIGATIONS FOR RESIDENTIAL PREMISES

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

URGENT REPAIRS

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

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

LESSOR'S ACCESS TO THE PREMISES

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

period of 21 days preceding the termination of the agreement, after giving the tenant reasonable notice in writing;

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

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

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

REASONABLE TIME

28. *Reasonable time* means:

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

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

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

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

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

REQUIREMENT TO GIVE TENANT NOTICE OF PROPOSED ENTRY

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

TENANT ENTITLED TO BE PRESENT

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

ENTRY MUST BE REASONABLE AND NO LONGER THAN NECESSARY

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

32.1 must do so in a reasonable manner; and

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

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

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

ALTERATIONS AND ADDITIONS TO THE PREMISES

34. If the tenancy agreement in Part A allows the tenant to affix a fixture or make a renovation, alteration or addition to the premises, then:
- 34.1 the tenant must obtain written permission from the lessor prior to affixing any fixture or making any renovation, alteration or addition to the premises; and
- 34.2 the tenant must obtain written permission from the lessor to remove any fixture attached by the tenant; and
- 34.3 notify the lessor of any damage caused by removing any fixture and, at the option of the lessor, repair the damage or compensate the lessor for any reasonable expenses incurred by the lessor in repairing the damage; and
- 34.4 the lessor must not unreasonably refuse permission for the installation of a fixture or an alteration, addition or renovation by the tenant.
35. If the lessor wants to make an alteration or addition or affix a fixture to the premises, then:
- 35.1 the lessor must obtain the tenant's permission prior to affixing any fixture or making any renovation, alteration or addition to the premises; and
- 35.2 the tenant must not unreasonably refuse permission for the lessor to affix any fixture or make any renovation, alteration or addition to the premises.

LOCKS AND SECURITY DEVICES

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

TRANSFER OF TENANCY OR SUB-LETTING BY TENANT

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

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

37.2 the lessor must not unreasonably withhold such consent; and

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

CONTRACTING OUT

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

ENDING THE RESIDENTIAL TENANCY AGREEMENT

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

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

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

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

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

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

ENDING A FIXED TERM AGREEMENT

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

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

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

ENDING A PERIODIC AGREEMENT

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

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

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

OBJECTIONABLE BEHAVIOUR

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

- 44.1 uses or allows the premises to be used for any illegal purpose;
or
44.2 causes or permits a nuisance; or
44.3 causes, or permits to be caused, an interference with the reasonable peace, comfort or privacy of a person residing in the immediate vicinity of the premises.

TENANT IS NO LONGER ELIGIBLE FOR SOCIAL HOUSING PREMISES

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

TENANT HAS BEEN OFFERED ALTERNATIVE SOCIAL HOUSING PREMISES

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

OTHER GROUNDS FOR ENDING AGREEMENT

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

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

49. **Warning:**

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

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

SECURITY BOND

50. [If a security bond is required, it may be paid by instalments, and is to be held by the Bond Administrator.](#)

51. [The lessor agrees that where the lessor or the property manager applies to the Bond Administrator for the release of the security bond at the end of the tenancy, the lessor or property manager will provide the tenant with evidence to support the amount claimed.](#)

52. [The Bond Administrator can only release the security bond when it receives either:](#)

52.1 [a Joint Application for Disposal of Security Bond form signed by all the parties to the tenancy agreement; or](#)

52.2 [an order of the court.](#)

53. [If the parties cannot agree on how the security bond is to be dispersed, either party can apply to the Magistrates Court to have the dispute decided.](#)

54. [Warning: It is an offence for a lessor or a property manager to require a tenant to sign a Joint Application for Disposal of Security Bond form unless the residential tenancy agreement has terminated and the amount of the security bond to be paid to the tenant or lessor is stipulated on the form.](#)

ADVICE, COMPLAINTS AND DISPUTES

DEPARTMENT OF COMMERCE

55. [The *Residential Tenancies Act 1987* allows the Commissioner for Consumer Protection to give advice to parties to a residential tenancy agreement, to look into complaints and, wherever possible, help to settle them. Parties may contact the Department of Commerce on 1300 30 40 54 or visit one of the Department's offices.](#)

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

IF A DISPUTE CANNOT BE RESOLVED

57. If a dispute arises between the lessor and the tenant and the dispute cannot be resolved, either party may apply to the Magistrates Court to have the dispute decided by the court. The court can make a range of orders, including:

57.1 restraining any action in breach of the agreement; and

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

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

57.4 order the payment of compensation for loss or injury.

PART C

IMPORTANT INFORMATION

Additional terms may be included in this agreement if:

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

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

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

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

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

ADDITIONAL TERMS:

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

SIGNED BY THE LESSOR/PROPERTY MANAGER

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

Date:

in the presence of:

.....
[Name of witness]

.....
[Signature of witness]

SIGNED BY THE TENANT

.....
[Signature of tenant]

Date:

in the presence of:

.....
[Name of witness]

.....
[Signature of witness]

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

FORM 1AC

RESIDENTIAL TENANCIES ACT 1987

Section 27B

INFORMATION FOR TENANT

WHAT YOU MUST KNOW ABOUT YOUR TENANCY

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

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

UPFRONT COSTS

You are not required to pay:

- more than 2 weeks rent in advance (see “ESSENTIALS FOR
TENANTS” below for more information)
- more than 4 weeks rent as a security bond (if the rent is less than
\$1 200 per week)

- [more than \\$260 for a pet bond \(if you are allowed to keep a pet on the premises\)](#)
- [any other amount.](#)

ESSENTIALS FOR TENANTS

[Follow these useful tips and pieces of information to help avoid problems while you are renting:](#)

- [If you have paid a security bond, you should receive a Record of Payment of Security Bond \(*record of payment*\) when the bond is lodged with the Bond Administrator at the Department of Commerce. If you do not receive the record of payment within 4 weeks of paying the bond, contact the Consumer Protection Advice Line on 1300 30 40 54 to make sure it has been lodged correctly. The record of payment will also advise you of your Rental Bond Reference Number.](#)
- [If you do not agree with the property condition report, mark your concerns on the report and return it to the lessor. The property condition report is an important piece of evidence. If you do not take the time to complete it accurately, money could be taken out of your bond to pay for damage that was already there when you moved in.](#)
- [If you paid an option fee, it should be applied to your rent or returned to you.](#)
- [The lessor cannot require you to pay more than 2 weeks rent in advance at any time during the tenancy agreement. However, at any time during the tenancy agreement, you can choose to pay more.](#)
- [Never stop paying your rent, even if the lessor is not complying with their side of the agreement \(e.g. by failing to do repairs\) — you could end up being evicted if you stop paying rent.](#)
- [You must not stop paying rent with the intention that the lessor will take the rent from the security bond.](#)
- [You or the lessor will need to give notice in writing before ending the tenancy agreement \(see “ENDING THE RESIDENTIAL TENANCY AGREEMENT” in your residential tenancy agreement\).](#)
- [On the day your tenancy agreement ends, you must give vacant possession of the premises to the lessor \(this includes handing over the keys to the lessor or the property manager\). You may be liable to pay damages to the lessor if you do not vacate on time.](#)
- [If the property has a pool or garden, be clear about what the lessor expects you to do to maintain them.](#)

- Be careful with what you sign relating to your tenancy, and do not let anybody rush you. Never sign a blank form, such as a claim for refund of bond.
- Keep a copy of your property condition report, rent receipts, bond receipt, record of payment of bond and copies of letters/emails you send or receive in a designated tenancy file or folder. Keep it somewhere you can easily find it.
- You must provide a forwarding address to the lessor or the property manager of the premises when you leave the premises. It is an offence not to do so.

COMPLAINTS AND DISPUTES

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

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

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

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

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

FURTHER INFORMATION

CONSUMER PROTECTION DIVISION, DEPARTMENT OF COMMERCE

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

General Advice Line: 1300 30 40 54

Email: consumer@commerce.wa.gov.au

Internet: www.commerce.wa.gov.au/ConsumerProtection

Regional offices:

Goldfields/Esperance: (08) 9026 3250

Great Southern: (08) 9842 8366

Kimberley: (08) 9191 8400

South-West: (08) 9722 2888

North-West: (08) 9185 0900

Mid-West: (08) 9920 9800

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

FORM 1AD

RESIDENTIAL TENANCIES ACT 1987

Section 27B

INFORMATION FOR TENANT WITH NON-WRITTEN RESIDENTIAL TENANCY AGREEMENT

WHAT YOU MUST KNOW ABOUT YOUR TENANCY

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

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

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

UPFRONT COSTS

You are not required to pay:

- more than 2 weeks rent in advance (see “Essentials for tenants” below for more information)
- more than 4 weeks rent as a security bond (if the rent is less than \$1 200 per week)

- more than \$260 for a pet bond (if you are allowed to keep a pet on the premises)
- any other amount.

ESSENTIALS FOR TENANTS

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

- If you have paid a security bond, you should receive a Record of Payment of Security Bond (*record of payment*) when the bond is lodged with the Bond Administrator at the Department of Commerce. If you do not receive the record of payment within 4 weeks of paying the bond, contact the Consumer Protection Advice Line on 1300 30 40 54 to make sure it has been lodged correctly. The record of payment will also advise you of your Rental Bond Reference Number.
- If you do not agree with the property condition report, mark your concerns on the report and return it to the lessor. The property condition report is an important piece of evidence. If you do not take the time to complete it accurately, money could be taken out of your bond to pay for damage that was already there when you moved in.
- If you paid an option fee, it should be applied to your rent or returned to you.
- The lessor cannot require you to pay more than 2 weeks rent in advance at any time during the tenancy agreement. However, at any time during the tenancy agreement, you can choose to pay more.
- Never stop paying your rent, even if the lessor is not complying with their side of the agreement (e.g. by failing to do repairs) — you could end up being evicted if you stop paying rent.
- You must not stop paying rent with the intention that the lessor will take the rent from the security bond.
- You or the lessor will need to give notice in writing before ending the tenancy agreement.
- On the day your tenancy agreement ends, you must give vacant possession of the premises to the lessor (this includes handing over the keys to the lessor or the property manager). You may be liable to pay damages to the lessor if you do not vacate on time.
- If the property has a pool or garden, be clear about what the lessor expects you to do to maintain them.

- Be careful with what you sign relating to your tenancy, and do not let anybody rush you. Never sign a blank form, such as a claim for refund of bond.
- Keep a copy of your property condition report, rent receipts, bond receipt, record of payment of bond and copies of letters/emails you send or receive in a designated tenancy file or folder. Keep it somewhere you can easily find it.
- You must provide a forwarding address to the lessor or the property manager of the premises when you leave the premises. It is an offence not to do so.

COMPLAINTS AND DISPUTES

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

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

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

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

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

FURTHER INFORMATION

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STANDARD TERMS APPLICABLE TO ALL RESIDENTIAL TENANCY AGREEMENTS

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

RIGHT TO OCCUPY THE PREMISES

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

RENT

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

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

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

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

PUBLIC UTILITY SERVICES

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

- 12.2 the charge per metered unit; and
- 12.3 the amount of GST payable in respect of the provision of the public utility service to the residential premises.
- 13. If the premises are not separately metered, the notice of the charge must specify:
 - 13.1 the calculation as per the agreed method; and
 - 13.2 the amount of GST payable in respect of the provision of the public utility service to the residential premises.

POSSESSION OF THE PREMISES

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

TENANT'S RIGHT TO QUIET ENJOYMENT

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

USE OF THE PREMISES BY TENANT

- 17. The tenant must:
 - 17.1 use the premises as a place of residence; and
 - 17.2 not use or allow the premises to be used for any illegal purpose; and
 - 17.3 not cause or permit a nuisance; and
 - 17.4 not intentionally or negligently cause or permit damage to the residential premises; and
 - 17.5 advise the lessor or property manager as soon as practicable if any damage occurs; and
 - 17.6 keep the premises in a reasonable state of cleanliness; and

- 17.7 not cause or allow to be caused injury to the lessor, property manager or any person lawfully on adjacent premises; and
- 17.8 not allow anyone who is lawfully at the premises to breach the terms of this agreement.
18. The tenant is responsible for the conduct or omission of any person lawfully on the premises that results in a breach of the agreement.

LESSOR'S GENERAL OBLIGATIONS FOR RESIDENTIAL PREMISES

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

URGENT REPAIRS

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

- 22.2 the lessor is to ensure that the repairs are carried out by a suitable repairer as soon as practicable after that notification; and
- 22.3 if, within 24 hours (in the case of repairs for the supply or restoration of essential services) or 48 hours (in the case of other urgent repairs), the lessor or property manager cannot be contacted, or, having notified the lessor or property manager of the need for the repairs, the lessor fails to ensure that the repairs will be carried out by a suitable repairer as soon as practicable after that notification, the tenant may arrange for the repairs to be carried out by a suitable repairer to the minimum extent necessary to effect those repairs; and
- 22.4 if a tenant arranges for repairs to be carried out under clause 22.3, the lessor must, as soon as practicable after the repairs are carried out, reimburse the tenant for any reasonable expense incurred by the tenant in arranging for those repairs to be carried out and paying for those repairs.
- Electricity: Yes ☐/No ☐
 - Gas: Yes ☐/No ☐
 - Water: Yes ☐/No ☐
23. The lessor, property manager or person acting on behalf of the lessor, can only enter the premises in the following circumstances:
- 23.1 in any case of emergency;
- 23.2 to conduct up to 4 routine inspections in a 12 month period after giving the tenant at least 7 days, but not more than 14 days, written notice;
- 23.3 where the agreement allows the rent to be collected at the premises where rent is payable not more frequently than once every week;
- 23.4 to inspect and secure the premises if there are reasonable grounds to believe that the premises have been abandoned and the tenant has not responded to a notice from the lessor;
- 23.5 carrying out or inspecting necessary repairs to or maintenance of the premises, at any reasonable time, after giving the tenant not less than 72 hours notice in writing before the proposed entry;
- 23.6 showing the premises to prospective tenants, at any reasonable time and on a reasonable number of occasions during the period of 21 days preceding the termination of the agreement, after giving the tenant reasonable notice in writing;

- 23.7 showing the premises to prospective purchasers, at any reasonable time and on a reasonable number of occasions, after giving the tenant reasonable notice in writing;
- 23.8 if the tenant agrees at, or immediately before, the time of entry.
24. There are directions within the *Residential Tenancies Act 1987* which guide tenants, lessors and property managers on appropriate behaviour in relation to gaining or granting access to the premises. The following summary may assist.

REASONABLE TIME

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

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

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

REQUIREMENT TO GIVE TENANT NOTICE OF PROPOSED ENTRY

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

TENANT ENTITLED TO BE PRESENT

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

ENTRY MUST BE REASONABLE AND NO LONGER THAN NECESSARY

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

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

30. If the lessor or property manager (or any person accompanying the lessor or property manager) causes damage to the tenant's goods when

exercising a right of entry, the lessor is obliged to compensate the tenant.

ALTERATIONS AND ADDITIONS TO THE PREMISES

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

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

31.2 the tenant must obtain permission from the lessor to remove any fixture attached by the tenant and make good any damage; and

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

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

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

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

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

LOCKS AND SECURITY DEVICES

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

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

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

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

TRANSFER OF TENANCY OR SUB-LETTING BY TENANT

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

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

34.2 the lessor must not unreasonably withhold such consent; and

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

CONTRACTING OUT

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

ENDING THE RESIDENTIAL TENANCY AGREEMENT

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

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

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

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

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

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

ENDING A FIXED TERM AGREEMENT

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

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

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

ENDING A PERIODIC AGREEMENT

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

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

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

OTHER GROUNDS FOR ENDING AGREEMENT

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

42. For more information, refer to the Residential Tenancies Act 1987 or contact the Department of Commerce on 1300 30 40 54 or visit www.commerce.wa.gov.au/ConsumerProtection.

43. Warning:

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

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

SECURITY BOND

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

45. The lessor agrees that where the lessor or the property manager applies to the Bond Administrator for the release of the security bond at the end of the tenancy, the lessor or property manager will provide the tenant with evidence to support the amount claimed.

46. The Bond Administrator can only release the security bond when it receives either:

46.1 a Joint Application for Disposal of Security Bond form signed by all the parties to the tenancy agreement; or

46.2 an order of the court.

47. If the parties cannot agree on how the security bond is to be dispersed, either party can apply to the Magistrates Court to have the dispute decided.

48. Warning: It is an offence for a lessor or a property manager to require a tenant to sign a Joint Application for Disposal of Security Bond form unless the residential tenancy agreement has terminated and the amount of the security bond to be paid to the tenant or lessor is stipulated on the form.

TENANCY DATABASES

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

ADVICE, COMPLAINTS AND DISPUTES

DEPARTMENT OF COMMERCE

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

IF A DISPUTE CANNOT BE RESOLVED

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

FORM 1

RESIDENTIAL TENANCIES ACT 1987

Section 27C(6)

PROPERTY CONDITION REPORT

HOW TO COMPLETE THIS FORM

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

IMPORTANT NOTES ABOUT THIS PROPERTY CONDITION REPORT

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

ADDRESS OF RESIDENTIAL PREMISES:

	<u>Clean</u>	<u>Undamaged</u>	<u>Working</u>	<u>Tenant agrees</u>	<u>Comments</u>
<u>ENTRY</u>					
<u>front door</u>					
<u>screen door/ security door</u>					
<u>walls/ picture hooks</u>					
<u>windows/ screens</u>					
<u>ceiling</u>					
<u>light fittings</u>					
<u>blinds/curtains</u>					
<u>power points</u>					

	<u>Clean</u>	<u>Undamaged</u>	<u>Working</u>	<u>Tenant agrees</u>	<u>Comments</u>
<u>floorcoverings</u>					
LOUNGE ROOM					
<u>doors/doorway frames</u>					
<u>walls/ picture hooks</u>					
<u>windows/ screens</u>					
<u>ceiling</u>					
<u>light fittings</u>					
<u>blinds/curtains</u>					
<u>TV/ power points</u>					
<u>floorcoverings</u>					
DINING ROOM					
<u>doors/doorway frames</u>					
<u>walls/ picture hooks</u>					
<u>windows/ screens</u>					
<u>ceiling</u>					
<u>light fittings</u>					
<u>blinds/curtains</u>					
<u>power points</u>					
<u>floorcoverings</u>					
KITCHEN					
<u>doors/doorway frames</u>					
<u>walls/ picture hooks</u>					
<u>windows/ screens</u>					
<u>ceiling</u>					
<u>light fittings</u>					
<u>blinds/curtains</u>					
<u>power points</u>					
<u>floorcoverings</u>					
<u>cupboards/ drawers</u>					

	<u>Clean</u>	<u>Undamaged</u>	<u>Working</u>	<u>Tenant agrees</u>	<u>Comments</u>
<u>bench tops/ tiling</u>					
<u>sink/taps</u>					
<u>stove top/ hot plates</u>					
<u>oven/griller</u>					
<u>exhaust fan/ range hood</u>					
<u>EACH BEDROOM</u>					
<u>doors/doorway frames</u>					
<u>walls/ picture hooks</u>					
<u>windows/ screens</u>					
<u>ceiling</u>					
<u>light fittings</u>					
<u>blinds/curtains</u>					
<u>power points</u>					
<u>floorcoverings</u>					
<u>EACH BATHROOM</u>					
<u>doors/doorway frames</u>					
<u>walls/tiles</u>					
<u>windows/ screens</u>					
<u>ceiling</u>					
<u>light fittings</u>					
<u>blinds/curtains</u>					
<u>power points</u>					
<u>floorcoverings</u>					
<u>bath/taps</u>					
<u>shower/screen/ taps</u>					
<u>wash basin/taps</u>					
<u>mirror/cabinet/ vanity</u>					
<u>towel rails</u>					

	<u>Clean</u>	<u>Undamaged</u>	<u>Working</u>	<u>Tenant agrees</u>	<u>Comments</u>
toilet/cistern/ seat					
toilet roll holder					
heating/ exhaust fan/vent					
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					
water tanks/ septic tanks					
garbage bins					
paving/ driveways					
clothesline					
garage/carport/ storeroom					

	<u>Clean</u>	<u>Undamaged</u>	<u>Working</u>	<u>Tenant agrees</u>	<u>Comments</u>
<u>garden shed</u>					
<u>hot water system</u>					
<u>gutters/downpipes</u>					

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:

26. Schedule 4 Form 1A amended

In Schedule 4 Form 1A:

(a) delete "(Owner/agent)" and insert:

(Lessor/property manager)

(b) delete "owner"(each occurrence) and insert:

lessor

(c) delete "the owner's agent" and insert:

_____ property manager of the premises

27. Schedule 4 Form 1B amended

_____ In Schedule 4 Form 1B:

_____ (a) delete “(Owner/agent)” and insert:

_____ (Lessor/property manager)

_____ (b) delete “owner”(each occurrence) and insert:

_____ lessor

_____ (c) delete “the owner’s agent” and insert:

_____ property manager of the premises

28. Schedule 4 Form 1C replaced

_____ Delete Schedule 4 Form 1C and insert:

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.)

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

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

DATE: SIGNED:
(Lessor/property manager)

ADDRESS:
..... POST CODE:

SEE OVER FOR IMPORTANT INFORMATION

FORM 1C — REVERSE

IMPORTANT INFORMATION FOR TENANTS

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

29. Schedule 4 Form 2 amended

In Schedule 4 Form 2:

(a) delete “as owner” and insert:

as lessor

(b) delete “of owner)” (each occurrence) and insert:

of lessor)

(c) delete “an owner” and insert:

a lessor

30. Schedule 4 Form 3 amended

In Schedule 4 Form 3:

(a) delete “owner of the premises and” and insert:

lessor and

(b) delete “owner of the premises the” and insert:

lessor the

(c) delete “owner of the premises —” and insert:

lessor —

(d) delete “his costs and any amount owing to him” and
insert:

the lessor’s costs and any amount owing to the
lessor

(e) delete “of owner)” (each occurrence) and insert:

of lessor)

31. Schedule 4 Form 4 deleted

Delete Schedule 4 Form 4.

32. Schedule 4 Form 5 amended

In Schedule 4 Form 5 delete “**Owner**” (each occurrence) and insert:

Lessor

33. Schedule 4 Form 6 amended

In Schedule 4 Form 6:

(a) after “*Residential Tenancies Act 1987*” insert:

section 88A(3)

(b) delete “**Officer issuing**” and insert:

Authorised person issuing

(c) delete “If you do not want to be prosecuted in court for the offence,” and insert:

If you do not wish to have the complaint of the alleged offence heard and determined by a court,

(d) delete “Approved Officer —” and insert:

‘Authorised Person —

(e) delete “Approved Officer —” and insert:

Authorised Person —

(f) delete “Approved Officer at” (each occurrence) and insert:

Authorised Person at

34. Schedule 4 Form 7 amended

In Schedule 4 Form 7:

(a) after “*Residential Tenancies Act 1987*” insert:

section 88A(7)

(b) delete “**Officer withdrawing**” and insert:

Authorised person withdrawing

(c) delete “Approved Officer —” and insert:

Authorised Person —

35. Schedule 5 replaced

Delete Schedule 5 and insert:

Schedule 5 — Prescribed offences and modified penalties

[r. 13]

<u>Offences under <i>Residential Tenancies Act 1987</i></u>		<u>Modified penalty</u>
s. 22(5)	<u>Unlawfully demanding or receiving fee or reward for representing or assisting party to proceedings</u>	<u>\$1 000</u>
s. 27A	<u>Failing to use prescribed form of written residential tenancy agreement</u>	<u>\$1 000</u>
s. 27B	<u>Failing to give prescribed information to tenant</u>	<u>\$1 000</u>
s. 27C(1)(a)	<u>Failing to prepare property condition report within 7 days</u>	<u>\$1 000</u>
s. 27C(1)(b)	<u>Failing to provide 2 copies of property condition report within 7 days</u>	<u>\$1 000</u>

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

<u>Offences under Residential Tenancies Act 1987</u>		<u>Modified penalty</u>
s. 51(1)	Failing to notify tenant of lessor's details	\$1 000
s. 51(2)	Failing to notify tenant of lessor's name and property manager's name and details	\$1 000
s. 51(3)	Failing to notify tenant of new lessor's details	\$1 000
s. 51(4)	Failing to notify tenant of change of lessor's details within 14 days	\$1 000
s. 53(1)	Giving false name or place of employment	\$1 000
s. 53(2)	Failing to notify lessor of new place of employment	\$1 000
s. 53(3)	Failing to provide forwarding address on vacating premises	\$1 000
s. 54(1)(a)	Failing to give tenant copy of residential tenancy agreement	\$1 000
s. 54(1)(b)	Failing to give tenant copy of executed residential tenancy agreement	\$1 000
s. 57(2A)	Executing residential tenancy agreement providing for accelerated rent or liquidated damages	\$1 000
s. 59F(1)	Lessor or tenant altering, removing or adding lock without consent	\$2 000
s. 59F(2)	Property manager altering, removing or adding lock without consent	\$2 000
s. 63(3)	Giving false or misleading notice of termination	\$1 000
s. 79(3)	Failing to give notice that abandoned goods have been stored	\$1 000
s. 80A(6)	Failing to give reclaimed document to person	\$1 000

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